

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

Definitions of terms and other provisions set forth in the Declaration of Covenants for Stoney Pointe Subdivision recorded in the Offices of Lexington County, South as amended or modified are incorporated herein by reference and made a part hereof and shall control in the event of any conflict herewith.

ARTICLE I

MEMBERS

1. **Membership:** The Members of the Association herein referred to as "Members", shall at all times be limited to the Owners of Lots in Stoney Pointe Subdivision. Each Member shall be entitled to one vote for each Lot owned by such Member regardless of size, market value, purchase price, or any other lot basis. The HOA Executive Board may suspend a Member's voting rights as outlined in these By-Laws.
2. **Family Use:** Subject to these By-laws and the Declaration of Covenants, a Membership entitles the Member to use all Common Areas. Additionally, the immediate family of a Member will be entitled to use the Common Areas on the same basis as the Member without restriction as to the number of times such family Member may use the Common Area. "Immediate Family" shall mean the Member's spouse and unmarried children living at home or attending school on a full-time basis.
3. **Quarterly Meetings:** The Association shall conduct quarterly meetings. These meetings shall be held in the first month of each quarter and shall be held at such place or such date and at such time as the HOA Executive Board shall fix and set forth in the notice (see Attachment 8) of the meeting. All meetings shall be held at the principal office of the Association or at such place in Lexington County South Carolina and shall be stated in a notice thereof by the HOA Executive Board. The first Quarterly meeting may be the Annual meeting.
4. **Annual Meetings:** The annual meeting of the Members shall be held in the first quarter of the year and shall be held at such place or such date and at such time as the HOA Executive Board shall fix and set forth in the notice (see Attachment 8) of the meeting. All meetings shall be held at the principal office of the Association or at such place in Lexington County South Carolina and shall be stated in a notice thereof by the HOA Executive Board.
5. **Special Meetings:** Special Meetings may be called at any time by the resolution of a majority of the HOA Executive Board, the request of the President, or upon written request of five (5%) percent of the Members who are entitled to vote. Any such request shall state the purpose or purposes of the special meeting requested. Business transacted at all special meetings shall be confined to the purposes as stated in the notice (Attachment 8).

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6. **Record Date:** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members, or any adjournment thereof, or entitled to express consent to a corporate action in writing without a meeting, the HOA Executive Board may fix, in advance, a date as the record date of any such determination of Members, which date shall not be more than sixty (60) days nor less than five (5) days before the date of such meeting. If the HOA Executive Board does not fix a record date for determining Members entitled to notice of or to vote at, such meeting shall be the close of business on the day on which the HOA Executive Board adopts the resolution relating to such meeting. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting providing, however, the HOA Executive Board may fix a new record date for the adjourned meeting.
7. **Notice of Meetings:** Notice (Attachment 8) stating the place, day and hour of the meeting shall be provided to all Members of the Association. If the notice is mailed by first class or registered prepaid mail to each Member at such address as appears on the books of the Association, the notice must be provided not fewer than ten (10) nor more than sixty (60) days before the date of any Membership meeting. If the Notice is mailed other than first class or registered mail, the Notice shall be provided to the Members not fewer than thirty (30) nor more than sixty (60) days before the date of any Membership meeting. Notice of the meeting, regardless of the type of meeting shall include an agenda. In the case of a Special Meeting, only the items on the agenda shall be discussed.
8. **Membership List:** The day after notice of a meeting (where voting will occur) is given to the Members of the Association, a complete list of the Members entitled to vote at said meeting, arranged alphabetically by Member name with the resident address of each, and vote/s entitled by the Member shall be prepared by the ~~Secretary~~ or Property Management Firm. Such list shall be available for inspection by any Member at the Association's principal office beginning the day after the notice of the meeting, shall be kept and produced at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member present at such meeting.
9. **Quorum And Voting:** Seventy-Five (75%) percent of those Members entitled to vote present in person, by ballot, or represented by proxy, shall be required to constitute a quorum at any meeting of the Members for the transaction of business or authorization of actions for the Association except as otherwise provided by South Carolina State Law, the Declaration of Covenants, or these By-laws. If a quorum shall not be present in person, by ballot, and by proxy at such meeting of the Members, another meeting may be called and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. At the reconvened meeting, if a quorum is present, any business, which might have been introduced at the meeting originally called, may be transacted.

When a quorum is present at any meeting, the vote of a majority of the Members present in person, by ballot, and by proxy shall decide the questions brought before each meeting, unless the question is one upon which by express provision of South Carolina State Law, the Declaration of Covenants, or by the By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. A majority will be considered greater than fifty (50%) percent of the quorum at a meeting.

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If a Member's voting is revoked, the HOA Executive Board must provide notice to the Member and provide allowance for a hearing by the HOA Executive Board, if requested.

10. **Waiver of Notice:** Waiver of Notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or proxy shall be deemed waiver by such Member of notice of time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice to all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

If a Member requests, a waiver of notice may be submitted so that notice of meetings may be waived in their entirety or may be performed via electronic means such as email, electronic sign posting, posting on the HOA website, etc. or any combination thereof. If a Member elects to waive their notice rights and/or to receive notice of meetings via electronic means the Member must provide the HOA Executive board such waiver via a signed document communicating full intent of the waiver. Any such waiver shall be filed in the records of the Association. Revocation of the waiver must also be performed and recorded in the same manner in which it was requested.

11. **Adjournment of Meeting:** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person, by ballot, or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called or as determined by the HOA Executive Board. If a time and place for convening the meeting is not filed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. Should Members leave the meeting or withdraw a proxy voter prior to a voting action and a quorum is not maintained, voting must be suspended on any further voting actions of the meeting until a quorum can be reestablished.
12. **Proxies:** At any meeting of Members, a Member may vote by proxy executed in writing by the Member, and filed with the HOA Executive Board by utilizing Attachment 9. A proxy is valid for eleven (11) months unless specifically identified on the appointment document. No proxy appointment is valid for longer than three (3) years from the date of its execution. A Member may revoke a valid proxy for any meeting by appearing and voting in person at the meeting of Members, by filing or having filed a substitute valid proxy, or by written cancellations of proxy with the HOA Executive Board prior to the call to order of a meeting of Members. The HOA Executive Board shall ensure that all proxy vote appointment documents are available for review at any meeting where voting is to be conducted.
13. **Consent Action:** Whenever the vote of Members at a meeting is required to be taken in connection with any corporate action, the meeting and vote of Members may be dispensed with, if all the Members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporate action being taken.

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14. **Action without a Formal Meeting:** Any action to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by Members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current Members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of a meeting of Members and shall be filed at the principal office of the Association.
15. **Action by Written Ballot:** A Member, in good standing, may vote on an action proposed at any annual, quarterly, regular, or special meeting of the Association by entering a signed ballot. If a Member enters a ballot within the allotted time (as annotated on the ballot), the Member is not required to attend that meeting. A meeting may be cancelled or not held if the number of signed ballots received from the Membership establishes a quorum and is sufficient to establish an affirmative vote of that quorum. Ballot vote received by Members in good standing will be counted towards the establishment of a quorum in any Meeting of the Membership. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitation for votes by written ballot shall indicate the number of responses needed to meet these requirements and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the HOA Executive Board. The results of each action by written ballot shall be certified by the HOA Executive Board or Property Manager, shall be included in the minutes of meetings of Members and shall be filed at the principal office of the Association. Should a meeting be adjourned due to lack of a quorum, the ballot/s cast shall be retained for all subsequent meetings until the meeting is resolved and a quorum and vote is achieved. A ballot may also be used in person by Members at any meeting where a vote is to take place. See attachment ten (10) for example Ballot Vote.

ARTICLE II

HOA EXECUTIVE BOARD

1. **Designation and Number:** The Members of the Association shall elect five (5) Members to serve as the HOA Executive Board Officers. These Officers, must reside in Stoney Pointe and be in good standing (no overdue fees, assessments, fines, etc.) no exceptions. The HOA Executive Board, once duly elected, shall appoint a President, a Vice-President, a Secretary, a Treasurer/Amenities Officer, and a Parliamentarian. The Chairperson of the Architectural Control Committee and the Chairperson of the Rules Committee shall be appointed by the Architectural Control Committee and Rules Committee respectively. The Chairpersons of the Architectural Control Committee and Rules Committee shall also serve as Officers of the HOA Executive Board. The Officers shall have such authority, powers, and duties in accordance with State or Local Law, the Declaration of Covenants, and these By-Laws.

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2. **Election and Tenure:** The elected Officers of the Association shall be elected bi-annually at the first regular meeting of the Members, or at a special meeting called for that purpose. The Officers of the HOA Executive Board shall hold office until their successors are duly elected. Any officer elected or appointed by the HOA Executive Board may be removed from office at any regular or special meeting called for that purpose and any vacancy in any office, however caused, may be filled at any regular or special meeting of the HOA Executive Board called for that purpose until the next annual meeting where the position shall be formally elected by the Association for the remaining balance of the term. Elections for the HOA Executive Board shall be staggered. "One-half" (1/2) of the HOA board shall be elected at each annual meeting. The HOA Executive Board shall designate each Officer position unto themselves. The appointments of the Architectural Control Committee and the Rules Committee shall also follow the bi-annual, staggered method.
3. **Other Officers and Agents:** The HOA Executive Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the HOA Executive Board.
4. **Power:** The powers of the HOA Executive Board shall specifically include:
 - (a) To adopt and publish rules and regulations governing:
 - i. The use of the Common Properties, Restricted Common Properties, and facilities located thereon.
 - ii. The personal conduct of the Members, and their guests.
 - iii. To establish penalties for any infraction thereof.
 - (b) To suspend the voting rights and right to use the Recreational Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, fine, rental fee, or other associated charges levied by the Association. Such rights may also be suspended for such time as may be determined by the HOA Executive Board after notice to the Member and hearing before the HOA Executive Board for any infraction of rules and regulations.
 - (c) To exercise or delegate for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of South Carolina State Law, Declaration of Covenants, and these By-Laws.
 - (d) To declare the office of an Officer of the HOA Executive Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the HOA Executive Board.

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- (e) To employ a Property Manager (or Property Managing Firm, PM, etc.), an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. If a Property Manager is employed, the HOA Executive Board shall manage such agreements and/or contracts as needed to execute the selected duties. The HOA Executive Board may delegate any authority to the Property Manager but shall retain all responsibility for actions performed. The agreement or contract with the Property Manager may be terminated at any time should the HOA Executive Board determine that the Property Manager is not acting in the best interests of the Association by any actions or in-actions deemed detrimental by the HOA Executive Board. Delegation by the HOA Executive Board to the Property Manager shall be in writing, provided to the Association, and posted on the Association's website.
 - (f) To secure Officers of Liability Insurance covering the Officers of the HOA Executive Board at the expense of the Association.
 - (g) To borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association in performing any authorized functions.
5. **Duties:** The duties of the HOA Executive Board shall specifically include, but shall not be limited to, the following:
- (a) To cause to be kept a complete record of all its acts and corporate affairs.
 - (b) To supervise all Officers, Agents, and Employees of this Association, and to see that their duties are properly performed.
 - (c) As more fully provided in the Declaration, to:
 - i. Fix the amount of the annual assessment, special assessments, and assessments for the use of limited common properties against each property ownership form as defined in the Declaration of Covenants, not later than thirty (30) days prior to the commencement of the fiscal year. (Reference Article VII, Section 1).
 - ii. Send written or electronic (if approved) notice of each assessment to every Member subject thereto as soon as practicable after the fixing hereof.
 - iii. Enforce the lien rights, late fees, or other charges as applicable against any property for which assessments or costs are not paid within thirty (30) days after due or to bring an action at law against the Member personally obligated to pay the same.
 - (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the HOA Executive Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.
 - (e) To procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration.
 - (f) To cause all Officers or Employees of the Association having fiscal responsibilities to be bonded, with fidelity bonds in the form and amount required by the Association, and the premium on such bonds shall be paid by the Association.

