

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00000677 Vol: 8286 Pg: 134



53 2010 0000677

Instrument Number: 2010- 00000677

Recorded On: January 12, 2010
As
BYLAWS

Parties: BRAEMOOR HOMEOWNERS ASSOCIATION INC

To
BRAEMOOR HOMEOWNERS ASSOCIATION INC

Billable Pages: 6

Recorded By: BRAEMOOR HOMEOWNERS ASSOCIATION INC

Num Of Pages: 11

Comment: BK 5618 PG 1

** Examined and Charged as Follows: **

BYLAWS 16.00

Recording Charge: 16.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

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Record and Return To:

BRAEMOOR HOMEOWNERS ASSOCIATION INC

PO BOX 719

GOOSE CREEK SC 29445



Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA) **AMENDED BY-LAWS OF BRAEMOOR**
) **HOMEOWNERS ASSOCIATION, INC.**
 COUNTY OF BERKELEY)
)

WITNESSETH:

WHEREAS, THESE AMENDED BY-LAWS are made by Braemoor Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina ("the Association"), who is the successor to the original Developer and Declarant, Centex Real Estate Corporation ("Declarant");

WHEREAS, the previous By-Laws recorded on May 16, 2006 in Book R, Volume 5618, Pages 1 through 10 ("the By-Laws") are incorporated by reference as if stated verbatim herein;

WHEREAS, the Association desires to amend certain provisions of the By-Laws, with the other provisions of those By-Laws remaining unchanged and in full force and effect;

WHEREAS, pursuant to Article XIV of the By-Laws, they may be amended at a special meeting of the members of the Association, by a vote in person or by proxy of a majority of a quorum of the members present at a meeting duly called for such purpose;

WHEREAS, at a special meeting of the Association held on **Monday, September 14, 2009**, at which a quorum was present, a majority of the total votes in person or by proxy at such meeting voted affirmatively to adopt and be governed by these Amended By-Laws as hereinafter set forth as well as the other unchanged By-Laws which will remain in full force and effect;

NOW THEREFORE, the AMENDED BY-LAWS are adopted as follows:

ARTICLE I

NAME

The name of the corporation is Braemoor Homeowners Association, Inc., hereinafter referred to as the "Association."

ARTICLE V

MEETING OF MEMBERS

The following words are deleted from the first sentence of Section 6:

"appurtenant to each Class of Lots (Class A and Class B)... ."

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1(b) is deleted.

Section 2(c)(2) is amended to say:

“send written notice of each assessment to every Owner subject thereto.”

Section 2(c)(3) is amended to say:

“foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or bring an action at law against the Owner and/or other individuals/entities personally obligated to pay the same, and/or file a lien with the Berkeley County RMC Office.”

ARTICLE XII

ASSESSMENTS

The following language is added after the words “foreclose the lien”:

“and/or file a lien with the Berkeley County RMC Office.”

ARTICLE XV

VIOLATION OF GOVERNING DOCUMENTS

a) Violations.

Failure to abide by the Declaration of Covenants, Conditions and Restrictions for Braemoor; the Supplementary Declaration of Covenants, Conditions, Easements and Restrictions for Braemoor Subdivision (“Supplementary Declaration”); the Amendment to the Supplementary Declaration; the Second, Third or Fourth Supplemental Declarations of Covenants, Conditions and Restrictions for Braemoor Subdivision and Provisions for Braemoor Homeowner’s Association, Inc.; any additional amendments/supplements to the above-referenced documents; the By-Laws of the Association; the Amended By-Laws of the Association; any additional amendments/supplements to the By-Laws of the Association; the Architectural Standards/Specifications for Braemoor Homeowners Association, Inc.; any amendments/supplements to the Architectural Standards/Specifications of the Association; any Rules/Regulations of the Association; and any amendments/supplements to any Rules/Regulations of the Association (all of which are hereinafter collectively referred to as “the governing documents”) adopted by the Board, the Association, the ARB and/or the Covenants and Restrictions Committee shall be considered a “violation” and will constitute grounds for an action, brought by the Association, the Association’s Board, the

Association's Architectural Review Board, and/or any aggrieved Owner, to recover damages and/or obtain injunctive and/or equitable relief. If any such action is taken, the party(s) taking the action shall be entitled to interest, costs of collection and reasonable attorney's fees/costs/expenses in addition to any other assessments/amounts owed. No delay, failure or omission on the part of the party attempting to enforce the governing documents shall be construed as an acquiescence thereto nor shall it be deemed a waiver of the right to enforce the violation or breach.

b) Authority and Enforcement.

