



2018051601

BYLAWS  
RECORDING FEES

\$21.00

PRESENTED & RECORDED:

12-06-2018 11:30:09 AM

BK: RB 17308

PG: 255 - 269

DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: HEATHER CHAPMAN CLERK

# PATRICK PLACE PROPERTY OWNERS' ASSOCIATION, INC.

## BYLAWS OF PATRICK PLACE PROPERTY OWNERS' ASSOCIATION, INC.

### Officer Certification

The undersigned is an authorized officer of the association named above and certifies that the attached document is a true and correct copy of the document named above. This document is not subject to the requirements of witnesses and acknowledgements required under S.C Code §30-5-30.

By: *Duane Stanek* (signature)

Printed name: DUANE STANEK

Its: VICE PRESIDENT (office position)

BYLAWS  
OF  
PATRICK PLACE PROPERTY OWNERS ASSOCIATION, INC.  
*AMENDED NOVEMBER 2018*

ARTICLE I  
Name and Location

The name of the corporation is PATRICK PLACE PROPERTY OWNERS ASSOCIATION, INC., (the "Association"). The principal office of the Association shall be located at 6121 Charlotte Hwy., York, SC 29745, or at such other place as the Board of Directors may deem convenient or the affairs of the Association may require, provided that meetings of members and directors may be held at such place and location in the State of South Carolina as may be agreed upon by the majority of the Board of Directors.

ARTICLE II  
Definitions

1. "Association" shall mean Patrick Place Property Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of South Carolina, its successors and assigns.
2. "Common Area(s)" shall have the same meaning as contained in the Declaration and any and all real property and improvements thereon owned by the Association, or such other property to which the Association may hold title, whether in fee or for a term of years, or the beneficial rights of use and enjoyment for the nonexclusive use, benefit and enjoyment of the members of the Association subject to the provisions of the Declaration and the agreements, if any, between the Association and owners of such property.
3. "Declaration" shall mean the Declaration of Covenants and Restrictions applicable to the Properties as recorded in Book 4992 at Page 262; Book 6001 at Page 248; Book 6557 at Page 111; Book 7416 at Page 185; and Book 7653 at Page 166, in the Office of the Clerk of Courts for York County, South Carolina, as amended, extended or supplemented.
4. "Developer" shall mean May Green Properties, a North Carolina limited liability Company,
5. "Tract" for the purposes of these Bylaws shall mean any numbered lot or tract of land shown on the recorded plats of Patrick Place Subdivision as well as the meaning contained in the Declaration.
6. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee interest in any Tract, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
7. "Properties" shall mean any and all of that certain real property now or which may hereafter be made subject to the Declaration as part of the subdivision being developed by Developers in York County, South Carolina, which subdivision is and shall be commonly known

as Patrick Place.

ARTICLE III  
Membership

Section 1. Every person or entity who is the Owner of record of a fee interest in any Tract shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Tract merely as security for the performance of an obligation. Ownership of such Tract shall be the sole qualification for membership. When any Tract is owned of record in joint tenancy or tenancy in common or by some other legal entity, the membership as to such Tract(s) shall be joint and the right of such membership pertaining to voting power arising therefrom shall be only as stipulated in Article V herein below.

Section 2. During any period in which a member shall in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights may be suspended by the Board of Directors until such assessment is paid. In no event, however, may the right of an Owner to use the Roadways be suspended or terminated.

Section 3. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of Association, except to pay when due the charges, assessments and special assessments levied upon each member's Tract as the members of the Association may from time to time hereafter adopt.

ARTICLE IV  
Meetings of Members

Section 1. The first annual meeting of the members shall held at the election of Developer, at such place and time as the Board of Directors shall provide in its notice to members, and each subsequent annual meeting of the members shall be held on the same day of the same month of each year thereafter, unless the date of such meeting is changed by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings of the members may be called at any time by a majority of the board of directors, or upon written request of the members who are entitled to vote one- third (1/3) of the votes of each class of membership of the Association.

Section 3. Written notice of meetings stating the time and place of meetings and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the person authorized to call the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mails addressed to the member at his address as it appears on the records of the Association with the postage thereon prepaid.



Section 4. The presence in person or by proxy at the meeting of members entitled to vote twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. In the event a quorum is not present, the meeting may be adjourned to another date and time within six (6) months and notice thereof shall be delivered to all members. A majority of the votes entitled to be cast by the members present in person or represented by proxy at such meetings at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

Section 5. 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 Tract within the Properties.

Section 6. The Bylaws presented by the Developers at the initial meeting on November 14, 2006 shall become the Bylaws of the Association until they are revoked, replaced, or amended by the members of the Association. This shall not preclude further revisions by the Developer in accordance with Article XIX as set forth hereinafter.

ARTICLE V  
Voting and Voting Rights

Section 1. The voting rights of the membership shall be appurtenant to the ownership of the Tract and shall otherwise be as set forth in the Declaration.