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- (g) To cause the Common Properties and Restricted Common Properties to be adequately maintained.
- (h) To approve, review and amend, if appropriate, the annual budget as prepared by the Treasurer or Property Management Firm. The HOA Executive Board shall review and provide signed approval for any annual budget regardless of whom prepares the document. Approval of the annual budget shall be documented in the minutes of a HOA Executive Board meeting. Approval signatures must be performed, at a minimum, by two HOA Executive Board Officers, preferably the President and Treasurer, on the annual budget after approval by majority vote of a quorum of the Association.
- (i) To enforce the Declaration of Covenants and Rules and Regulations and if necessary, bring action at law or in equity, against the Member to enforce same or recover damages resulting from the violations.
- (j) To review the findings of the ACC and, as deemed necessary, enforce violation penalties of ACC policies.

ARTICLE III

LIABILITY OF THE HOA EXECUTIVE BOARD

The Members of the HOA Executive Board, Officer, Employees, Agents, Managing Agents or Management Firm (herein collectively referred to as "Agents") shall not be liable to the Owners of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Agents and its Agents or Employees against all contractual or tort liability to others arising out of contracts made, actions performed or omissions by the Agents on behalf of the Association unless any such contract, action or omission shall have been made in bad faith or contrary to the provisions of South Carolina State Law, the Declaration of Covenants, or these By-Laws. It is intended that the Agents shall have no personal liability with respect to any contract made, action performed, or omission by them on behalf of the Association. It is also intended that the liability of any Member arising out of any contract made, action taken or omission by the Agents or out of the aforesaid indemnity in favor of the Agents shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interest of all Members in the Common Properties and Restricted Common Properties. Any agreement made by the Agents is made in the capacity only as an Agent for the Members and have no personal liability beyond his interest in the Common Properties and Restricted Common Properties.

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ARTICLE IV**

OFFICERS AND THEIR DUTIES

1. **Election of Officers:** The election of Officers shall take place at the annual meeting of the Association.
2. **Term:** Officers of the Association shall serve for two (2) years or until their successor is chosen and assumes office unless he/she resigns, is removed from office, or is otherwise disqualified to serve.
3. **Resignation and Removal:** Any Officer may be removed from office with or without cause by a majority vote of the Members of the Association. An Officer may resign by giving written notice to the HOA Executive Board indicating the effective date of the resignation.
4. **Vacancies:** A vacancy in any office may be filled by appointment by the HOA Executive Board. Such appointment shall serve until the next annual meeting.
5. **Multiple Offices:** No person shall simultaneously hold more than one (1) of any of the other offices except in the case of appointive offices created pursuant to "4" of this Article. Chairpersons for Committees may not serve on or Chair another committee.
6. **Duties:** The duties of the officers are as follows:
 - (b) **President:** The President shall:
 - i. Be elected by the Association and appointed by the HOA Executive Board.
 - ii. Be the Chief Executive Officer of the Association.
 - iii. Preside at all meetings of the Owners and of the HOA Executive Board.
 - iv. See that orders and resolutions of the HOA Executive Board are carried out.
 - v. Have executive powers and general supervision over the affairs of the Association and other Officers.
 - vi. Sign all leases, mortgages, deeds, contracts, and other written instruments as required by resolution of the HOA Executive Board.
 - vii. Perform all of the duties applicable to this office or which may be delegated to him/her from time to time by the HOA Executive Board.
 - (c) **Vice President:** The Vice President shall:
 - i. Be elected by the Association and appointed by the HOA Executive Board.
 - ii. Act in the place and instead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him from time by the HOA Executive Board.
 - (d) **Secretary:** The Secretary shall:
 - i. Be elected by the Association and appointed by the HOA Executive Board.
 - ii. Issue notices of all HOA Executive Board meetings, Association meetings, and shall attend and keep the minutes of same.

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- iii. Be responsible for all the Association's books, records, and papers except those kept by the Treasurer. Minutes from all Association Meetings shall be posted on the HOA's Website. The Property Manager may perform these duties, however the Secretary retains all responsibility. Should the Property Manager not attend a meeting, it is the responsibility of the Secretary to either post the minutes to the HOA website or to provide the minutes to the Property Manager for posting to the HOA website.

(e) **Treasurer:** The Treasurer shall:

- i. Be elected by the Association and appointed by the HOA Executive Board.
- ii. Have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such insured depositories as may be designated from time to time by the HOA Executive Board.
- iii. Disburse the funds of the Association as may be ordered by the HOA Executive Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and HOA Executive Board at the regular meetings of the HOA Executive Board, or whenever they may require it, an account of all his/her transactions as the Treasurer and of the financial condition of the Association.
- iv. Collect the assessments and maintenance fees and promptly report the status of collections and of all delinquencies to the HOA Executive Board.
- v. Give status reports to potential transferees in which reports the transferees may rely.
- vi. Cause an annual audit of the Association to be completed in a timely fashion by a Certified Public Accountant (CPA) selected by the HOA Executive Board and the results of such audit shall be reported to the HOA Executive Board and the Association. The CPA may not have any personal affiliation with a Member of the HOA Executive Board.
- vii. In conjunction with the Association's accountant and such other persons as the HOA Executive Board may designate, prepare an annual budget for consideration, modification (if appropriate), and ultimate approval by the HOA Executive Board.
- viii. The duties of the Treasurer may be fulfilled by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association. The Property Manager may perform these duties, however the Treasurer retains all responsibility.

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- (f) **Parliamentarian:** The Parliamentarian shall assist in the conduct of all meeting consistent with "*Robert's Rules of Order*". The Parliamentarian shall:
- i. Be elected by the Association and appointed by the HOA Executive Board.
 - ii. Ensure that Members may add to the agenda at any regular meeting upon notice of the agenda up to forty eight (48) prior to the meeting.
 - iii. Ensure the good conduct of meetings.
 - iv. Identify & govern recess (or breaks) for meetings.
 - v. Identify when a topic needs to be tabled until the next meeting.
 - vi. Identify seconding motions.
 - vii. Limit or extend discussions for a topic.
 - viii. Open and close voting if conducted by quorum voting in lieu of or in conjunction with ballot voting at meetings.
 - ix. Ensure questions raised by the Association are addressed by the HOA Executive Board or, if tabled, recorded by the Secretary until such resolution can be made at the next meeting.
- (g) **Architectural Control Committee (ACC) Chairperson:** The ACC Chairperson shall:
- i. Be appointed by the Architectural Control Committee.
 - ii. Serve on the HOA Executive Board of the Association.
 - iii. Call and conduct the meetings of the Architectural Control Committee in accordance with the Declaration of Covenants, these By-Laws and the Architectural Control Committee Policies (see Attachment 1).
 - iv. Shall attend hearings and appeals for violations as cited by the HOA Executive Board that pertain to ACC violations.
- (h) **Rules Committee (RC) Chairperson:** The RC Chairperson shall:
- i. Be appointed by the Rules Committee.
 - ii. Serve on the HOA Executive Board of the Association.
 - iii. Call and conduct the meetings of the Rules Committee in accordance with these By-Laws.
 - iv. Shall attend hearings and appeals for violations as cited by the HOA Executive Board.
- (i) **Amenities Management Board (AMB) Chairperson:** The AMB Chairperson shall:
- i. Be appointed by the Amenities Management Board.
 - ii. The Amenities Chairperson shall call and conduct the meetings of the Amenities Management Board in accordance with the Declaration of Covenants and these By-Laws.
 - iii. The Chairperson may be one of the members of the HOA Executive Board. If the chairperson is a Member that is not on the HOA Executive Board that Member may, but is not required to, serve on the HOA Executive Board.

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ARTICLE V**

MEETINGS OF THE HOA EXECUTIVE BOARD

1. **Regular Meetings:** A regular meeting of the HOA Executive Board shall be held monthly or quarterly, at the sole discretion of the HOA Executive Board. The HOA Executive Board may provide, by resolution, the date, time and place but only within Lexington County, South Carolina, for the holding of additional regular meetings without other notice than such resolution.
2. **Special Meetings:** Special meetings of the HOA Executive Board may be called by a majority of the HOA Executive Board by the President or by five percent (5%) of the Association, and may be held at a time and place within Lexington County, South Carolina as may be specified in the notice thereof. To the extent permitted by applicable law, special meetings of the HOA Executive Board, or any committee thereof, may be held by telephone or other electronic conference communication means.
3. **Notice of Meetings:**
 - (a) Special Meetings:
 - i. Notice of each special meeting of the HOA Executive Board, stating the time, manner, and place of the meeting, shall be given by or at the direction of the Secretary by mailing, oral communication, or other electronic means to each HOA Executive Board Officer not fewer than two (2) days before such. Any and all requirements for call and notice of meetings may be suspended with if all HOA Executive Board Officers are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.
 - (b) Regular Meetings:
 - i. The schedule of all regular HOA Executive Board meetings shall be posted on the HOA website. Posting to the Association website shall be accomplished no less than twenty four (24) hours prior to the meeting. The Schedule of all regular HOA Executive Board meetings may also be provided via social media, email, posted signage within the Association, etc. or any combination thereof. No other notice of regular meetings of the HOA Executive Board is required.
4. **Quorum:** A simple majority of the Officers of the HOA Executive Board shall constitute a quorum for the transaction of business at any meeting of the HOA Executive Board. The vote of a majority of the quorum present at a meeting shall be the act of the HOA Executive Board. An HOA Executive Board Officer may submit a ballot or proxy and, if properly received, shall be counted toward the quorum & subsequent vote. If a quorum shall not be present at any meeting of the HOA Executive Board, the HOA Executive Board Officers present thereat may adjourn the meeting without notice other than announcement at the meeting, until a quorum can be established.
5. **Compensation:** Officers of the HOA Executive Board, as such, shall not receive any salary for their services provided. No compensation shall be provided, no exceptions.

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6. **Annual Statement:** The HOA Executive Board shall present at each annual meeting, and when called for by vote of the Members at any special meeting of the Members for full and clear statement of the business and condition of the Association. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business and generally accepted accounting principles and copies thereof shall be given to each Member.

ARTICLE VI

COMMITTEES

1. **HOA Executive Board:** The HOA Executive Board has the authority to establish an Ad-hoc committee on a temporary basis as necessary. The HOA Executive Board can propose to the Members the establishment of a permanent committee. Any new permanent Committee shall require an approval by vote of a quorum of the Members of the Association.
2. **Architectural Control Committee:** The HOA Executive Board shall appoint an Architectural Control Committee and shall prescribe rules and regulations pursuant to which such Committee shall act. The Committee shall be comprised of not fewer than three (3) people to include the HOA President, the Committee Chairperson, and others as appointed by the HOA Executive Board. Once duly formed, the Committee shall appoint a Chairperson unto itself. Refer to Attachment one (1) "Architectural Control Committee (ACC) Policies" and Attachment two (2) "ACC Request Form" for further delineation of the ACC.
3. **Rules Committee:** The HOA Executive Board shall appoint a Rules Committee. Acting in accordance with the provision-of-South Carolina State Law, the Declaration of Covenants, and these By-Laws, the HOA Executive Board may adopt Rules and Regulations governing the conduct of the Members and all other persons subject to the jurisdiction of the Association. The Rules Committee will recommend to the HOA Executive Board necessary rules, modification of established rules/policies, and shall draft and/or prepare new submittals of all changes to the Declaration of Covenants and By-Laws. The Rules Committee should have at least three (3) Members. Once duly formed, the Committee shall appoint a Chairperson unto itself.
4. **Amenities Management Board (AMB):** Pursuant to the Stoney Pointe Declaration of Covenants, the HOA Executive Board shall appoint no fewer than three (3) people to a maximum of five (5) people to include the HOA President, the Committee Chairperson, and others as appointed by the HOA Executive Board to the Amenities Management Board. . Once duly formed, the Committee shall appoint a Chairperson unto itself. The AMB shall:
 - (a) Publish and ratify rules for the Association amenities governing the operation, care, and safety of Association amenities.
 - (b) Establish an annual budget for the Association amenities in coordination with the HOA Executive Board.
 - (c) Coordinate the repair and/or replacement of Association amenities.

