

**A Quick Guide To
Rose Dhu Creek Plantation
Bylaws and Covenants**

February 2017

Locating Complete Bylaws and Covenants

- The content contained within this presentation is a quick guide for homeowner convenience and reference only.
- For complete Bylaw and Covenant documents please visit the RDC web site.
- Go to [Rose Dhu Creek Plantation.com](http://RoseDhuCreekPlantation.com)
 - Select the Property Owners Tab
 - Select Covenants and Restrictions

POA Documents Required by State Law

- ***Declaration of Covenants and Restrictions and Provisions for Membership*** in Property Owners' Association (POA) outlines the following:
 - Regulation for all property in the community
 - Restricts use
 - Governs the conduct and activity of its residents
- ***Bylaws of POA (Exhibit B)*** outlines the following:
 - Procedures for carrying out responsibilities
 - Powers of the Board of Directors and Officers
 - Rules and Regulations

Note: the Original documents were created February 1, 2002 by the developer of the Plantation. The documents were prepared to support the developer and protect the investments in the Plantation. It must be noted that all reference pertaining to "the Declarant" has expired and is of no legal effect as of the date of transfer of the management of the association to the POA (February, 2012).

Part Two – Covenants, Restrictions and Obligations

Section 3.1 Purposes

The creation of a community which is aesthetically pleasing, functionally convenient, capable of maintaining itself while retaining private control.

Article III, Section 3 General Covenants

Section 3.2 Residential Use

- All lots and dwellings will be used for residential purposes
- A home office - less than 20 business visitors per week

Section 3.3 Architectural and Design Review

- All building and landscape plans must be approved by ARB

Article III, Section 3 General Covenants *continued*

Section 3.6 Completion of Construction

- Completed within 12 months
- Owners are responsible for damage from constructions activities
- Landscaping must be completed within ninety days of the ARB Certificate of Occupancy

Section 3.7 Service Yards

Garbage receptacles, fuel tanks, storage receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be concealed from view – from the road and adjacent properties

Article III, Section 3 General Covenants *continued*

Section 3.10 Vehicles and Trailers - No mobile homes, trailer, tent - must be garaged or screened from sight

Note: Motorcycles and motorbikes may be used on roadways provided they do not result in excessive noise. Private golf carts may be used on the property.

Section 3.11 Unsightly Conditions

No accumulation of litter, trash, packaging crates or rubbish or any other items

Section 3.12 Lights

Any lighting must not adversely affect the night time environment of any adjacent property.

Article III, Section 3 General Covenants *continued*

Section 3.13 Animals

No animals shall be raised, bred kept or pastured on the property, except household pets. Horses may be kept on those lots having a maintained paddock area of not less than one acre.

- No animals for commercial purpose
- Animals may not roam unattended on the property
- Any animals that makes an unreasonable amount of noise may be ordered removed
- All animals must be maintained appropriately
- Pit bulldog breeds and Rottweiler breeds are prohibited

Section 3.14 Hunting and Fishing

- No hunting will be allowed
- The POA may authorize a hunting program
- Fishing is allowed

Article IV Environmental Controls

Section 4.1 Characteristics of a lot must not be changed

Section 4.2 Removal of trees greater than 6 inches must be pre-approved by the ARB

Article V Special Restrictions Open Space

Section 5.1 Declarant's Intention for Open Space and Dedication Thereof

The purpose of the covenants is to protect and preserve the natural, scenic, historic and recreational resources, soils, wetland, game and birds in evidence on RDC.

Article VII Membership and Voting Rights in the POA

Section 7.1 Membership

Every person and entity who is a recorded owner of a lot or dwelling shall be a member of the POA.

Section 7.3 Composition of the Board of Directors

All members of the board will be owners. The board will consist of 3,5,7 or 9 members, to be determined by the Board.

Article VII Membership and Voting Rights in the POA

Section 7.6 Members may approve or reject *certain* Board actions by mail referendum with a 51% or more of the votes returned.

Section 7.7 Quorum Required for an Action Authorized at Regular or Special Meeting of the POA

Any action requiring a vote of the membership shall be as follows:

- The *first time meeting* to vote on an action requires 51% of the membership. If 51% is not achieved a second meeting is required.
- The *second meeting* shall require 25% of the membership. If 25% is not achieved, a third meeting shall be called.
- The *third meeting* shall have no quorum requirement.

