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STATE OF SOUTH CAROLINA

COUNTY OF YORK

STONETRACE HOME OWNERS ASSOCIATION

GOVERNING DOCUMENTS, ARCHITECTURAL GUIDELINES AND RULES AND
REGULATIONS

Prepared by and return to:
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HTPL: 721352v1

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Stonetrace Subdivision is recorded in Book 6406 Page 212 of the York County Clerk of Courts Office (“Declaration”); and

WHEREAS, the Bylaws for the Stonetrace Home Owners Association (“Association”) have never been recorded; and

WHEREAS, the Association has adopted an Approval Request Procedure for the Architectural Control Committee; and

WHEREAS, the South Carolina legislature recently enacted Chapter 30 of Title 27 of the 1976 South Carolina Code of Laws; and

WHEREAS, Chapter 30 of Title 27 of the 1976 South Carolina Code of Laws requires all homeowners associations to record governing documents, rules, regulations, and amendments to rules and regulations in order for them to remain enforceable; and

WHEREAS, Stonetrace Home Owners Association has adopted and has been operating under governing documents and rules and regulations that must remain enforceable.

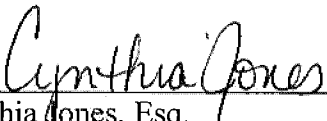
NOW THEREFORE, in accordance with Chapter 30 of Title 27 of the 1976 South Carolina Code of Laws, the governing documents and rules and regulations referenced below for Stonetrace Home Owners Association which are attached hereto and are incorporated herein by reference, are being recorded so that they may remain enforceable.

Pursuant to Chapter 30 of Title 27 of the 1976 South Carolina Code of Laws, these documents are not subject to the recording requirements of witnesses and acknowledgements required under Section 30-5-30.

Exhibit A. Bylaws for Stonetrace Home Owners Association

Exhibit B. Stonetrace Home Owners Association Architectural Control Committee Approval Request Procedure

This the 4th day of January, 2019



Cynthia Jones, Esq.

Attorney for Stonetrace Home Owners Association

Exhibit A

**BYLAWS
OF
STONETRACE HOME OWNERS ASSOCIATION**

**ARTICLE I.
NAME AND LOCATION**

The name of the corporation is STONETRACE HOME OWNERS ASSOCIATION. The principal office of the corporation shall be located at P.O. Box 12526, Rock Hill, SC 29731-2526, but meetings of members and directors may be held at such places within the State of South Carolina, County of York, as may be designated by the Board of Directors.

**ARTICLE II.
DEFINITIONS**

All capitalized words or terms herein shall have the same definitions and meanings ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions for Stonetrace Subdivision duly recorded in the Office of the Clerk of Court of York County, South Carolina.

**ARTICLE III.
MEMBERSHIP AND PROPERTY RIGHTS**

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessments shall be a member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Area facilities, if any, as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his tenants, or to contract purchasers who reside on the Owner's Lot.

**ARTICLE IV.
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. Regular annual meetings of the Members shall be held in the same month of each year thereafter at such time and place as the Board of Directors may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors who must be Members of the Association. No two Members of the same household may serve on the Board at the same time. To be on the Board all Members must be in good standing with the Association. For purposes of this section "good standing" shall mean the Member is not delinquent with any fees owed to the Association and currently has no outstanding violations of the Declaration or rules and regulations of the Association.

Section 2. Term of Office. At the annual meetings following the adoption of these Bylaws, the Members shall elect at least three (3) directors for a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI.
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may also be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII.
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Copies of any such notice shall be mailed to the secretary of the Association at such address as may be provided to the Association from time to time.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations;

(c) exercise 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 these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract for the management of the Association and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association; provided, however, that any such management agreement shall not exceed a period of one (1) year from its effective date (but may be renewed by agreement of the parties for successive one-year periods), and shall be terminable without cause upon not more than ninety (90) days written notice thereof;

(f) employ attorneys to represent the Association when deemed necessary; and employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(g) grant easements for the installation and maintenance of electrical, telephone, cable television, water and sewerage utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership if such easements are requisite for the convenient use and enjoyment of the Property as determined in the sole judgment of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) 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:

(1) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) 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 Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain insurance covering the Association, its directors, officers, agents and employees and procure and maintain adequate hazard insurance as required by the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area and the improvements on the Lots to be maintained as required by the Declaration.

ARTICLE IX.

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, vice-president, secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. Any director, except the President, may hold more than one office.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

(b) Vice-President. The vice-president shall act in the place and instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant if and when the Board determines it is necessary; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X. COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI.
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any first mortgage lender. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII.
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days of the due date, a late charge shall be assessed in an amount determined from time to time by the Board of Directors and the assessment with late charge shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII.
AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of sixty-seven percent (67%) of the Members present in person or by proxy.

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV.
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Every person who is or shall be or shall have been a director or officer of the Association and his personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or resulting from any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association or any subsidiary or affiliate thereof, except in relation to


such matters as to which he shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or to have been liable by reason of willful misconduct in the performance of his duty as such director or officer. "Costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement.

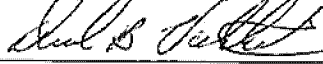
CERTIFICATION

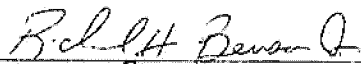
We, the undersigned, do hereby certify:

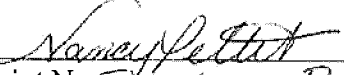
THAT we are the duly elected and acting Board of Directors of Stonetrace Home Owners Association, a South Carolina non-profit corporation, and

THAT the foregoing Bylaws constitute the Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 29 day of December, 2018.