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ARTICLE VII**

DUES AND ASSESSMENTS

1. **Establishing Dues:** The Annual Assessment shall be four hundred dollars (\$400), for both rental & non-rental properties. The HOA Executive Board will set the dues and fees to be charged to the Members of the Association for the ensuing Fiscal Year no later than fifteen (15) days prior to the commencement of each Fiscal Year unless changed sooner by the HOA Executive Board and approved by the Members (as required). The Annual Assessment shall be payable in advance and paid annually or semi-annually, (or such longer time period as approved by the HOA Executive Board) and as defined by the beginning of the Association fiscal year. A fifty (\$50.00) dollar Rental Service Fee shall be levied for any rental property within the Association. The Rental Service Fee may be increased beyond fifty (\$50.00) dollars as determined by the HOA Executive Board and approved by the Members but shall not exceed one hundred dollars (\$100.00) above the established assessment. All assessments made hereunder shall be due and payable no later than thirty (30) days after documented notice by the Association to the Member.
2. **Changes to Annual Assessments:**
 - (a) Any increase to the annual assessment will be established by the HOA Executive Board in accordance with the Covenants and approved by the Members. Dues payable for Membership shall increase only as deemed necessary by the HOA Executive Board of the Association to reflect increases in actual expenses incurred by the Association or establishment of a reserve fund or the replenishment of already established funds. All dues and fees will be applied first against the Association's operating cost. It shall be the policy of the Association that the dues, plus other receipts by the Association shall be sufficient, insofar as possible to project to meet the annual operating needs of the Association. Any operating deficits or surplus shall be identified and dealt with by the HOA Executive Board. The HOA Executive Board shall be entitled to accumulate a reserve fund by including in the annual dues an amount not to exceed fifteen (15%) percent of the annual expenses of the Association.
 - (b) The HOA Executive Board may decrease the Annual Assessment without approval of the Membership.
3. **Notification of Dues:** The Executive Board shall send a notice of the amount of the Annual Assessment applicable to each Member for the following year to each Member. Notification shall be sent to each Member no later than fifteen (15) days prior to the start of the fiscal year.
4. **Assessment Reporting:** At the conclusion of each Fiscal Year, financial statements shall be prepared by a Certified Public Accountant for the Association indicating total receipts and expenditures and identifying any surplus or deficit for such Fiscal Year. Any surplus may be utilized to supplement dues, the road fund, the amenities fund, or a reserve fund for the ensuing Fiscal Year. Any deficit shall be made up by assessing all Members on an equal basis. All assessments made herein shall be due and payable no later than thirty (30) days after documented notice by the Association to the Member.

**STONEY POINTE HOMEOWNER'S ASSOCIATION
BY-LAWS
ARTICLE VIII**

BOOKS AND RECORDS

1. **Accounting and Transfer Records:** The HOA Executive Board shall maintain accounting records in accordance with sound business and generally accepted accounting principles and shall maintain accurate and current records of Members (or Member's Agent or Member's Attorney), Assessments (whether Regular, Special, or Extraordinary), Reserves, and Surplus. A copy of all records shall be kept at the principal office of the Association in accordance with South Carolina State Law, Title 33, Chapter 31. All such corporate books and records shall be available for inspection by the Members at all reasonable hours. Such records shall include
 - (a) An account for each Member designating the name and address of such Member, the amount and due dates of any assessments, the amounts paid and the balance due.
 - (b) A record of any Mortgagees or other lien holders who have requested in writing to the Association that they be registered and given notice of default in the event of nonpayment of any assessments. No responsibility by the Association is assumed with respect to said register except that the Association will endeavor to give any such notice but failure to do so shall not affect any of the Association's rights with respect to its assessments any lien it may have for them.
 - (c) The Association's Articles or Restated Articles of Incorporation (Declaration of Covenants) and all amendments to them currently in effect.
 - (d) The Association's By-Laws or restated By-Laws and all amendments to them currently in effect.
 - (e) Resolutions adopted by its HOA Executive Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members.
 - (f) The minutes of all meetings of the Association and records of all actions approved by the Association for the past three (3) years.
 - (g) All written communications to Members generally within the past three years, including the financial statements furnished for the past (3) three.
 - (h) A list of the names and business or home addresses of the HOA Executive Board Officers.
 - (i) The Association's most recent report of each type required to be filed by it with the Secretary of State under South Carolina State Law.
2. **Maintenance of Records:** The Secretary and Treasurer shall be responsible for maintaining the aforesaid accounting and transfer records and for recording all accounts and registrations therein.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

3. **Review, Inspection, and Copying of Association Records:** In accordance with South Carolina State Law, Title 33, Chapter 31:

Should a Member (or Member's Agent or Member's Attorney) of the Association wish to review, or otherwise inspect, any Association records, the Member must provide, written notice at least five (5) business days before the date on which the Member wishes to inspect or copy the records. The written notice must describe, with reasonable particularity, the purpose for the review and the records the Member desires to view or have copied. The review must be made in good faith and for a proper purpose and the records must be directly connected with this purpose. The Association, in accordance with South Carolina State Law, may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member. The charge may not exceed the estimated cost of production or reproduction of the records. Fees will be commensurate with local business copy fees as recognized in the Chapin, South Carolina area. A Member may request copies of documents in electronic format. There will be no charge for electronic documents.

ARTICLE IX

GUEST PRIVILEGES AND NONRESIDENT MEMBERS

Guest of Members may be extended guest privileges and shall be subject to the Rules and Regulations established by the HOA Executive Board and approved by the Members. Members are responsible for the conduct of their guest. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the HOA Executive Board in its sole and absolute discretion.

ARTICLE X

DELINQUENCIES

Any Member failing to pay or any former Member who has failed to pay any deferred portion of his/her Membership dues or other sum payable to the Association shall be subject to actions such as, but not limited to, late charges, interest, loss of voting, and/or liens as determined below:

1. Non-Annual Assessment Fees:
 - (a) Any Member in arrears for Non-Annual Assessment sums payable to the Association (clubhouse rental, storage lot rental, etc.) that are not received within thirty (30) days shall receive a late charge fine of fifty (\$50.00) dollars.
 - (b) The Association is entitled to charge interest on all sums more than thirty (30) days past due at a rate of eighteen (18%) percent per month until paid in full.
 - (c) When a Member is more than six (6) months in arrears for Non-Annual Assessment sums the HOA Executive Board shall:
 - i. Revoke all Association voting privileges until all fees and any associated fines are paid in full.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

- ii. Impose a second (2nd) late charge fine of fifty (\$50.00) dollars.
 - iii. Suspend the Member from the use of all Association including, but not limited to, clubhouse, pool, and storage lot hereinafter referred to as "Recreational Facilities" in accordance with these By-Laws. Should a Member have their storage lot usage revoked, the Member shall be required to remove their property from the storage lot within fifteen (15) days or the property will be towed at the Member's expense.
- (d) After nine (9) months, the HOA Executive Board or PM shall issue a "Lien Warning" to the delinquent Member indicating impending legal action and shall impose a third (3rd) late charge of fifty (\$50.00) dollars.
- (e) After 10 (10) months, the HOA Executive Board or PM shall:
- i. Commence legal proceeding against the Member or former Member to collect all amounts due and owing, plus legal fees, interest incurred, and all other costs of collection.
 - ii. The Association is entitled to set off all amounts which may be due and owing the Association against sums due the delinquent Member, if any.
2. Annual Assessments (Dues):
- (a) Dues payable to the Association not received within thirty (30) days after the beginning of the fiscal year (for annual and for the first (1st) half (1/2) of semi-annual dues) and/or thirty (30) days after 01 July (for the second (2nd) half (1/2) of the semi-annual dues) shall be fined an initial late charge of fifty (\$50.00) dollars. The HOA Executive Board or PM shall issue a "Thirty (30) Day Late Notice" to the delinquent Member.
 - (b) The Association is entitled to charge interest on all sums more than thirty (30) days past due at a rate of eighteen (18%) percent per month until paid in full.
 - (c) The Association is entitled to demand payment of the balance due for the then current Fiscal Year of any Member or former Member who is delinquent in the payment of his/her dues or other monthly charges for more than sixty (60) days. The HOA Executive Board or PM shall issue a "Sixty (60) Day Follow-Up Late Notice" to the delinquent Member.
 - (d) When a Member is more than sixty (60) days in arrears for Annual Association Dues the HOA Executive Board shall:
 - i. Revoke all Association voting privileges until the Association Dues and all associated fees are paid in full.
 - ii. Impose a second (2nd) late charge fine of fifty (\$50.00) dollars.
 - iii. Suspend the Member from the use of all Association facilities including, but not limited to, clubhouse, pool, and storage lot hereinafter referred to as "Recreational Facilities" in accordance with Article XIII of these By-Laws. Should a Member have their storage lot usage revoked, the Member shall be required to remove their property from the storage lot within fifteen days or the property will be towed at the Member's expense and any rental fees paid in advance shall be forfeited.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

- (e) After ninety (90) days, the HOA Executive Board or PM shall issue a "Lien Warning" to the delinquent Member indicating impending legal action and shall impose a third (3rd) late charge of fifty (\$50.00) dollars.
- (f) After one hundred (100) days, the HOA Executive Board or PM shall:
 - i. Commence legal proceeding against the Member or former Member to collect all amounts due and owing, plus legal fees, interest incurred, and all other costs of collection.
 - ii. Assess a third (3rd) late charge of fifty (\$50.00) dollars.
 - iii. The Association is entitled to set off all amounts which may be due and owing the Association against sums due the delinquent Member, if any.

ARTICLE XI

HOA RULES, POLICIES, VIOLATIONS, & HEARINGS

1. Smoking:

- (a) There shall be no smoking on Association Property unless in a designated area. This includes, but is not limited to, the pool area, playground, clubhouse, & pond gazebo.
- (b) Members found in violation shall be subject to fines and/or removal of community access privileges as determined by the HOA Executive Board.
- (c) Should access to the HOA Recreational Facilities be revoked, the HOA is not bound to refund any portion of access fees paid by the Member.
- (d) The duration of revoked privileges shall be determined by the HOA Executive Board.

