

## Bylaws of Longview of Elgin Owners Association, Inc.

A South Carolina Nonprofit Corporation

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### Article I: Name and Location

The name of the corporation is Longview of Elgin Owners Association, Inc., hereinafter referred to as the "Association". The Association is located in Elgin, South Carolina, within the County of Kershaw. Meetings of the Association's members and directors may be held at such places within the State of South Carolina as may designated by the Board of Directors or the members of the Association.

### Article II: Definitions

#### Section I. Definitions.

The following words and terms when used in these Bylaws or any modification thereto, unless the context shall clearly indicate otherwise, shall have the following, meanings:

- (a) "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Longview of Elgin subdivision West, North and South sections, dated April 4, 2015 and recorded in the office of the Register of Deeds office for Kershaw County, South Carolina, in Deed Book 1450 at Page 46. A second Amendment to the Declarations of Restrictive Covenants, for Longview of Elgin Subdivision, dated April 20, 2015 and recorded April 27, 2015, is in the Office of the Register of Deeds for Kershaw County, South Carolina, in Deed Book 3367 at page 94.
- (b) "Covenants" shall mean the land use restrictions and protective covenants collectively referred to the covenants recorded February 25, 2016, Amendment recorded April 27, 2015, and all Amendments hereinafter.
- (c) "Association" shall mean Longview Owners of Elgin Association, Inc., and its successors and assigns.
- (d) "Owner" shall mean and refer to the Owner as shown by the Real Estate records in the office of the Register of Deeds for Kershaw County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Residential Lot, Family Dwelling, Family Tract, Public or Commercial Site, or unsubdivided Land situated upon the properties; but shall, or refer a mortgagee or holder of a security deed, its successor or assigns, unless and until such mortgagee or holder of a security deed in has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean to refer to any lessee or tenant of an Owner. In the event there is recorded in the office of Register of Deeds for Kershaw County, South Carolina, a long term of contract of sale covering any lot or parcel of land within the defined properties. The Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long term contract of sale shall be one in which the purchaser is required to make payments on the property for a period extending beyond nine (9) months from the date of the

- contract., and where he purchaser does not receive title to the property until such payments have been made although the purchaser is given use of said property.
- (e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 1 of Article IV of the Declaration.
  - (f) "Common Expenses" mean the expense incurred or anticipated to be incurred by the Association for the general benefit of the members, including, but not limited to, those expenses incurred from maintaining, repairing, replacing, and operating the Common Property and Entrances as defined in Section 4 of Article IV of the Declarations.
  - (g) "Properties" shall mean and refer to that certain "Existing Property" described in the Declaration, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.
  - (h) "Common Properties" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the betterments and improvements located thereon, now or hereafter owned or leased by the Association for the common use and enjoyment of the Members. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Members, Members' guests, or tenants. Any lands leased shall lose their character as Common Properties upon expiration of such lease. Common Properties shall not include those tracts of land falling within definition of Restricted Common Properties.
  - (i) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements therein which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Property" All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of Owners of Residential Lots and Family Dwelling Units, their immediate families, guests accompanying such owners, tenants of such Owners holding leases of nine (9) months duration or longer, and to be closed to use be of tenants holding leases less than nine (9) months in duration and general public. Any lands which are leased by the Association for use as Restricted Common Properties, shall lose their character as Restricted Common Properties upon expiration of such leases.
  - (j) "Residential Lot" shall mean ant unimproved parcel of land located with the properties which is intended for use as a site for a single- family home detached dwelling, as shown upon and recorded final subdivision map or any of the properties.
  - (k) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including any single-family detached dwelling.
  - (l) "Improved Property" shall mean a parcel of land on which the improvements constructed thereon have been completed or have been completed to a point where the roof and windows have been installed.

### **Article III: Membership**

#### **Section 1. Developer Control Period**

The Developer, Claude Campbell Properties, LLC, was the Owner of all tracts and parcels of land described in the Deed recorded in Deed Book 3327 at page 214, on January 21,2015, in the office of the register of Deeds for Kershaw County, South Carolina, and sold the property as

residential lots, along with supporting infrastructure to be locally known as Longview Subdivision. The Developer Control Period was the time the Developer had to exercise certain exclusive rights hereinafter reserved as detailed in Article III Property Rights and Easements and Article IV Association Membership and Assessments of Declarations, and formally ended on January 21, 2020 by consent of the Developer.

**Section 2. Membership.**

An Owner shall automatically become a member of the Association upon taking title to his property and shall remain a member for the entire period of ownership, as may be fully provided below. A spouse of a member may exercise the powers and privileges of the member. Membership does not include persons who hold an interest merely as security for the performance of an obligation; and the giving of a security interest shall not terminate the Owners' membership. Membership shall be appurtenant to the property and shall be transferred automatically by conveyance of that property and may be transferred only in connection with the transfer of a title.