Article VIII Property Rights and Common Property

Section 8.1 Every member shall have a right of easement to the common property and open space.

Section 8.3 The POA has the right to:

- Borrow money and to mortgage common property
- Protect the common property from foreclosure
- Suspend the rights and easements of an owner
- Give or sell or lease all or any part of the common property

The board of directors may place reasonable restrictions on the use of the roadways

- Types and size of vehicles
- Minimum and maximum speeds
- Traffic and parking regulations
- Noise levels of vehicles

Guests of the equestrian amenities may use the bridle paths.

The right to use common property shall be limited to members and family.

Article VIII Property Rights and Common Property

Section 8.4 Use of Common Property; Liability of POA

- The POA is not liable to any owner for any damage or injury which results from the use of the property
- The POA may make rules and regulations deemed necessary.
- The POA will be responsible for the general upkeep and maintenance of the common property
- Owners of the Equestrian Amenities hold the owners and their guests harmless from any accident or injury.
- Owners and guests agree the use of common property shall be at their own risk.
- Any damage to common property caused by an owner shall be the responsibility of the owner.
- Nothing shall be done on the common property which will increase insurance
- Owners maintaining horses or other pets on the property shall be strictly liable for any damage or injury caused

Article IX Covenant for Maintenance & Assessments

Section 9.2 Creation of the Lien and Personal Obligation of Assessment

The owner of each lot by acceptance of a deed shall be deemed to covenant and agree to all the terms and conditions of these Covenants:

- Annual assessments or charges
- Special assessments
- Cost of collection

Article X Functions of POA

Section 10.2 Carry out the functions and services specified within the amount of reserves and revenues.

- Not obligated to incur debt or expenditures over revenues.
- The POA, Directors and Officers not liable for any damage or injury which results from any rule or regulation.

Article X **Functions of POA** *continued*

Section 10.4

Owns and maintains common property, equipment, furnishings and improvements for the following:

- Roads
- Paths – walking, biking, bridle
- Insect and forest fire control
- Drainage and irrigation
- Wetland and wetland buffer

Article X Functions of POA *continued*

Section 10.5 Authorized Services

- Cleanup and maintenance of lots, roads, paths, lagoons, waterways, and common property
- Landscaping of roads, parkways, sidewalks, paths and common property
- Lighting of roads, sidewalks and paths
- Security functions
- Insect and pest control
- Administer the ARB
- Construct improvements on common property
- Provide administrative services
- Fire protection and prevention
- Garbage and trash collection
- Stocking ponds, lakes and lagoons
- Conduct recreation, sport craft and cultural programs of interest to members
- Provide safety equipment for storm emergencies
- Construct improvements on open spaces
- Provide liability and hazard insurance
- To maintain and operate facilities
- To take any and all actions necessary to enforce all covenants and restrictions

Article XI

Rules and Regulations

Section 11.1 Establishment of Rules and Regulations

The POA may establish reasonable rules and regulations. These rules and regulations are binding.

Section 11.2 Authority and Enforcement

The POA has the power to:

- Impose fines on the owner including a lien upon property
- Suspend an owner's right to vote in the POA
- Suspend an owner's right to use the common property other than the right of ingress and egress
- Require an owner to remove any animal from a lot

Article XI

Rules and Regulations

Section 11.3

Procedures

Imposing a fine or suspension of any other rights must follow this procedure:

- Written demand to cease and desist specifying:
 - Alleged violation
 - Action required to abate the violation
 - Time period of not less than 5 days during which the violation may be abated
- If the violation continues past the allowed period the board may serve the owner with a written notice of hearing to be held by the board in executive session

Section 12 Amenities

Section 12.1 Amenities

The equestrian amenity has a perpetual easement over the bridle paths, roadways, and open space areas to the same extent as the owners.

The owner of the equestrian amenities shall indemnify the POA and each owner from any liability, cost or damage resulting from the use of the equestrian amenities or any other part of the property.

Exhibit “B” Bylaws

Article VIII Compliance and Default Section 8.1

The POA may notify the owner in writing of the violation. If the violation continues for 7 days from the date of the notice, the POA shall have the right to treat such violation as a breach of the declaration or bylaws.