2. Fireworks:

- (a) Fireworks are permissible on all properties within the Association. All firework activities shall begin no earlier than 9 am (0900) and shall cease no later than 10 pm (2200) except on New Year's Eve. On New Year's Eve, the hours will be extended to 1 am (0100) on 01 January.
- (b) Fireworks shall not be used on Association common property such as, but not limited to, the Clubhouse, the pond, pond gazebo, or dam road without written approval by the HOA Executive Board.
- (c) All debris and or trash shall be cleaned up by the user. The Association shall not be responsible for any clean-up of said debris.
- (d) Any Member found in violation shall be subject to, but not limited to, fines and/or suspension of the Member from the use of all Association facilities designated for recreational use including, but not limited to, clubhouse, pool, storage lot hereinafter referred to as "Recreational Facilities" in accordance with these By-Laws.
- (e) The Association shall not be held liable for any damage to persons or property caused by usage of any fireworks.
- (f) The duration of revoked privileges shall be determined by the HOA Executive Board.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

3. **Storage Lot:** The following shall apply to all Stoney Pointe Association Members and any Member of the Summer Pointe Association that chooses to rent any space in the Stoney Pointe storage lot. The Stoney Pointe HOA Executive Board may, but is not obligated to, extend these services to any other Associations as it deems necessary. All users of the storage lot are subject to the following:
- (a) One item is allowed per rented space. No exceptions.
 - (b) As required by state & local laws, registration and insurance shall be kept current and valid. A copy of all records shall be provided to the HOA Executive Board at time of application request or upon request by the HOA Executive Board. No rental space will be allowed without providing these documents to the HOA, no exceptions.
 - (c) Rental fee is twenty dollars (\$20.00) per month, per space and shall be paid in full prior to initial occupancy. The HOA Executive Board may change (increase or decrease) the fee by an approved majority vote of the HOA Executive Board. Should the fee change, the HOA Executive Board shall record this in the meeting minutes of the HOA Executive Board Meeting and shall notify the Members of the Association of the change no less than thirty (30) days prior to the effective date. The effective date of the change shall also be recorded in the meeting minutes of the HOA Executive Board.
 - (d) Payment will be due on the 1st day of each month starting with the initial payment and run concurrent until notified of cancellation and the key has been returned.
 - (e) The storage of any items other than a registered watercraft, registered camper or motorhome (RV), and/or trailer must be approved by the HOA Executive Board.
 - (f) Storage locations shall be assigned on a first come, first assigned basis. A waiting list will be maintained if demand for spaces exceeds availability. Once a Member is assigned a space, the Member will continue to keep that space assignment until one of the following occurs:
 - i. Member voluntarily gives up the assigned space.
 - ii. Member fails to pay storage fees in accordance with Association rules.
 - iii. Member fails to promptly pay for damages caused to the storage lot, gates, posts, fence or other portions of the associated common area.
 - iv. Member stores property not owned by the Member or fails to identify property as required by the Association.
 - (g) The right to use any space may not be sold, leased, assigned or otherwise transferred by the Member.
 - (h) Any Members of the Stoney Pointe Association that become delinquent in their dues or rental fees and any Members of Summer Pointe that become delinquent in their rental fees shall be subject to, but not limited to, assessed fines, liens on stored property, removal of community access privileges, or towing at owners expense as determined by the HOA Executive Board.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

- (i) Any Member of the Stoney Pointe Association or Member of Summer Pointe found in violation of the rules and provisions governing the storage lot shall be subject to, but not limited to, assessed fines, liens on stored property, removal of community access privileges, or towing at owners expense as determined by the HOA Executive Board.
- (j) The duration of revoked privileges shall be determined by the HOA Executive Board.
- (k) The Association shall not be held liable for any damage to property sustained while in the Storage lot with exception to damage incurred by facility structures not being maintained that are under governance and ownership of the Association.

4. Flags and Flag Poles:

- (a) The Flag of the Unites States may be flown from a standard size pole attached to the building and at no time will the national ensign be required to be removed by any party.
- (b) In general, all flags on standard size poles attached to the building or decorative flags staked in landscaping that are attractive to the building are authorized.
- (c) Should a flag or banner be deemed offensive in nature the HOA Executive board retains the right to require that flag be taken down or removed upon request to the Member.
- (d) Should a Member wish to install a freestanding flag pole, approval must be obtained from the HOA Executive Board and ACC (see Attachment 1).

5. Banner/Signs/Letters:

- (a) All banners, signs, and letters of any kind and nature shall be approved by the ACC before installation.
- (b) Only one (1) approved "For Sale" sign may be permitted on any one (1) lot for homes or lots for sale. No other type of signs are allowed unless required by law or approved by the ACC.
- (c) Owners or their agents may not place any other signs on or about any of the lands, property, common areas, right-of-ways, or easements within Stoney Pointe without approval of the ACC.
- (d) No sign shall exceed three feet by two feet (3' x 2'). Bright colors shall only be used in moderation. No fluorescent or day glow colors will be permitted. All signs shall be professionally painted and provide a neat and orderly appearance. Only freestanding signs on support posts are allowed and must be located at least three (3) feet behind the front property line.
- (e) No banners, signs, or letters shall be attached to any home or located in or about windows visible from the street or adjoining properties without ACC approval.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

6. Vehicle Parking:

- (a) Members shall not park any non-standard passenger, commercial vehicle over two (2) axles, boat, trailer, camper, mobile home, tractor, bus, farm equipment, recreational vehicle, all-terrain vehicles, trailer coach, or similar vehicle overnight, on any street within Stoney Pointe unless approved in writing by the HOA Executive Board.
 - i. A Member may park a Boat, trailer, camper, etc. in their driveway for cleaning, loading, unloading, etc. for no more than forty eight (48) hours per week. The Member must notify the HOA Executive Board of such activity. The Member may request extension in writing to the HOA Executive board stating the specific reason why the extension is needed. This communication must be performed to prevent assessment of fines.

Should a Member have extenuating circumstances for the loading, unloading, or cleaning of a boat, (such as boat is too large to fit on the driveway) the Member must request alternate methods for parking from the HOA Executive Board. The request must be made in writing, citing what is needed, reason for the request, and when the boat will be removed. The HOA Executive board will evaluate each request on a case by case basis.
 - ii. Members may park a boat, personal watercraft, trailer, etc. on their property as long as:
 - 1. It is not parked in the front of the home. To park in front of the home, a Member must acquire written consent from the HOA Executive Board and the item must be screened.
 - 2. Parking on the property does not cause or create a safety hazard.
 - 3. Parking on the property does not cause or create a blight issue.
- (b) Standard resident vehicles are not permitted to park on any part of the property other than in the garage or on the concrete driveway.
- (c) No vehicle may block access to another's property (to include mail delivery, trash pick-up, etc.), block access for an emergency vehicle (including hydrants), or be parked in such a manner as to present a safety hazard for any reason to any person.
- (d) No overnight parking on any streets within Stoney Pointe at any time.
- (e) If a Member has an emergent situation that requires more parking than is available, the Member should contact the HOA Executive Board immediately. Overnight parking at the Clubhouse will be evaluated on a case by case basis and may be permitted. If overnight parking at the Clubhouse is permitted, the vehicle must display a valid Stoney Pointe Parking Permit (Attachment #7) where it can easily be seen. There will be no fee for this parking.

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

7. **Pets:** In general, enforcement of this section will be conducted by Lexington County Animal Control Officers as they deem necessary. Should a condition become emergent in nature or an offence become repetitive, the HOA Executive Board retains all rights to enforce this section. This section is cited in order to comply with Lexington County Ordinance Chapter 10 and is supported by South Carolina State Laws:
- Authority to provide for public health, safety, police protection and sanitation, S.C. Code 1976, § 4-9-30(5);
 - Authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-20;
 - Rabies control, S.C. Code 1976, §§ 47-5-10--47-5-210
 - (a) Pursuant to the Stoney Pointe Covenants, no owner may possess any other pet than customary household pets.
 - (b) Ownership of any household pets shall be conformant to all state and local laws. No pet shall be allowed to be unrestrained off of the owner's property.
 - (c) Members that are an owner/custodian of a pet are required to see that an identification tag is securely fastened to his or her pet's collar or harness. The tag will clearly indicate the name and phone number of the owner and must be worn by the pet at all times, unless the pet, accompanied by the owner/custodian, is engaged in an activity where a collar might endanger the pet's safety. Further, every owner/custodian of a pet shall have his or her pet inoculated against rabies in such a manner as to provide continual protection. The issued, metal license tag shall be affixed to the collar or harness as stated above at all times.
 - (d) All pets shall be leashed when walking and all owners shall be in firm control of said leashed pet.
 - (e) Commercial boarding, grooming, breeding, shelter, or any such business known as a kennel or cattery shall not be allowed in the Association.
 - (f) At no time shall a pet be allowed to be a nuisance to any other Member. This is including but not limited to any pet found at large (i.e. roaming) or making loud or objectionable sounds.
 - (g) All pet waste (excreta) shall be confined to the owner's lot or shall be picked up immediately. At no time will any pet be allowed to deposit waste on any property that is not the Member's without immediate remediation and collection.
 - (h) Should any pet be designated as "Dangerous" by state or local law, the owner must notify the HOA Executive Board within forty eight (48) hours, in writing, citing the owners name, type of animal, and location of animal in the Association. The HOA Executive Board will make a determination on a case by case basis as to any further actions necessary for the protection of others in the Association.
 - (i) Any owner subjecting an animal to Abandonment or Maltreatment as defined by the Lexington County Ordinance are subject to, but not limited to, fines, levies, removal of pet ownership privileges, or reporting to the Lexington Animal Control Officer as deemed necessary by the HOA Executive Board. The duration of revoked privileges shall be determined by the HOA Executive Board.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

8. **Rental Properties:**

- (a) Any Member in the Association that owns a rental property shall provide a copy of the rental agreement to the HOA Executive Board. Should any personal information be on the rental agreement, such as Social Security number, accounting information, cost of rental, etc., this information must be stricken, marked over, or otherwise rendered unreadable prior to submission. In lieu of a rental agreement, a written statement with the name/s of the renter, telephone contact information of the renter, duration of the rental agreement/lease, and any limitations that may impact the Association as listed in said rental agreement/lease must be provided to the HOA Executive Board within one (1) week of the rental agreement/lease being signed.
- (b) Rental properties shall be rented for a minimum of six (6) months.
- (c) When the property is vacated by the renter, the owner shall provide the HOA Executive Board notice of termination of the rental agreement/lease.
- (d) Members found in violation of non-notification to the HOA Executive Board of an agreement to or termination of any rental agreement shall be subject to a one hundred dollar (\$100.00) fine plus \$10.00 (ten dollars) per day until the violation is corrected.

9. **Disturbing Others:**

- (a) Each Member shall be responsible for and shall regulate the occupancy and use of the owner's lot so as not to disturb other residents in the Association or to interfere unreasonably with the peace and enjoyment of another lot by the owners thereof.
- (b) No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done on a lot which creates an annoyance or nuisance to the owners or residence in the Association.

10. **Rubbish and Trash:**

- (a) No portion of any lot within the Association shall be used as a dumping ground for rubbish, trash, or garbage.
- (b) Trash, garbage, or other waste shall be stored only temporarily awaiting pick-up and must be kept in adequate sanitary containers.
- (c) All equipment for the storage and disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition.
- (d) Garbage cans and equipment shall be placed in such a manner on the lot so as not to be visible from the street.

11. **Maintenance of Property:** All properties within the Association must be maintained to promote an attractive appearance including, but not limited to:

(a) **Lawn maintenance & upkeep:**

- i. Mowing and edging shall be performed regularly by the Member or renter so as not to allow any property within the Association to appear unkempt, overgrown, etc.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

- ii. As per Lexington County Ordinance 06-10, grass clipping or other yard debris shall not be blown into the street. This causes damage to the storm water drainage and provides an undesirable appearance to the Association. All grass clippings or yard debris shall be retained on the property or collected for disposal.
- iii. If a contractor is hired by any Member of the Association to perform lawn maintenance, it is that Member's responsibility to ensure that the contractor complies with these By-Laws. The Member retains all responsibility for the actions or inactions of the hired contractor.

(b) Cleaned and maintained structures:

- i. All properties shall be cleaned periodically and maintained. At no time will any property in the association be allowed to become deteriorated, covered in mold or insect debris, etc.

12. **Association Posted Signage:** Members shall obey all posted signage on all Association owned grounds at all times.

13. **Golf Carts, Motorized Scooters, ATVs, Etc.:**

(a) Golf Carts:

- i. As per South Carolina Law, Title 56, Chapter 2, golf carts are permissible to be used within the confines of the Association as long as:
 - 1. The cart has a valid decal and registration certificate from the State of South Carolina. This registration is valid for 5 years from the date of issuance & must reflect the owner's current address.
 - 2. The Member maintains valid liability insurance.
 - 3. The operator has a valid driver's license. The operator must be at least sixteen (16) years of age.
 - 4. Operation is limited to daytime hours only.

(b) ATVs, Go-Carts, etc.:

- i. As per South Carolina Law, Title 50, Chapter 26, ATVs, Go-Carts, etc. are defined as motorized vehicles designed primarily for off-road travel on low-pressure tires which has three or more wheels and handle bars for steering, but does not include lawn tractors, battery-powered children's toys, or a vehicle that is required to be licensed or titled for highway use, and as such, are not allowed to be operated on any roads within the Association.