**Section 3. Entity Members**

In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such legal entity shall be eligible to represent the said entity in Association affairs. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity, which is the Owner. This will create a vacancy in elected or appointed position within the Association in which such person may have been serving.

**Section 4. Assessments.**

The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for such assessments is imposed against each Owner and a lien upon the property against which assessments are made as provided by each Declaration listed above in Article IV Sections Two (2) thru Sections Seven (7), and any amendment to such Declarations.

**Section 5. Board of Directors**

The Association shall be governed by a Board of Directors consisting of seven members (voted/approved at the November 14, 2020 meeting) beginning February 2021, following the vote at the 2021 annual meeting. Board member positions will consist of the President, Vice President, two Co-Treasurers, and three Members-at-Large (one from each Longview North, South, and West). Board Members shall serve two (2) year terms. At the expiration of each member's initial term, each position will be filled by those receiving the largest number of votes in accordance with Article V, Section 3 of the Bylaws. There shall be no cumulative voting.

## **Article IV: Assessments**

### **Section 1. Power and Purpose of Assessments.**

The Association shall have the power to levy assessments as provided for herein. The Assessments for Common Expenses shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants as may be authorized by the board.

### **Section 2. Creation of the Lien and Personal Obligations of Assessments.**

Each Owner of any Residential Lot, Family Dwelling Unit, or Unsubdivided Land, whether or not it shall be so expressed in and such deed to other conveyance, shall be deemed to covenant and agree to all terms and provisions of this declaration and to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments or charges for the purpose set forth in this Article; and (3) Capital Improvement Fees, which are such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessment, as well as the Capital Improvement Fee, if applicable, together such interest or late charges thereon and cost of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessments is made. Each such assessment, together with such interest or late charges thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time of assessment first became due and payable. In the case of Co-Ownership of a Residential Lot, Family Dwelling Unit or any unsubdivided land, all such co-owners shall be jointly liable for the entire amount of the assessment.

### **Section 3. Application of Minimum Rate of Assessment.**

There shall be a minimum annual assessment rate set at Two Hundred and Twenty -Five Dollars and No/100 (\$225.00) as defined in Article IV Section Six (6) of the Declarations. The minimum annual assessment shall be levied unless the Board of the Association determines that the important and essential functions of the Association may be properly funded only by an assessment amount above the minimum rate of Assessment.

- (a) The assessments charged by the Association will be rounded off to the nearest dollar;
- (b) The calendar year for assessments of the Association begins on the twenty-fifth (25<sup>th</sup>) day of February of each preceding year; and
- (c) The assessments shall be assessed on all Family Dwellings, regardless if they are vacant and/or foreclosed.

### **Section 4. Special Assessments for Improvements and Additions**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for (a) construction, reconstruction, repair, or replacement of capital improvements upon the Common Properties and Restrictive Common Properties, including the necessary personal property and fixtures related thereto, (b) additions to the common properties or Restrictive Common Properties, and (C) to repay any loan made to the Association

to enable it to perform duties and functions authorized herein, provided that such assessments shall be approved by the members by written ballot in accordance with the provisions in Article VI of the Bylaws. However, additions to the Common Properties or Restrictive Common Properties requires approval by three-fourths (3/4) of the Member votes.

**Section 5. Subordination of the Lien of Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment accruing after conveyance by mortgage to a subsequent Owner.

**Section 6. Exempt Property**

The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements; and
- (b) All Common Properties and Restricted Common Properties.

**Section 7. Application of the Obligatory Assessment**

The Assessments shall be used to maintain the entrances on the North, South, and West portions of the subdivision herein referred to as Longview of Elgin and the general operation and administration of the Association. Maintenance shall mean landscaping, irrigation, and any manner which shall enhance the appeal of the neighborhood; providing administrative services including but not limited to legal, accounting, and financial services; insurance to indemnify the Association, Officers and Directors; and communication services informing members of activities, including the issuance of notices of meetings and covenant violations, etc., incident to the above listed services. The Association shall be authorized but not required to provide the following amenities:

- (a) Recreational facilities of any nature or community meeting facilities serving the properties;
- (b) Lighting of Common Properties, landscaping of Common Properties, or walking paths serving the properties;
- (c) Internal transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc.;
- (d) Police protection and security, including but not limited to the employment of police;
- (e) Utility services;
- (f) Security guards, the maintenance of electronic and other security devices control centers for the protection of persons and property within the existing property, and assistance in the apprehension and prosecution of persons who violate South Carolina law within the Development;
- (g) Fire protection and prevention;
- (h) Garbage and trash collection and disposal;

- (i) Insect and pest control to the extent that it is necessary or desirable in the judgment of the board to supplement the service provided by the state and local governments;
- (j) The provision of legal and scientific resources for the improvement of air and water quality within the properties; and
- (k) Recreation, sport, craft, and cultural programs of interest to Members, their children and guests.