1) When an Owner has failed to pay monies owed to the Association, to the Board, to the Covenants and Restrictions Committee and/or to the ARB, the remedies available are outlined above and in the other governing documents for the Association.

2) However, when there is a violation of the governing documents as described in subpart (a) above (other than the failure to pay monies owed) by any Owners and/or the Owner's occupants, tenants, family and/or guests, the Board of the Association shall have the power to enforce the following sanctions in addition to the rights stated in this document and in the other governing documents: 1) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot/property; 2) suspend an Owner's right to vote in the Association; and/or 3) suspend an Owner's right (and the right of such Owner's occupants, tenants, family and/or guests) to use any of the Recreational Amenities. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed sixty (60) days.

3) The Board, pursuant to Article X of the By-Laws, may appoint other committees as deemed appropriate, and may also designate a chairman of said committee. To facilitate the enforcement of the governing documents, the Board shall appoint a three (3) person Covenants and Restrictions Committee, each with one year terms, renewable, along with a Chairman to serve during their term. Additionally, the Board shall appoint a three (3) person Architectural Review Board, each with one year terms, renewable, along with a Chairman of that Board to serve during their term. Violation notices will originate from the Covenants and Restrictions (C&R) Committee and/or the Architectural Review Board (ARB).

c) Procedure.

Except with respect to the failure to pay monies owed to the Association, to the Board and/or to the ARB and/or the Covenants and Restrictions Committee, the Board shall not take any action against a violator of the governing documents or impose a fine, suspend voting rights or infringe upon or suspend any other rights of an owner or other person stated above for violations of the governing documents, unless and until the following procedure is followed:

- 1) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
 - i. The alleged violation;
 - ii. The action required to abate the violation; and
 - iii. A correction period during which the violation may be abated without any sanction if such violation is *not a continuing one* (i.e., it is a first-time violation of a particular provision of the governing documents, or it

is a violation of a particular provision of the governing documents where there have been no other violations of the same provision within the fiscal year of January 1st to December 31st); or, if the violation *is a continuing one*, i.e., it is not a first-time violation and/or it is a violation of the same provision of the governing documents that occurred within the same fiscal year stated above, it shall contain a statement that any further violation of the same provision of the governing documents may result in the imposition of sanctions after notice and a hearing.

iv. Correction periods:

House Repairs:

Wood Replacement 60 Days

Painting 60 Days

Power Washing 30 Days

Yard Clean-up: 10 Days

Grass Cutting: 10 Days

Trimming and Edging: 10 Days

Stowing Trash Cans: (out of sight) 1 Day

Removal to Back Yard and Out of Sight:

Boats/Campers/Trailers 3 Days

Pods-Moving Storage 10 Days

Repairing Cars and Trucks 3 Days
(unless in garage)

Any activity not delineated above: 30 days

2) Alleged violation without abatement or alleged continuing violation

- i. If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Covenants and Restrictions Committee and/or Architectural Review Board. The notice shall contain:

1. The nature of the alleged violation;

2. The time and place of the hearing, which time shall not be less than ten (10) days from the service of notice;
3. An invitation to attend the hearing and produce any statement, evidence and witnesses on their behalf; and
4. The proposed sanction to be imposed.

3) Hearing before the C&R Committee/ARB:

The hearing shall be held before the C&R Committee/ARB pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder or course of action decided upon, 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 an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any, and the course of action decided upon.

Any sanction, fine or other course of action taken is not final and binding until the end of the above process (the end can come about by virtue of no hearing being requested, an unappealed ruling of the C&R Committee/ARB or a decision rendered on appeal by the Board). Once a final decision is reached, it must be mailed to the violator within seven (7) days. Any decision of the C&R Committee and/or ARB must be by a majority of the members of that Committee (a quorum for purposes of holding a meeting/making a decision is two (2) members). The general requirements of due process shall be observed at all times.

If, however, the same violation occurs after the hearing within the same fiscal year as defined above, the Board may take action and/or may impose fines/sanctions which are effective on the date of the Notice sent to the violator of the recurring violation (and no additional hearings, notices or correction periods will be offered or required prior to said action/sanctions/fines becoming final/taking effect). Stated differently, violations and the remedies for those violations, i.e., fines and the other rights stated above, are deemed cumulative within the same fiscal year.