(c) Mini-Bikes (Pocket Bikes), Dirt Bikes, and Motorized Scooters:

- i. Non-battery operated mini-bikes, Go-Carts, and motorized scooters, which cannot be registered for on road operation, may not be operated on any roads within the Association.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

14. Violations:

(a) **Non-ACC, Immediate Violations:**

- i. Non-ACC Violations such as, but not limited to, lawn care, vehicle parking, garbage cans, pet violations, etc., must be corrected immediately. Violations will be as annotated on the Notice of Violation (refer to Attachment #6) and shall be marked as "Immediate" and "ACC Violation?" will be marked "No".
- ii. The violation penalty for immediate action violations shall be twenty-five dollars (\$25.00) per occurrence plus ten dollars (\$10.00) per day until the violation is corrected. After five (5) days the HOA Executive Board may take corrective action at the expense of the Member and an action fee of up to one hundred dollars (\$100.00) may be charged to the Member.
- iii. The HOA Executive Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a twenty four (24) hour period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) **Non-ACC, Non-Immediate Violations:**

- i. For violations that are Non-ACC and are not immediate actions, a specified date will be established on the Notice of Violation (refer to Attachment #6). Violations will be as annotated on the Notice of Violation (refer to Attachment #6) and shall be marked as "Non-Immediate" and "ACC Violation?" will be marked "No".
- ii. The violation penalty for Non-ACC, Non-immediate violations shall be twenty-five dollars (\$25.00) per occurrence plus ten dollars (\$10.00) per day until the violation is corrected. After the remediation deadline has passed, the HOA Executive Board may take corrective action at the expense of the Member plus any fines assessed.
- iii. The HOA Executive Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a two (2) week period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(c) **ACC, Non-Immediate Violations:**

- i. For violations that are ACC related, there are no immediate actions. A specified date will be established on the Notice of Violation (refer to Attachment #6). Violations will be as annotated on the Notice of Violation (refer to Attachment #6) and shall be marked as "Non-Immediate" and "ACC Violation?" will be marked "Yes".

STONE POINT HOMEOWNER'S ASSOCIATION

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- ii. All Architectural Control Committee (ACC) non-immediate action violations, as determined by the ACC and HOA Executive Board, will have violation penalties as deemed appropriate by the ACC and HOA Executive Board starting at one dollar \$ (1.00) and not exceeding ten thousand dollars (\$10,000.00) in total, plus ten dollars (\$10.00) per day until the violation is corrected for non-compliance as deemed applicable by the ACC and HOA Executive Board. If corrective action is not taken by the Member within thirty (30) days, the HOA Executive Board has the right to take corrective actions at the expense of the Member plus any fines assessed.
- iii. Penalties for beginning a project without ACC approval is a minimum, but is not limited to, a one hundred dollar (\$100.00) penalty.
- iv. **Fencing:** After thirty (30) days Members may be fined in accordance with these By-Laws. The violation penalty for fencing violations shall be twenty-five dollars (\$25.00) per occurrence plus ten dollars (\$10.00) per day until violation is corrected. After the remediation deadline has passed, the HOA Executive Board may take corrective action at the expense of the Member plus any fines assessed.
- v. The HOA Executive Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a two (2) week period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(d) Violations, All Types:

- i. Remediation of any violation by the HOA Executive Board and/or ACC shall not constitute a trespass.
- ii. All final fee amounts for all violations are to be determined by the HOA Executive Board. Final fee amounts shall be clearly communicated to the Member that is assessed.
- iii. The HOA Executive Board shall have the power to impose reasonable fines against any Member, or to suspend the Member's right to use the Recreational Facilities for violation of any duty imposed under the Declaration of Covenants, these By-Laws, and Policies. In this regard, Members shall be responsible for all violations of the Declaration of Covenants, By-Laws, or Policies by any person occupying or visiting these respective Lots or dwellings within the Property, or otherwise utilizing the Recreational Facilities with their permission or the permission of their respective occupants. Failure to comply shall be grounds for an action to recover sums due, for damages, for injunctive relief, or for any other remedy available at law or in equity, the Association, or, in a proper case, by any aggrieved Member(s).

STONE POINT HOMEOWNER'S ASSOCIATION

BY-LAWS

- iv. A majority vote of the HOA Executive Board will be needed in order to levy a fine. The cost of such correction action or such fines shall be the personal obligation of the lot owner and the HOA Executive Board may file a lien on the lot to collect same. Timing of the actions will be at the discretion of the HOA Executive Board, except for immediate corrective actions.
 - v. The failure of the HOA Executive Board to enforce any provision of the Declaration, By-Laws, or the Rules and Regulations shall not be deemed a waiver of the right of the HOA Executive Board to do so thereafter.
- (e) **Notice of Violation:** Prior to impositions of any penalty hereunder, the Association, acting through the HOA Executive Board, shall serve the alleged violator a written Notice of Violation (refer to Attachment #6) describing:
- i. The nature of the alleged violation to include the section of the Covenant or By-Law violated.
 - ii. The corrective actions required.
 - iii. The time in which the corrective action must be completed.
 - iv. The fines to be levied if corrective action is not completed.
 - v. A statement that the proposed sanction shall be imposed as contained in the Notice of Violation unless a request for a hearing is received within ten (10) days of the notice shall be imposed.
- (f) **Hearings and Appeals:**
- i. Appeals that require immediate action should be appealed immediately.
 - ii. If a hearing is requested within ten (10) days of the notice, the hearing shall be held in a HOA Executive Board Special Meeting affording the alleged violator a reasonable opportunity to be heard.
 - iii. Five (5) HOA Executive Board Officers are required to be present to conduct a hearing. The President or Vice-President shall attend all hearings.
 - iv. The Rules Committee Chairperson, or appointee from the committee, shall attend all hearings.
 - v. Should the violation be related to any governance by the ACC, the ACC Chairperson, or appointee from the committee, shall attend the hearing.
 - vi. Prior to the effectiveness of any sanction hereunder, proof of the proper notice shall be placed in the minutes of the HOA Executive Board Special Meeting. Such proof shall be deemed adequate if a copy of the note, together with a statement of the date and manner of delivery, is entered by the Officer or Agent who delivered such note. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions, if any, imposed.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

15. **Violation Monitoring:** The HOA Executive Board, Property Manager, and/or any appointee of the HOA Executive Board shall monitor all properties within the Association for violations. Should a Member of the Association see a violation of the Covenants, By-Laws, or Policies the Member should report the violation/s to the HOA Executive Board.

ARTICLE XII

HOA FINANCIAL POLICY

1. **Expenditures:**

- (a) Any dispersals of Association funds for recurring expenses below two hundred (\$200.00) dollars may be accomplished by the President or Property Manager (as authorized by agreement or contract).
- (b) All monetary dispersals for non-recurring expenses over two hundred (\$200.00) dollars but less than one thousand (\$1000.00) of the Association will require the signatures of two (2) Officers of the Association, preferably the President and Treasurer.
- (c) Any dispersals of Association funds over one thousand (\$1000.00) shall be approved by a majority vote by the HOA Executive Board and will require the signatures of two (2) Officers of the Association, preferably the President and Treasurer. To the extent possible, any expenditures over one thousand (\$1000.00) shall be sent out for contract bid and bid upon by no less than three (3) Contractors. All proposed bids shall be reviewed, rejected, and/or approved by the HOA Executive Board. Submitted, rejected, and approved bids shall be provided to any Member (upon request) in accordance with State Law, the Covenants, and the By-Laws. Any rejected bid documents may be discarded after six (6) months or after the next Association Annual meeting, whichever is longer. All approved Contract bids must be retained for a minimum of one (1) year after project completion unless required longer by State and/or local law or as deemed necessary by the HOA Executive Board.

2. **Funds:**

- (a) **Amenities Fund:** The HOA Executive Board shall institute an "Amenities Fund" to better prepare the Association to provide the financial ability to repair, maintain, and/or otherwise improve the Association Amenities or Recreational Facilities owned by the Association.
 - i. The Amenities Fund shall be a part of the Annual Budget.
 - ii. The HOA Executive Board shall conduct any necessary meetings of the Association to determine if a repair or alteration of the Association owned amenities are needed. Amenities Fund expenditures shall be approved by the Association Members as outlined in these By-Laws and within the Expenditure guidelines established above.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

- iii. Should a repair be emergent in nature (a detriment to the safety and welfare of the Association, Association's property, or Member's property), the HOA Executive board may, in its sole discretion, approve and enact any needed emergent repairs without Member approval or performing a bidding process. Should funds be used to remedy an emergent issue, notification shall be sent to all Members in the Association within seven (7) days of the expenditure detailing the actions taken and the justification thereof.
- (b) **Road Fund:** The HOA Executive Board shall institute a "Road Fund" to better prepare the Association for the eventuality of road and parking lot repairs for property owned by the Association.
 - i. The "Road Fund" shall be a part of the Annual Budget.
 - ii. The HOA Executive Board shall conduct any necessary meetings of the Association to determine if a repair or alteration of the Association owned roads, parking lots, or curbing are needed. Road Fund expenditures shall be approved by the Association Members as outlined in these By-Laws and within the Expenditure guidelines established above.
 - iii. Should a repair be emergent in nature (a detriment to the safety and welfare of the Association, Association's property, or Member's property), the HOA Executive board may, in its sole discretion, approve and enact any needed emergent repairs without Member approval or by performing a bidding process. Should funds be used to remedy an emergent issue, notification shall be sent to all Members in the Association within seven (7) days of the expenditure detailing the actions taken and the justification thereof.
- (c) **Reserve Fund:** The HOA Executive Board shall institute a "Reserve Fund" to assure fiscal flexibility for repairs, Association improvements, legal fees, etc.
 - i. These funds shall remain unused until such time as determined needed by the HOA Executive Board and approved for use by the Association Members as outlined in these By-Laws and within the Expenditure guidelines established above.
 - ii. Funds may be used to offset costs of maintenance, planned or emergent repairs, planned improvements, or remediation of a Member's property as outlined in the By-Laws.
 - iii. Should a repair be emergent in nature (a detriment to the safety and welfare of the Association, Association's property, or Member's property), the HOA Executive board may, in its sole discretion, approve the use of reserve funds for emergent repairs without Member approval. Should reserve funds be used to remedy an emergent issue, notification shall be sent to all Members in the Association within seven (7) days of the expenditure detailing the actions taken and the justification thereof.
- (d) **Annual Audits and Tax Reporting:**
 - i. All State and Federal Tax documents shall be prepared by a CPA. The HOA Executive Board shall review and approve by majority vote any such documents prior to filing with the State of South Carolina or the Internal Revenue Service.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

- ii. The HOA Executive Board shall arrange an annual audit of the Association financial records by a CPA. The results of such audit shall be reported to the HOA Executive Board and the Association. The CPA may not have any personal affiliation with an Officer of the HOA Executive Board.
- iii. All audits or tax documents shall be made available to any Member for review in accordance with South Carolina State Law, Title 33, Chapter 31 and the provisions set forth in these By-Laws.

ARTICLE XIII

AMENITIES AND RECREATIONAL FACILITIES

1. **Management and Control:** The Association shall own the Recreational Facilities and be responsible for the management and control of activities.
2. **Property Damage:** Each person who uses the Recreational Facilities, whether as a Member or as a guest, assumes sole responsibility for his/her property. The Association shall not be responsible for any loss or damage to any private property used or stored in the Recreational Facilities with exception to damage incurred by Recreational Facility structures not being maintained that are under governance and ownership of the Association.
3. **Member Liability:** Every Member shall be liable for any property damage and/or personal injury occurring on the Recreational Facilities which is caused directly or indirectly by the conduct of the Member or any person using the Recreational Facilities with the expressed or implied consent of such Member and shall indemnify the Association for any loss, cost, claim, injury, damage, or liability sustained by the Association as a result of such conduct.
4. **Association Liability:** All Members, guests, or other persons who use the Recreational Facilities, or who engage in any function of whatever nature organized, arranged or sponsored by the Association shall do so at their own risk. Furthermore, each Member and each person using the Recreational Facilities with the expressed or implied consent of any Member expressly agrees that neither the Association nor its Officers, Employees, Representatives, or Agents shall have any liability for any loss, cost, claim, injury, or damage sustained or incurred by him/her, resulting from any act or omission of the Association or any Officer, Employee, Representative, or Agent of the Association except an omission willful misconduct or by facility structures not being maintained that are under governance and ownership of the Association.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended only by the affirmative vote of Members of the Association in accordance with these By-Laws.