## **Article V: Responsibility of the Board and Members**

### **Section 1: Meetings**

The Board shall be responsible for making sure that a public meeting is held at least once a year prior to February 1<sup>st</sup> of each assessment year. The meetings will include, but not be limited to presenting financial standings, determination the applicable minimum assessment based on prepared budget, amendment of Bylaws, and community involvement regarding Common areas and Restrictive Common Areas.

### **Section 2. Special Meetings**

Special meetings may be called by the President, by a majority of the Directors, or upon written request by a petition of at least fifty percent (50%) of Owners. An Owner must be in good standing by having paid assessments in order to call or sign a petition for a Special Meeting. Special Meetings shall be called by delivering written notice to Owners not less than fifteen (15) days no more than thirty (30) days prior to the date of said meeting, stating the date, time, place, and purpose of the meeting.

### **Section 3. Voting**

Each member shall be entitled to vote as set forth in the Declaration, which vote may be cast by the member, the member's spouse or by lawful proxy as provided below. No cumulative voting shall be allowed. When more than one person owns a lot or Dwelling, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such lot. In the event of disagreement among such persons and attempt by two or more of them to cast a vote for such lot, such persons shall not be recognized and the vote shall not be counted. No member shall be eligible to vote in person or by proxy, or be elected to the board if that member is more than thirty (30) days delinquent in payment of assessments.

### **Section 4. Quorum.**

The members present at any duly called meeting of the Association shall constitute a quorum.

### **Section 5. Proxy and Consent**

Any member entitled to vote may do so by written proxy duly executed in writing and by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed or emailed to the Board or designated agent prior to the meeting for which it is to be used. Proxies must be dated and may be revoked only by written or electronic notice to the Association. Presence in person at the meeting for which a proxy has been given or transfer of

ownership of a lot shall automatically revoke the proxy. Any action which may be taken by a vote of the members may also be taken by written consent signed by all members.

**Section 6. Compensation**

The Board may **NOT** receive compensation for each term served or be paid on an annual basis. Directors will be reimbursed for reasonable expenses actually incurred in the performance of duties hereunder and will submit receipts to the treasurer for reimbursement.

**Section 7. Powers of Directors**

The Board shall exercise for the Association all powers, duties, and authority vested therein by the Declaration and these Bylaws, which include, but are not limited to, the following:

- (a) To administer the affairs of the Association;
- (b) To administer manage, and formulate policies for the Association;
- (c) To adopt rules, regulations and governing the details of management operations of Common Properties and Restricted Common Properties;
- (d) To engage or contract services of others, and to make purchases that may be necessary for maintenance, repair, or replacement and improvements to Common Properties or Restricted Common Properties;
- (e) To keep detailed accurate records of receipts, if any, and expenditures affecting use and operation of the Association, the Common Properties, and Restricted Common Properties; and
- (f) To enforce fines and legal means provided by the provisions of Declarations and Bylaws.

In Addition to, and in furtherance of the powers referred to in these Bylaws, the Association shall have all the powers permitted to be exercised by a nonprofit corporation under the South Carolina Nonprofit Corporation Act, as now in force or hereafter amended, and have an exercise all powers necessary or convenient to affect any or all of the purposes for which the Association is organized.

**Article VI: Officers**

**Section 1. Designation**

The Association shall elect the following Officers:

- (a) A President, who shall be a director and who shall preside over the meetings of the Board and of the Members, and who shall be chief executive officer of the Association. The President shall also serve as registered agent of the Association, and shall ensure that a notice of change of agent is filed with the Secretary of State. The filing fee shall be paid by the Association. The President is responsible for creating and approving all meeting minutes via signature and maintaining general records for the Association.
- (b) A Vice President, who shall be a director and shall preside over the meetings of Members, if the President is not in attendance. The Vice President is responsible for assisting the President in their duties or completing them in the absence of the President.