The POA has the following elections:

- An action of law to recover damages
- An action in equity to enforce performance on the part of the owner
- An action in equity for relief as may be necessary under the circumstances, including injunctive relief

Exhibit “B” Bylaws

Article VIII Compliance and Default Section 8.1

continued

Any violation which is deemed by the board to be a hazard to public health or result in personal injury or property damage may be corrected immediately as an emergency matter by the POA and the cost shall be charged to the owner.

Article XIV Rules and Regulations Section 14.1

The POA may establish reasonable rules and regulations concerning the use of lots, easement areas, open space and the common properties including the use of the bridle paths and facilities located thereon and further regarding the administration of their powers, duties and rights.

Article XIV, Rules and Regulations Section 14.3

The board of directors shall not impose a fine unless the following procedure is followed:

- Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation, specifying:
 - The alleged violation
 - The action required to abate the violation; and
- A time period of not less than 5 days during which the violation may be abated without further sanction.
- If violation continues the POA may impose sanctions after notice and hearing.

Article XIV, Rules and Regulations Section 14.3

continued

- If the violation continues past the period allowed in the demand for abatement without penalty, the board of directors may serve such person with written notice of a hearing to be held by the board of directors in executive session. The notice shall contain:
 - The nature of the alleged violation
 - The time and place of the hearing, which time shall be not less than 10 days from the giving of the notice
 - An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
 - The proposed sanction to be imposed
- The hearing shall be held by the board in executive session pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard.

Outline of Recorded Documents

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- **Declaration of Covenants and Restrictions/POA**
 - Part One – General References
 - Part Two – Covenants, Restrictions and Obligations
 - Article III General Covenants
 - Article IV Environmental Controls
 - Article V Special Restrictions Affecting Open Space
 - Article VI Waterfront and Marshfront Areas
 - **Part Three – Provisions for Property’s Owner’s Association, Inc.**
 - Article VII Membership and Voting Rights
 - Article VIII Property Rights and Common Property
 - Article IX Covenant for Maintenance Assessments
 - Article X Functions of the POA
 - Article XI Rules and Regulations
 - **Part Four – Equestrian Amenities**
 - Article XII Use and Access

Outline of Recorded Documents *Continued*

- **Declaration of Covenants and Restrictions/POA continued**

- Part Five – General Provisions

- Article XIII General Rights Reserved by Declarant
 - Article XIV Amendments
 - Article XV Notice
 - Article XVI Enforcement, Severability and Interpretation

- **Exhibit “A” – Property Description**

- **Exhibit “B” – Bylaws of POA**

- Article I Identity
 - Article II Definition
 - Article III Membership and Voting Provisions
 - Article IV Meeting of the Membership
 - Article V Directors
 - Article VI Officers
 - Article VII Maintenance and Annual Assessments
 - Article VIII Compliance and Default

Outline of Recorded Documents *Continued*

- **Exhibit “B” – Bylaws of POA continued**

- Article IX Functions of the POA
- Article X Amendments to the Bylaws
- Article XI Liability Survives Termination of Membership
- Article XII Parliamentary Rules
- Article XIII Liens
- Article XIV Rules and Regulations

- **First Amendment – July 8, 2002**

- Correction of date
- Prohibitions
 - Work on wetlands and buffers
 - Introducing exotic species
 - Changing grade or elevation
- Exceptions
 - Very small impacts for hunting, fishing, and similar activities
 - Removal or trimming of vegetation hazardous to person or property
 - Restoration or mitigation required by law

Outline of Recorded Documents *Continued*

- **First Amendment – Continued**

- Amendment – must be approved by the Corps, DHEC and the POA
- Notice to Government
- Reserved by Rights
- Compliance Inspections
- Enforcement
- Property Transfers
- Marking of Property
- Plat
- Separability Provision

Amendment Dates of Recorded Documents

Second Amendment – August 30, 2002 – Added Phase II Property

Third Amendment – September 23 2002 – Added Phase 2A Property

Fourth Amendment – March 26, 2006 – Added Phase III Property

Fifth Amendment – May 28, 2008 – Equestrian Amenities Easement

Sixth Amendment – February 17, 2011- Indemnification Provision