**STONE POINT HOMEOWNER'S ASSOCIATION
BY-LAWS
ARTICLE XV**

MISCELLANEOUS

1. **Notices:** Unless otherwise provided in the Declaration of Covenants, other Association Documents, or elsewhere in the By-Laws, whichever notice is required or permitted to be given to a HOA Executive Board Officer or Member, it shall not be construed to mean personal service, but may be given in writing by prepaid, first-class mail addressed to such HOA Executive Board Officer or Member at such address as appears on the books of the Association. Such notice shall be deemed given when sent. Whenever notice required to be given by Law or the Association Documents, a waiver thereof signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.
2. **Fiscal Year:** The calendar year shall be the corporate operating year, beginning on January 1 and December 31 of each year. The HOA Executive Board may change the Association to such other fiscal year basis as the HOA Executive Board determines is in the best interest of the Association.
3. **Authority of Members:** No Member, except as a HOA Executive Board Officer of the Association acting pursuant to these By-Laws, shall have any authority or power to act for the Association or to bind it.
4. **Captions, Gender, and Number:** Captions to Articles and paragraphs herein are for convenience only and shall not be deemed to be a part of these By-Laws or limit anything contained herein. Whenever used herein any gender shall include the others, the singular shall include the plural and the plural shall include the singular, whenever appropriate.
5. **Validity / Severability:** If any By-Laws or part thereof shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other By-Law or part thereof.

STONE POINT HOMEOWNER'S ASSOCIATION BY-LAWS

6. **Indemnification:** To the extent permitted by and subject to the laws of the State of South Carolina, any present or former Officer or Employee of the Association shall be entitled to reimbursement of expenses and other liabilities including attorney's fees actually and reasonably incurred by him or her and any amount owing or paid by him or her in discharge of a fine, penalty or costs paid by him or her in settlement approved by a court of competent jurisdiction, in any action or proceeding, including any civil, criminal or administrative action, suit, hearing or proceeding, to which he or she is a party by Reason of being or having been an Officer or Employee of the Association. To the extent permitted by and subject to the laws of the State of South Carolina, the Association is authorized to purchase and maintain insurance on behalf of any present or former Officer or Employee of the Company against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such together with such costs, fees penalties, fines and the like with respect thereto, all as set forth herein above. This section is not intended to extend or to limit in any way the right and remedies provided with respect to indemnification of Officer, Employees, and other persons provided by the laws of the State of South Carolina, but is intended to express the desire of the Members of this Association that indemnification be granted to such Officers, Employees, and other persons to the fullest extent allowable by such laws.
7. **Conflicts:** If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of Incorporation (Declaration of Covenants), and these By-Laws, the provisions of South Carolina law, the Articles of Incorporation (Declaration of Covenants), and these By-Laws (in that order) shall prevail.

ARTICLE XVI

ATTACHMENTS TO THE BY-LAWS

- Attachment 1: Architectural Control Committee (ACC) Policies
- Attachment 2: ACC Request Form
- Attachment 3: Clubhouse Rental Agreement & Cleaning Checklist
- Attachment 4: Storage Lot Application
- Attachment 5: Pool Regulations
- Attachment 6: Notice of Violation
- Attachment 7: Parking Permit Request and Parking Permit
- Attachment 8: Meeting Notice
- Attachment 9: Proxy Voting
- Attachment 10: Ballot Voting

STONEY POINTE HOMEOWNER'S ASSOCIATION BY-LAWS

IN WITNESS WHEREOF, the Association have caused these presents to be executed in its corporate name by its Officers thereunto duly authorized on the ~~XX~~ Day of 20~~XX~~.

Executed and declared by:

Stoney Pointe HOA President:

_____/_____
[Print Name and Sign] Date

Witness:

_____/_____
[Print Name and Sign] Date

Witness:

_____/_____
[Print Name and Sign] Date

Attest: Stoney Pointe HOA Secretary:

_____/_____
[Print Name and Sign] Date

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

One of the most effective methods of assuring the protection of the master land concept and community lifestyle is through the establishment of high standards of design review. In order to accomplish this objective, the Architectural Control Committee has been established to review applications and design documents for all new construction and alterations, and modifications or changes to existing properties. Each application is evaluated on its own merits with reasonable flexibility for design function and creativity.

1. **AUTHORITY:** The authority of the Architectural Control Committee and Planning Criteria is set forth in the Stoney Pointe Declaration of Covenants, which encompasses every lot. Should a situation arise that is not covered in these policies, the ACC must consult the HOA Executive Board prior to rendering decisions for approvals, disapprovals, corrective action measures, etc.
2. **MEMBERS:** The ACC shall include three (3) or more Members appointed by the HOA Executive Board, including the President of the Association, and a builder (if/when required). Members should be selected with experience in or knowledge of architecture, construction, or land development and/or management.
3. **MAJORITY VOTE & APPEAL OF DECISIONS:** Each member of the ACC shall have an equal vote and the majority of the reviewing members of the ACC shall constitute a decision for approval or denial of an application. Two (2) members may act on behalf of the ACC when specific decisions of the full committee are not required. Applicants may appeal decisions through either of the two processes below:
 - (a) Review by the full ACC via a special Meeting called for that purpose.
 - (b) Review by the full HOA Executive Board via a special Meeting called for that purpose.Note: Should the ACC reach an impasse on any decision regarding these policies, the HOA Executive Board shall have the final decision on all matters.
4. **MEETINGS:** The ACC should respond to applications within fourteen (14) days but in no case will responses exceed thirty (30) days from the date of submission.
5. **ACC FUNCTIONS / SERVICES:** The Architectural Control Committee is empowered to perform the following functions and services:
 - (a) To establish guidelines for the protection of property values and to provide the best possible safeguards for continuing appreciation. The approvals for one lot shall not inter or indicate that approval will be granted for similar lots.
 - (b) To review all applications for compliance with the listed Planning Criteria found in this policy, with the Declaration of Covenants, and with the By-Laws.
 - (c) To assure compatible architectural designs and harmonious relationships with neighboring lots.
 - (d) To monitor violations of Planning Criteria, to direct actions to prevent violations from continuing, and to advise the HOA Executive Board to levy fines after notice to the owners and opportunity to be heard have occurred.
 - (e) To amend Planning Criteria as may be required from time to time.
 - (f) To contact applicants whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring applications into compliance with Planning Criteria.

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

6. **APPLICANT'S RESPONSIBILITIES:** The ACC assumes no liability for applicant's responsibility, which includes but is not limited to the following:
 - (a) Performance or quality of work of any contractor or subcontractor.
 - (b) Compliance with all laws, codes, and ordinances of any governmental agency or body.
 - (c) Determination of environmental restrictions, drainage, and grading requirements and all surface and subsurface soil conditions.
 - (d) Determination of structural, mechanical, electrical, and all other technical aspects of a proposed design that can only be determined by competent architects, engineers, contractors, and other similar professionals.
 - (e) Compliance with the Stoney Pointe Declaration of Covenants and ACC Planning Criteria.
 - (f) Accuracy of all stakeouts and surveys.
7. **DESIGN REVIEW APPROVALS:** All new construction and changes, including change of color, modifications, alterations, and improvements to existing homes must receive approval from the ACC prior to obtaining building permits or commencing work.
8. **DESIGN REVIEW DECISIONS:** The Architectural Control Committee shall be bound by the Declaration of Covenants, By-Laws, and standards contained herein for all reviews for which the ACC has authority over. Upon receipt of a properly completed application, the ACC will review applicant's plan and specifications and render one of the following types of decisions in writing:
 - APPROVED
 - APPROVAL CONDITIONAL ON MODIFICATIONS
 - DISAPPROVEDIn the event applications are DISAPPROVED at time of Architectural Review, applicants must make appropriate changes and resubmit. The ACC must provide what section of the By-Laws or these policies that the submitted application would violate.
9. **VARIANCES:** All variance requests shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions.
10. **WRITTEN APPROVAL / ORAL STATEMENTS:** Applications for Architectural Review, either partial or complete will be returned with the ACC's decision(s), comments, and limiting conditions signed by a member of the ACC. **Oral statements shall not constitute an approval of application.**
11. **ADDITIONS / REMODELING / IMPROVEMENTS:** Applications for changes, modifications, alterations, and improvements to approved plans for existing homes shall consult with the ACC to determine the Design Documents required for approval. No work shall commence without approval of the ACC. This includes repainting of a home if another color is used other than the originally approved color.
12. **CONSTRUCTION CHANGES:** All construction must be completed in accordance with the applications and Design Documents as approved. Exterior changes to the subject property shall receive approval of the ACC. Applicants requesting change approvals should consult with the ACC to determine Design Documents required, if any, for approval.

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

13. **DESIGN REVIEW & DOCUMENTS:** In order to provide a systematic and uniform review of the proposed construction, the Design Documents must adhere to the criteria and steps outlined below. Builders, Owners, & Architects submitting plans & required data shall be referred to hereafter as "applicants".

(a) **STEP ONE: PRELIMINARY ARCHITECTURAL REVIEW:**

Applicants must provide the following items at the time of application:

i. Complete set of working drawings to include the following:

1. SITE PLAN:

- Scale 1"-20' (Max.) or other acceptable scale
- Property Lines
- Set Backs
- Basements
- Right-of-ways
- Driveways
- Sidewalks
- Patio/Decks
- Walkways
- Storage Facilities
- Screened Area (for Boats, RV's, clotheslines, exposed garbage containers, etc.)
- Pools
- Culverts
- Well and pump house (if applicable)
- Dwelling Perimeters (1st/2nd floor) Roof Line/Overhang
- Walls & Fences

2. PLANS & EXTERIOR ELEVATIONS:

Show (1/4 x 1'0" or other acceptable scale) elevations and list of materials and manufacturers on all building exteriors. (Including walls, fencing & screening, decks, mechanical equipment, screened enclosures, etc.)

3. DRIVEWAY: Materials, finish, and color.

ii. Such other items as required by the ACC in writing.

(b) **STEP TWO: SUBMISSION OF PLANS:**

Applicants must submit plans after ACC approval to the appropriate local authority and any other such agencies having jurisdiction for required permits.

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

14. **KEY DESIGN GUIDELINES AND REQUIREMENTS:** The following list summarizes those design elements, which the ACC requires. The ACC recommends the use of certified professional qualified in the fields of planning, architecture, landscape design, engineering, and surveying.
- (a) Compliance with all deed restrictions as found in the Declaration of Covenants for Stoney Pointe.
 - (b) Emphasis on the aesthetics of exterior architectural design.
 - (c) Minimum square footage of heated space as designated in the Declaration of Covenants for Stoney Pointe.
 - (d) Applicant shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining properties. Applicant shall provide rip-rap, stepped terraces or other forms of erosion control as may be required by the ACC.
15. **SWIMMING POOLS / SCREEN ENCLOSURES:** The ACC recommends the use of certified professional qualified in the fields of planning, architecture, landscape design, engineering, pool installation, and surveying.
- (a) The elevation of the top of any swimming pool construction on any lot may not be above the level of the ground surrounding the pool.
 - (b) Swimming pool shall not be permitted on the street side of the residence unless screened from any viewable side.
 - (c) No swimming pools, pool decks, screen enclosures, or patio/decks shall be located outside of minimum building setback areas unless approved.
 - (d) All swimming pools must have a fence or wall compliant with State and local laws and approved by the ACC.
16. **FENCES:** The ACC must approve all fences. The following guidelines will be used in the approval process:
- (a) Normally fences in the rear of the yard will be approved without concern for the effect those fences have on neighbors in the development. Fences on waterfront property are not encouraged. The approval process for fences proposed for lots on waterfront property in both sections of the development will consider the effect of the fence on the neighbor's view of the lake.
 - (b) All fences must be installed with the following guidelines:
 - i. Fences should be at least six (6) inches off property line.
 - ii. Fences must not be installed on or over the sewer easement of the SCE&G buffer zone.
 - iii. Fencing shall be installed to meet the ground level slope of the land. Adequate gaps may be maintained for gate clearances.
 - iv. The fence must be considered attractive by the ACC.
 - v. No chain link fences will be approved.
 - (c) All fencing must be maintained and kept attractive. The ACC has the right to notify a Member when a fence has not been maintained and/or repaired.