- (c) Two Co-Treasurers, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board of Directors.
- (d) Three Members-at-Large, one of each to represent their respective neighborhood (North, South, and West). These members will also "police" their neighborhood for Covenant violations that need to be corrected.
- (e) Each Officer will hold position for a term of two years or until his or her successor has been appointed or elected.
- (f) An Officer may only hold one titled position during his or her term. Only one member of a household may serve as an Officer.
- (g) Vacancies in any office shall be filled by a majority vote of the remaining Board Members. Any Officer appointed by the Board to fill a vacancy shall hold the office for a term equal to the unexpired term of Officer replaced.
- (h) Any Officer elected by the Board may be removed from officer, either with or without cause, by majority vote of the Board. If a Board Member becomes delinquent on Association dues, the Board Member shall automatically forfeit his or her position and shall be removed. "Delinquent" is defined as failure to pay regular dues of the Association by March 1 of the calendar year of the assessment.

## **Article VII: Architectural Control, Use Restrictions, and Rule Making**

The mission of an Architectural Control is to preserve, protect, and maintain the character of the neighborhood by imposed rules and guidelines, as set for by Article VI of the Declarations. The Architectural Control Committee shall be composed of three persons elected at a regular or special meeting, or at a meeting of the Board of Directors.

### Section 1. Property Enhancements

Any modification, addition, or alteration of Residential Lots must be approved by the ARC. The standards of approval of such improvements shall include but not limited too aesthetic consideration, materials to be used, harmony with external design of existing building, lots, structures and the location in relation to surrounding structures and topography. The Board shall have the authority and standing on behalf of the Association to impose reasonable fines and pursue all legal equitable remedies available to enforce provisions set forth by the Declarations and Bylaws.

### Section 2. Authority and Enforcement

The Property shall be used only for those uses and purposes set out in the Declarations. The Board shall have the authority to make an enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots, Common areas and Restricted Common Areas, provided that copies of all such rules and regulations be furnished to all members at least thirty (30) days prior to the effective date of such rules and regulations. The Board shall have the right to impose reasonable fines which shall constitute an equitable charge and continuing lien upon



a Member's lot and to suspend a Member's right to vote under the Declaration and Bylaws adopted hereunder.

### Section 3. Procedure

Except with respect to the failure of any Member to pay obligatory assessments, dues, fees, or prior fines, the Board shall not suspend a Member's right to vote or infringe upon the use of Common Properties, unless or until the following procedure is followed:

- (a) Demand. A written demand to cease and desist from an alleged violation shall be served upon alleged violator specifying (i) the alleged violation; (ii) the action required to abate the violation; (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanctions, if such violation is a continuing one, or a statement that any further violation of the same rule or regulation may result in the imposition of sanctions after notice and hearing.
- (b) Notice. Within six (6) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule or regulation is subsequently violated, the Board may serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (i) the nature of the violation (ii) the time and place of the hearing, which shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce the statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.
- (c) Hearing. The shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. 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 any sanction, if any imposed.

## Article VIII: Amendments

A Declaration or provision of the Bylaws may be amended pursuant to the Declaration or the South Carolina Nonprofit Corporation Act. The Declaration and Bylaws may be amended by a vote of a majority of the members of the Association present at a regular or special meeting. The Bylaws may be amended by the Board of Directors as permitted under the South Carolina Nonprofit Corporation Act.

## Article IX: Miscellaneous

### Section 1. Severability

Should any Bylaw, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason

whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties, such judgment shall in no way affect any other provisions hereof which are hereby declared to be servable and which shall remain in effect.

Section 2. Construction of these Bylaws

The Bylaws and the provisions contained herein shall be in accordance with the Laws of the State of South Carolina. The Board of Directors of the Association shall have the right to determine all questions arising in connection with these Bylaws and to construe and interpret the provisions hereof, and its good faith determination, construction, or interpretation shall be final and binding.

Section 3. Adoption of these Bylaws

These Bylaws of the Longview of Elgin Owners Association were duly adopted by the Board of Directors and Members of the Association present at the meeting of the Association on the 23<sup>rd</sup> day of January, 2020. All previous versions of the Bylaws of the Association are hereby amended and superseded.

In the presence of:

[Signature]

Witness

[Signature]

Renee Hutchison, President

Longview of Elgin Owners Association, Inc.

[Signature]

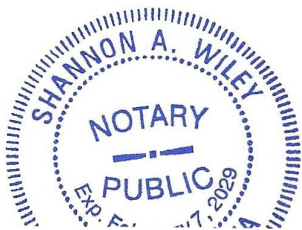
Witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

ACKNOWLEDGMENT

I, Shannon A. Wiley, Notary Public of the State of South Carolina, do hereby certify that Renee Hutchison personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and seal on this 9th day of May, 2021.



[Signature]

Notary Public for South Carolina

My commission expires: 2/7/2029