4) Appeal of decision by the C&R Committee and/or ARB:

If the Owner or other person/entity on the losing end of the decision by the C&R Committee/ARB decides that they would like to appeal that decision, they are entitled to be heard. Specifically, this Owner or other person/entity may appeal this decision directly to the Board within thirty (30) days of that decision being served upon the violator. The appeal must be made in writing and must clearly explain the violator's position and reasons for

the appeal. The appeal shall be mailed to:

Braemoor Homeowners Association, Inc.
Board of Directors
 P.O. Box 719
 Goose Creek, SC 29445

The Board shall put these appeal requests on the agenda of the next meeting. However, the Board shall not put these appeals on the agenda for the meeting unless the appeal is timely and in writing. When each appeal is reached at the meeting, the violator is entitled to present evidence, confront (cross-examine) witnesses called against them and call their own witnesses in support of their case. There are no formal rules of evidence when these appeals are heard; rather, the officer running the meeting shall be in charge of the orderly flow of this process. Once the Board votes as provided in the By-Laws regarding the appeal(s) at that meeting, those decisions are final with no further right to appeal. The general requirements of due process shall be observed at all times.

- 5) Fines and due dates (as used in this section, "violation" means a violation of any provision, not necessarily the same provision):
 1st violation---\$25.00 (due within 14 days)
 2nd violation--\$50.00 (due within 14 days)
 3rd violation (and any subsequent violations)--\$100.00 (due within 14 days)

The amount of fines cannot exceed one thousand dollars (\$1,000.00) within the fiscal year regardless of the number and type of violations.

- 6) Definition of "served":
 Served, as used in this Section, shall mean hand-delivery to the Owner's doorstep or U.S. mail to the Owner's last known address. A person or entity is deemed to be served when hand-delivery is accomplished or three (3) days after placing the document in the U.S. mail, postage prepaid.
- 6) Billing/interest/late fees:
 Unpaid dues, fines, attorney's fees/costs and other monies owed, will be accumulated, billed, and collected by the Board on behalf of the Association. Interest and late fee charges will not be assessed on any fines.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the By-Laws shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned President and Secretary of
BRAEMOOR HOMEOWNERS ASSOCIATION, INC. have set their hands and seals
this the 7th day of December, 2008.⁹

WITNESSES:

BRAEMOOR HOMEOWNERS
ASSOCIATION, INC.

D. Christie Beste
(Witness)

By: Tim Hudson (signature)
Print name: TIM HUDSON
Its: President

Susan C. Harrison
(Notary)

D. Christie Beste
(Witness)

By: Paul D. Keester (signature)
Print name: PAUL D. KEESTER
Its: ~~Secretary~~ Treasurer

Susan C. Harrison
(Notary)

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PROBATE

PERSONALLY appeared before me, the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within named BRAEMOOR HOMEOWNERS ASSOCIATION, INC., by Time Hudson, its President, and Paul D Kessler, its ^{Treasurer}~~Secretary~~, sign, seal and as its act and deed, deliver the within written Amended By-Laws of Braemoor Homeowners Association, Inc., and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

(Witness) Aaron Harrison

SWORN to before me this
the 7 day of December, 2008.

Lusan C HARRISON
Notary Public for South Carolina
My Commission Expires: 2/29/12

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STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

CERTIFICATION

We, the undersigned Tim E Hudson, as President, and Paul D Kessler, as ^{Treasurer} ~~Secretary~~, of Braemoor Homeowners Association, Inc., respectively, do hereby certify that at least a majority of the total votes at a special meeting of the Association held on 12/7/09, 2008, at which a quorum was present, voted in favor of the foregoing Amended By-Laws of Braemoor Homeowners Association, Inc.

WITNESSES:

BRAEMOOR HOMEOWNERS
ASSOCIATION, INC.

L. Lust Bost
(Witness)

Susan C Harrison
(Notary)

L. Lust Bost
(Witness)

Susan C Harrison
(Notary)

By: [Signature]
Print name: TIM HUDSON
Its: President

By: [Signature]
Print name: Paul D Kessler
Its: ~~Secretary~~ Treasurer

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Aileen Harrison
(Witness) Notary

(End of document)