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

17. UTILITIES / SERVICE AREAS / ACCESSORY STRUCTURES:

- (a) No temporary or permanent accessory structures, such as playhouses, tool sheds, doghouses or pens, etc., shall be permitted unless specific written approval of the ACC or HOA Executive Board is obtained.
- (b) All playground equipment shall be placed to the rear of the residence, properly screened, and placed only with the approval of the ACC.
- (c) No satellite dishes larger than 36 inches in diameter, no radio, or television aerials or antenna, or any other external electronic equipment, or devices, may be installed, or maintained, on any Lot, or on the exterior of any structure on a Lot, without obtaining ACC approval.
- (d) Clotheslines shall not be allowed unless screened.
- (e) All garbage containers, AC compressors, water softeners, pool pump equipment, etc., shall be located in rear of yards or back side of yard.
- (f) Applicant shall be responsible for all utility services from the point of utility company connections underground to the Applicant's home. All utilities shall be underground except temporary electrical service for homes under constructions. Meters, transformers, and other utility service equipment/gear shall be shielded by screening, walls, or landscaping approved by the ACC.

18. **MAINTENANCE:** All structures located on the lot must be maintained by the Member. Members shall repair said structures as needed or when directed by the ACC or HOA Executive Board.

19. VIOLATION AND PENALTY PROCEDURE: As applicable to the ACC Policies:

- (a) Members found in violation of these policies will be provided one courtesy visit by the ACC or HOA Executive Board. If the Member cannot be reached in person, the ACC or HOA Executive Board shall send written notification to the address shown on the records of the Association or shall post notification on the property citing:
 - The nature of the violation to include the section of the Declaration of Covenants, By-Laws, or ACC Policy violated.
 - The corrective actions required.
 - The time in which the corrective action must be completed.
 - The fines to be levied if corrective action is not completed.The ACC shall assess fines and advise the HOA Executive Board to take corrective action at the lot owner's expense and, if needed, to levy a fine.
- (b) Hearings and appeals shall be conducted in accordance with the By-Laws.
- (c) All immediate action violations, shall be conducted in accordance with the By-Laws.
- (d) All non-immediate action violations, shall be conducted in accordance with the By-Laws.

STONY POINTE HOMEOWNER'S ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES

20. **AMENDMENTS:** These standards may be amended from time to time. Changes shall be submitted in writing to the HOA Executive Board. Said proposed changes shall be reviewed first by the HOA Executive Board and then subsequently by the Association at the next available meeting. All additions to these guidelines shall be subject to the same approvals (i.e., majority voting, quorum, proxy voting, etc.) as established in the Stoney Pointe By-Laws. New policies or changes to existing policies may not take effect, be enforced, nor may corrective actions be assessed until adequate notice has been provided to each Member within the governance of the HOA after approval (normally 30 days).
21. **NATURAL DISASTERS:** Should a natural disaster occur such as tornado, earthquake, massive flooding, etc. that causes catastrophic damage to the Association, the HOA Executive Board may determine to suspend all ACC policies in order to aid in reclamation and reestablishment of the homes within the Association. Should a suspension of these policies and By-laws be needed, the HOA Executive Board may notify all residents in any manner that is deemed appropriate pursuant with the safety and well-being of the residents at that time.
22. **DISCLAIMER:** No approval of plans, location, or specifications by the Architectural Control Committee and no publication of architectural standards or guidelines shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in a properly designed or constructed residence. All plans submitted shall meet local government's building codes and zoning ordinances. The ACC assumes no responsibility for reviewing compliance with these codes. When local government ordinances are in conflict with the requirements, the stricter shall apply.

**STONY POINTE HOMEOWNER'S ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE (ACC) POLICIES**

IN WITNESS WHEREOF, the Association have caused these presents to be executed in its corporate name by its Officers thereunto duly authorized on the **XX** Day of 20**XX**.

Executed and declared by:

Stoney Pointe Architectural Control Committee Chairperson:

_____/_____
[Print Name and Sign] Date

Stoney Pointe HOA President:

_____/_____
[Print Name and Sign] Date

Witness:

_____/_____
[Print Name and Sign] Date

Witness:

_____/_____
[Print Name and Sign] Date

Attest: Stoney Pointe HOA Secretary:

_____/_____
[Print Name and Sign] Date

Stoney Pointe at Bear Creek
Homeowner's Association
ACC Request Form



MEMBER SECTION:

Date:			
Printed Name:			
Address:			
Phone:	Home:		
	Office/Work:		
	Cellular:		
What do you plan to build?			
What Materials will be used?			
Start Date:		Finish Date: <small>(No Greater than 1 year from start date)</small>	
Will this be contracted or self-performed?	Contracted <input type="checkbox"/>		Self-Performed <input type="checkbox"/>
If contracted, please provide name of Contractor:			
Contractor Contact Phone Number:			

**Make sure to include a picture or drawing with this application. If it is for a fence or deck, make sure to draw the outline of the property and where it will be placed. If a picture or drawing is not submitted with this application your approval time will be delayed.

You will be contacted by an ACC member before approval. Please allow up to 30days from the date the HOA receives your request for approval. **Do Not begin any projects without approval. Penalties for beginning a project without approval is a minimum, but not limited to, \$100.00 fine.

HOA (ACC) SECTION:

Date HOA received application:	
---------------------------------------	--

ACC Point of Contact:	
ACC Member Name:	
ACC Member Phone:	
DATE:	

Status of Application:		
APPROVED <input type="checkbox"/>	APPROVAL CONDITIONAL ON MODIFICATIONS <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>

**If the application is "APPROVAL CONDITIONAL ON MODIFICATIONS" or "DISAPPROVED", please see page 2 for full explanation.

Stoney Pointe at Bear Creek
**Homeowner's Association
ACC Request Form**



Conditions for Approval or reason for Disapproval:

Stoney Pointe at Bear Creek 
**Homeowner's Association
 Clubhouse Rental Agreement**

The Stoney Pointe Community Clubhouse can be rented to host meetings and small social gatherings. The Clubhouse is equipped with rest rooms, refrigerator, a microwave, sofas, TV, Wi-Fi, and tables. Clubhouse rental is only available to Residents of Stoney Pointe at Bear Creek.

FACILITY RENTAL FEE & *SECURITY DEPOSIT	
<small>*Security deposit is required by all renters</small>	
Rental Fee	Security Deposit
\$75	\$100

Renter Information:

Printed Name:				
Company (if applicable)				
Address:				
Phone:	Home:		Office/Work:	
	Cellular:		Fax:	
Email Address:				
Are you a Renter or Member?	Renter <input type="checkbox"/>	Member <input type="checkbox"/>		
If you are a Renter, please provide your Landlord's information:				
Landlord's Name:				
Landlord's Address:				
Landlord's Phone:				

*****If you are a renter or family of a renter we must have your landlord's information in addition to yours. Failure to supply your landlord's information will be an automatic denial of your application request!*****

Purpose of Event:					
Date of Event:		Start Time:		End Time:	
Will Food/Beverage be present?	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Will a caterer be present?	Yes <input type="checkbox"/>	No <input type="checkbox"/>			

PAYMENT INFORMATION			
Make checks payable to: "Stoney Pointe @ Bear Creek, HOA". NO CASH WILL BE ACCEPTED, NO EXCEPTIONS.			
Security Deposit:	\$	Check #:	
Rental Fee(s):	\$	Check #:	
HOA Rep. Printed Name:			
HOA Rep. Signature:			
Date:			

Stoney Pointe at Bear Creek 
**Homeowner's Association
Clubhouse Rental Agreement**

Stoney Pointe @ Bear Creek HOA will officially reserve the facility subject to availability upon deposit, rental fee payment, and signed rental agreement.

Facility Usage: The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the HOA. Sales of Alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA.

Hours: The facility may be rented Monday - Sunday 10am to 1am. The facility may not be used past 1am without prior approval from the Stoney Pointe @ Bear Creek HOA Management. Please allow appropriate time for setup before the event and cleanup after your event.

Rental Agreement: To reserve the Stoney Pointe @ Bear Creek HOA's Community Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the Stoney Pointe @ Bear Creek HOA. Residents MUST be current on Membership dues, Assessments, Fines, Liens, etc. in order to rent the facility.

Rental Fees: All rental fees and a refundable security deposit are due at time of application.

Security Deposit: All rental applicants must pay a security deposit of \$100.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the association will resort to legal remedies, including a lien on Member(s) property. The decision of whether the deposit shall be refunded is solely up to the Stoney Pointe @ Bear Creek HOA and will not be refunded until the facility has been inspected by a Stoney Pointe @ Bear Creek HOA Amenities committee member.

Reservations: Clubhouse reservations are "first- come, first- served" with priorities given to Stoney Pointe Homeowner's Association functions. A completed reservation form and both subsequent checks are to be received by the Stoney Pointe @ Bear Creek HOA to finalize a reservation.

Reservation Status: A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the HOA. Renter will receive a Post Function/Event Cleanup Checklist and instructions on obtaining and returning the key.

Parking: Limited spaces are available for parking at the Stoney Pointe @-Bear Creek HOA Community Clubhouse. Vehicles shall not be parked on the grass. Vehicles can be parked along the road leaving room for traffic to flow. No overnight parking without prior notice and approval of the Stoney Pointe @ Bear Creek HOA.

Personal Property: The Stoney Pointe @ Bear Creek HOA is not responsible for any valuables or personal property left on or stolen from the premises.

Animals: Animals, with the exception of service animals, are not permitted inside the Stoney Pointe @ Bear Creek HOA's Community Clubhouse without prior approval of the Home Owner's Association.

Confetti: Thrown rice, birdseed, glitter, and all types of confetti are prohibited inside the Stoney Pointe @ Bear Creek Clubhouse.

Smoking: Smoking is prohibited on all Stoney Pointe @ Bear Creek HOA properties except where specifically designated.

Stoney Pointe at Bear Creek



Homeowner's Association Clubhouse Rental Agreement

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash cans. All table tops, chairs, counter tops, and any appliances used must be wiped clean. All appliances and lights need to be turned off and all doors/windows locked. The cleaning check list shall be left on the kitchen counter. The Key shall be placed in the locked mailbox at the entrance to the Clubhouse grounds. Rental applicant shall spot mop any spills and sweep the floor if needed. If it becomes necessary for Stoney Pointe @ Bear Creek HOA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the Stoney Pointe @ Bear Creek HOA.

Caterers: Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the Stoney Pointe @ Bear Creek HOA. Caterers must be insured and proof of the Caterer's insurance must be provided prior to approval of the rental agreement.

Minors: Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

Care of Premises: Neither renter nor their guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by a Stoney Pointe @ Bear Creek HOA Amenities committee member before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by renter, their guests or representatives, or used for any other purpose other than ingress or egress from the premises.

Acceptance of Premises: It is understood that the client accepts premises "As Is." The client may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

Questions/Problems: If you have any questions or problems before or during your rental of our Community Clubhouse, please call the Stoney Pointe @ Bear Creek HOA at (803) 941-7227 or email: stoneypointebearcreek@gmail.com

Stoney Pointe at Bear Creek



Homeowner's Association Clubhouse Cleaning Checklist

Renter Name:	
Event Date:	

Thank you for renting the Stoney Pointe @ Bear Creek Clubhouse and helping maintain it for the enjoyment of other homeowners. Please use the checklist below to help us prepare for the next renter.