Print Name: Tina M. Byrd


Print Name: Daniel B. Vanderheiden


Print Name: Richard H. Benson Jr.


Print Name: NANCY PETTIT

Print Name: _____

Exhibit B



Stonetrace Home Owners Association Architectural Control Committee (ACC)

Approval Request Procedure

INTRODUCTION

Section 6.2 of the Declaration of Covenants, Conditions and Restrictions ("Covenants") for the Stonetrace Home Owners Association of Rock Hill, South Carolina ("HOA") states the following:

6.2 Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration, roofing, addition to any structure, building, fence, wall, drive, walkway, or exterior color change, shall be commenced or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made after completion of construction of said dwelling, unless and until three (3) complete sets of the plans and specifications showing the nature, kind, shape, height, color, material and location of the same shall have been delivered to the ACC...

This document outlines the process for members ("Members") of the HOA to use for submitting approval requests to the Architectural Control Committee ("ACC") as specified in this section of the Covenants. This document is not intended to replace the existing HOA Covenants, but rather to provide Members a uniform process to follow when seeking to obtain ACC approval prior to initiating such work.

The ACC and the HOA Board of Directors seek to, at all times, adhere to the established HOA Covenants that all Members agree to upon purchasing homes/lots within the Stonetrace subdivision. While many of the Covenants reference what is permissible within the subdivision, ARTICLE VI: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS serves as the foundation for the ACC review guidelines. However, it is in the sole discretion of the ACC to interpret and apply these Covenants to Member requests and strives to do so in an equitable manner for all Members ensuring the consistency of architectural design found within the subdivision and maintaining quality of life and home value for all Members. Members who do not obtain approval from the ACC prior to beginning work covered by HOA Covenants are subject to legal remedy as allowed by the HOA Covenants and the appropriate governing law of the state of South Carolina.

ARCHITECTURAL CONTROL COMMITTEE (ACC)

- As outlined in the Covenants, the ACC will consist of no fewer than three members appointed by the Board of Directors.
- A unanimous vote of the ACC members is required to approve a Member's Approval Request.
- ACC members have sole discretion for interpreting and applying the Covenants to all Member requests.
- ACC will not provide Members any architectural or construction services related to their project including, but not limited to, CAD drawings, renderings, labor, and consulting services, etc.
- ACC approval in no way assumes any liability for architectural integrity, Member personal injury, personal property damage, or any issue related to as a result of approved projects. Members agree to hold harmless the ACC, the Stonetrace HOA Board, other Stonetrace Members, or any agent acting on behalf of the Stonetrace HOA for any issues related to reviewed and /or approved Member projects.

- Current ACC members and their contact information are listed on the Stonetrace website www.stonetracehoa.org.

REQUIREMENTS FOR APPROVAL REQUEST SUBMISSION

Required documentation:

- Project plans containing specifications showing the nature, kind, shape, height, color, materials to be used in the project.
- A site map of the Member’s lot and area where project will take place, if applicable.
- Wherever possible, example photos, renderings, CAD drawings, or artwork depicting the desired outcome of the project.
- The desired start date of the project.
- The timeframe, in days, of the project duration.
- Members must acknowledge and agree to the process outlined in this document by initialing each page of this document, signing the last page and submitting it along with the other required items listed above.

If submitted in hard copy, three copies must be provided, one for each committee member. They can be hand delivered to any ACC or Board member. They can be mailed to Stonetrace HOA, P.O. Box 12526, Rock Hill, SC 29731.

If submitted electronically, email a copy to each ACC member. This is the preferred method for submission.

Note: The ACC will not begin their review of an Approval Request until all required items are submitted. INCOMPLETE SUBMISSIONS WILL NOT BE REVIEWED BY THE ACC.

ACC AND BOARD REVIEW PROCESS

1. Upon receipt of a Member’s Approval Request, the ACC will make a good faith effort to review the request in an expeditious manner. If you do not receive a response to your request within 30 days, contact an ACC or Board member.
2. After the ACC members have made their decision, the Approval Request and the decision will be sent to the Board president for review. This additional review by the president helps to further ensure consistency of the interpretation and application of the Covenants.
3. After both the ACC and Board president reviews have been completed, the ACC will notify the Member of the decision utilizing the same form of communication as the Member used to submit the original Approval Request.
4. After the decision is communicated to the Member submitting the request, the decision will be communicated to the remaining Board directors. The original approval request and final decision will be archived by the Board secretary.

In the event a member submission request is denied completely or in part by the ACC, the member has 30 days from the time of the notification to request a special hearing before the HOA Board of Directors and the ACC to appeal the decision. The ACC still retains final approval authority and has 30 days from the date of the appeal hearing to communicate a decision.

MEMBER RESPONSIBILITIES

- All Member projects must follow applicable state, county, and city building codes and laws. Members bear ultimate responsibility and liability to ensure this, regardless of whether a hired contractor is performing the work.
- Members are ultimately responsible for ensuring required work permits are obtained as required by applicable state, county, and city building codes and laws. Members may utilize contractors to facilitate obtaining permits.

FINAL INSPECTION

- Upon the completion of approved projects, Members must notify an ACC member to arrange for a final inspection of the project to ensure it conforms to the original request.
- Members agree to remedy any issue that does not conform to the original request, as determined by the inspecting ACC member. Members will be given a reasonable time to take corrective action.
- As stated in the HOA Covenants, the HOA has the right to enter the property to remove unapproved structures, with any related removal or legal costs passed on to the Member.
- If the Member does not have a response from the ACC within 14 days after final inspection, the Member should contact an ACC or Board member.

ACKNOWLEDGED AND AGREED TO BY:

Signature Printed Name Date

Member Address

Contact Phone Number Email

Member initials _____