	Remove all equipment, decorations, supplies, personal articles, etc.
	Return all furniture to original location. Please do not drag furniture to avoid marking floors.
	Return fold-up tables and chairs to storage room.
	Clean up any spills or food items. Take all remaining food items with you – check refrigerator and cabinets.
	Spot mop and sweep, if needed.
	Wipe down all counter tops, as well as inside and outside of microwave if used.
	Remove all trash and place in the receptacles located outside of the clubhouse. Replace with new liners.
	Turn off all lights.
	Lock all doors (front doors, back doors, storage closet, and restroom access doors).

- Cleaning supplies, paper products, and trash bags are located in the storage closet. After use, please return those items to their proper location.
- Please initial each item above indicating its completion and leave this checklist on the kitchen counter.
- Return the key to the clubhouse mailbox.
- A Stoney Pointe @ Bear Creek HOA Amenities committee member will evaluate the clubhouse after your event.

Comments/Suggestions:	

Renter Signature:	
Date:	

HOA Rep. Signature:	
Date:	

Stoney Pointe at Bear Creek 
**Homeowner's Association
Storage Lot Application**

MEMBER/RENTER SECTION:

Date:			
Printed Name:			
Address:			
Phone:	Home:		
	Office/Work:		
	Cellular:		
Are you a Renter or Member?	Renter <input type="checkbox"/>	Member <input type="checkbox"/>	
If you are a Renter, please provide you Landlord's information:			
Landlord's Name:			
Landlord's Address:			
Landlord's Phone:			

*****If you are a renter or family of a renter we must have your landlord's information in addition to yours. Failure to supply your landlord's information will be an automatic denial of your application request!*****

How many slots would you like to rent?	
What will you be storing?	

*****You must have valid tag/s, license, insurance, etc. on items such as boats, campers, or vehicles. Applicant must provide copy of these documents to the HOA upon rental of storage space. Failure to provide these documents will be automatic denial of your application. Failure to keep these documents up to date may result in fees, liens, or towing from the storage lot at the owner's expense*****

In order for the HOA to better serve you, please provide us the type of payment plan you wish to use. The plan that you pick cannot be changed unless approved by the Stoney Pointe@ Bear Creek HOA's office.

Monthly (At the first of the Month)	Quarterly (Every 3 Months)	Bi-Annually (Twice per year)	Yearly (Once per year)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Stoney Pointe at Bear Creek 
Homeowner's Association
Storage Lot Application

Payment will begin on the 1st day of each month starting with the initial payment of this agreement and run concurrent to this contract until notified by the renter of cancellation. Any rental which begins in the middle of the month will be prorated according to the rental date. Lot rental payments will then subsequently commence from the 1st of the month forward until you notify Stone Pointe @ Bear Creek HOA's office of cancelling the agreement. Furthermore, the cost is **\$20.00** per month, all payments will be subject to a late fee assessment of **\$10.00** for administration cost which will be charged to your account after the 16th day of the month. If the SPHOA's office have not received payment by the 20th day of the month your access to the boat storage area will be denied until all monies owed to the SPHOA's office are collected and current. If you have not made any attempt by **60 days** to contact the office or made your account current, Stoney Pointe @ Bear Creek Home Owners Association will have no other alternative to consider your property **"ABANDONED"**. Should this account become delinquent Stoney Pointe @ Bear Creek Home Owner Association will exercise their legal right to assess fines, place a lien on or sell your property, or to have your property towed at the owner's expense for past due monies in order to settle your debt. The Association reserves the right to move any trailer, watercraft or other stored item for good cause, including items that are unsightly or appear to have been abandoned. All trailers must be parked in the assigned space to avoid damage to Association fencing and to adjacent trailers. Members will be assessed for damages caused by improper parking.

By signing this agreement you, the renter, acknowledge these dates set forth and fully understand the agreement as it pertains to renting storage from Stoney Pointe @ Bear Creek Home Owner Association. In addition, Stoney Pointe @ Bear Creek Home Owner Association is not responsible to remind you of these dates. It is your responsibility to keep track when you need to make your payment. This contract is a legal binding document and it is the renters' responsibility to maintain their account in accordance to this agreement.

By signing this agreement you the renter fully understand that (Stoney Pointe @ Bear Creek Home Owner Association is not responsible for loss of or for damage to property that is stored in our storage lot except as specified in the HOA By-Laws).

Renter/ Member Signature & Date:	
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Status of Application:	
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>

HOA Board Member Printed Name:	
HOA Board Member Signature:	
Date:	

Witness Printed Name:	
Witness Signature:	
Date:	

Stoney Pointe at Bear Creek 
Homeowner's Association
Pool Regulations

The Stoney Pointe HOA pool is ONLY for residents of Stoney Pointe @ Bear Creek Subdivision.

- Dates of Operation: The Pool shall be open from the first Friday before Memorial Day until October 1st.
- Hours of Operation: 7am-10pm, 7 days a week, **with 24 hours surveillance.**
- **All guests** must be accompanied at all times by a resident of Stoney Pointe HOA while using the pool.
- Due to the size of our pool verses the size and growth of our neighborhood, we are forced to limit guests to no more than 2 per household. **** Members of Stoney Pointe have priority over guests.**
- If a person doesn't have a key, do not let them in the pool area. **NO KEY, NO ENTRY.**
- **HOA Dues, Assessments, Fines, Liens, etc. must be up-to-date or access to the pool will be denied.**
- **NO children under the age of 14** in the pool area without a parent or responsible adult **21 years or older.**
- **NO** running, jumping, horseplay, and/or misconduct allowed in the pool or on the pool deck.
- **NO** diving allowed.
- **NO** diapers allowed in the pool. **Approved disposable swim pants only.**
- **Dispose of soiled baby diapers in a plastic bag** in the Baby Changing Station located in the women's restroom, NOT in the trash cans located in the pool area.
- **NO** bikes, skateboards, Rollerblades®, Heelys®, roller-skates, scooters, etc. are allowed on the pool deck.
- **NO** eating in the pool.
- **NO** glass bottles/containers allowed in the pool area or on the pool deck.
- **NO** grilling on clubhouse areas (pool, playground and parking lot).
- **NO SMOKING** in the clubhouse area (pool, playground, and parking lot) except where specifically designated.
- **NO** pets allowed in the pool and playground areas.
- **DO NOT** enter the clubhouse wet. Restrooms are to be entered through the pool deck doors.
- **DO NOT** play with any pool cleaning or safety equipment.
- **PLEASE** limit the use of pool floats to 1 per family (NO balls or footballs)
- **BE RESPONSIBLE** and clean up after yourself (put any furniture back in the original position on the pool deck).
- **PLEASE** report any damage and/or vandalism **IMMEDIATELY**. It is every Member's responsibility to treat amenities and neighbors with respect while enjoying our community pool.
- **Those who violate any of the above mentioned items will be held responsible for any and all damages and/or repairs.**

HAVE A GREAT SUMMER AND REMEMBER TO WEAR PLENTY OF SUNSCREEN!

**Please remember, our pool is located near homes. If residents complain about too much noise, the pool hours of operation will be changed and/or the age limit will be adjusted accordingly.

Stoney Pointe at Bear Creek 
Homeowner's Association
NOTICE OF VIOLATION

Violation Information:

Violation:			
Covenant, By-Law, or Policy Violated:			
Type of Violation	Immediate <input type="checkbox"/>	Non-Immediate <input type="checkbox"/>	
Date:		Time:	

Corrective Actions:

Corrective Actions Required:			
Required Action Completion Date:	Immediate <input type="checkbox"/>		
Fines to be levied if not corrected:			

The proposed sanction shall be imposed for all non-immediate violations unless a request for a hearing is received within ten (10) days of this notice.

Authorization:

HOA Executive Board Member (Printed Name):	
HOA Executive Board Member (Signature):	
HOA Executive Board Member (Date):	
ACC Member (Printed Name): As required	
ACC Member (Signature): As required	
ACC Member (Date): As required	

Hearing:

Are you requesting a hearing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Date Submitted to HOA:		
Submitted by (Printed Name):		
Submitted by (Signature):		

Stoney Pointe at Bear Creek
Homeowner's Association
NOTICE OF VIOLATION



HOA Executive Board Use Only:

Is the Violation Resolved?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, enter date of resolution:		
Is a Hearing requested?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
When is the hearing Scheduled?		

HOA Executive Board Members in attendance at the Hearing:

Narrative of Hearing:

Resulting Actions of the Hearing:

Issue Closed By:

_____ / _____
 [Print Name and Sign] Date

Stoney Pointe at Bear Creek
Homeowner's Association
Parking Permit Request



MEMBER/RENTER SECTION:

Date:			
Printed Name:			
Address:			
Phone:	Home:		
	Office/Work:		
	Cellular:		
Vehicle to be Permitted:	Make:	Model:	
Registration/Tag No.:			

Street parking fee is \$25.00 for two (2) weeks.

No vehicle may block access to another's property, block access for an emergency vehicle or other service vehicle (mail, trash, etc.), or be parked in such a manner as to present a safety hazard for any reason to any person. The HOA reserves the right to revoke a permit at any time.

By signing below, you affirm that you understand the above and will fully comply with all governing Covenants, By-Laws, and HOA policies.

Applicant Signature:	
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HOA SECTION:

Date Fee Paid:			
Amount Paid:		Check #:	
Date Permit Expires:			

HOA Board Information:	
HOA Board Member Name:	
HOA Board Member Signature:	
Date:	

Status of Application:	
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>

HOA to retain page 1 for Association records and filing with HOA Secretary

Stoney Pointe at Bear Creek 
**Homeowner's Association
Parking Permit**

**This permit shall be clearly displayed on the dash of the permitted vehicle.
Only the listed vehicle is permitted.**

Vehicle Permitted:

Make:	
Model:	
Reg./Tag #:	
Color:	
Owner:	

Permit Expiration Date:	
HOA Rep (Print):	
HOA Rep. (Signature):	

Stoney Pointe at Bear Creek
Homeowner's Association
Meeting Notice



Members of the Association,

The HOA Executive Board requests your presence at a Meeting of the Members of the Association:

Location:	
Date:	
Time:	
Type of Meeting:	
Purpose/s for Meeting:	

Regards,
The Stoney Pointe HOA Executive Board

Stoney Pointe at Bear Creek
Homeowner's Association
Proxy Voting



Date:		
Printed Name:		
Address:		
Phone:	Home:	
	Office/Work:	
	Cellular:	

I hereby grant proxy rights to:

Check selection, Initial, & Date		
<input type="checkbox"/>		The Stoney Pointe HOA Executive Board
<input type="checkbox"/>		Other:

Limitations:	
Date of Execution:	
Date of Expiration:	

* Note: A proxy is valid for eleven (11) months unless specifically identified above. No proxy appointment is valid for longer than three (3) years from the date of its execution.

Signature of Member:	
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Printed Name of Proxy (If Other):	
Signature of Proxy (If Other):	
Date (If Other):	

Signatures below document the receipt of the proxy and certify that this document has been appropriately filed in the Association Records.

HOA Board Member Printed Name:	
HOA Board Member Signature:	
Date:	

Stoney Pointe at Bear Creek
Homeowner's Association
Ballot Voting



Printed Name:	
Address:	

Quorum:

ENTER NUMBER OR PERCENTAGE HERE of the members (by presence, by ballot vote, or by proxy) entitled to vote is required to establish the initial quorum. Should the quorum not be established, each subsequent meeting shall be reduced by 1/2 until a quorum can be established.

Votes:

The **initial vote** will require ***ENTER NUMBER OR PERCENTAGE HERE*** of members entitled to vote.

ENTER TOPIC OF VOTE HERE:

Indicate Vote Below:	Initial & Date
<input type="checkbox"/> For	
<input type="checkbox"/> Against	

Signature & Date:	
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As per the SC Law Title 33, Chapter 31 SECTION 33-31-708:

In order for this Ballot to be recorded, it must be received **6 hours before the start of the meeting** or **by the close of voting at the meeting** called for the vote. Ballots received as outlined shall count towards the establishment of the quorum.

HOA Board Received & Recorded:

Signature & Date:	
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