A. The Owner(s) of each Tract shall be entitled to one (1) vote. When two or more persons hold an interest (other than a leasehold or security interest) in any Tract, all such persons shall be members. The vote for such Tract shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Tract and in no event shall more than one (1) vote be cast with respect to any Tract, nor shall any vote be fractionalized.

B. Any member who is delinquent in the payment of any charges duly levied by the Association against a Tract owned by such member shall not be entitled to vote until payment all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, has been made.

C. Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the member of his Tract. A corporate member's vote shall be cast by the president as the member corporation or by any other officer or proxy appointed by the president or designated by resolution of the Board of Directors of such corporation. A limited liability company's vote shall be cast by its member if it has only one member, or if it has two or more members, then it shall be cast by the person designated by appropriate resolution of the members of the limited liability company. If it is a manager managed limited liability company, then the vote shall be exercised by the manager. If the member is a limited partnership, then the vote shall be exercised by the limited partnership's general partner. If the member is a general partnership, then the vote may be exercised by any of the general partners of the partnership. If the member is a trust, then the vote shall be cast by its trustee if it only has one trustee, or it shall be cast by majority vote of the trustees if the trust has more than one trustee.

D. Voting on all matters (except the election of directors, which shall be by written ballot) shall be by voice vote or by shown of hands unless a majority of the members shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

E. The membership list shall be certified to the Board of Directors as of the date the notice of meeting is sent out, and for those meetings not requiring a notice, thirty (30) days prior to the meeting date. All members contained on the membership list shall be entitled to vote at the meeting whether or not they are owners of Tracts on the date of meeting.

#### ARTICLE VI Property Rights

Section 1. Each Member of the Association shall be entitled to the use and enjoyment of the Common Areas subject to the provisions of the Declaration.

Section 2. Each member of the Association shall have such an interest in the Association as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes in the Association. Said number may change from time to time as additional property is subjected to the Restrictions of Patrick Place.

#### ARTICLE VII Maintenance Charges

Section 1. By the Declaration each member is deemed to covenant to pay to the Association: (1) Common Area Assessments or other periodic charges and (2) Special Assessments as approved by the members. The Common Area Assessments and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall, to the extent permitted by law, be a continuing lien upon the property against which each such assessment is made to secure the payment of said assessments due and to become due. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person which was the Owner of such property at the time when the assessments fell due and shall not pass to his successors in title unless expressly assumed by them, which assumption shall not, however, relieve Owner of his personal obligation in event of nonpayment.

Section 2. The assessments paid to the Association shall be used exclusively for the purpose of establishing and maintaining a fund which will be used to pay for the expense of maintaining the Common Areas and other facilities related to the use and enjoyment thereof. By way of illustration, but without limitation, the fund may be used for doing anything reasonably necessary or desirable in the opinion of the Board of Directors of the Association to keep the Common Areas neat and in good repair and condition; and to provide such other common community services as the member of the Association shall decide are necessary or useful for the benefit, health and welfare of property owners and residents of Patrick Place.



Section 3. The monthly assessments shall be determined as provided in the Declaration.

Section 4. In addition to the assessments authorized above, the Association may levy at any time a special assessment as provided the Declaration.

Section 5. The establishment of monthly and special assessments, the date of Commencement of annual assessments and other matters relating to assessments are set forth in the Declaration and are incorporated herein by reference.

## ARTICLE VIII Board of Directors

Section 1. The business and affairs of this Association shall be managed by a Board of Directors. At the inception of the Association, the Board shall consist of the three (3) members named in the Articles of Incorporation. At the first meeting of the full membership, to be held on Tuesday, November 14, 2006, the number of Directors shall be increased to seven (7), with the officers, President, Vice President, Secretary, and Treasurer, being selected from the 7 Directors, and they shall be elected by the Directors. Only one person per household or tract may serve as an officer at any given time.

In the event that the necessary quorum of the membership is not available to elect seven directors at the initial meeting then the initial Board of Directors named in the Articles of Incorporation shall have the authority to appoint the persons who shall serve as Board of Directors at the first annual meeting. Only one person per household or tract may serve as a Director at any given time.

The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of three- fourths (3/4) of all members. Each director shall hold office for the term which he was elected, or until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualified. Each such director shall serve for a one-year term. Nothing herein contained shall be construed to prevent the election of a director to succeed himself. For purposes of election of new Board of Directions the quorum at the annual meeting shall be 25% of the voting members present or by proxy.

Section 2. The first Board of Directors named in the Articles of Incorporation shall the date of the filing until their successors are duly elected and have qualified. Only thereafter, directors shall be elected by ballot at the annual meeting of the members. Each director shall hold office until his death, resignation, removal, disqualification, or his successor is elected or appointed and qualified. Any vacancy may be filled at any time by a majority of the remaining directors, but a vacancy created by an increase in the authorized number of directors shall be filled only by election at an annual meeting or at a special meeting of members called that purpose.

Section 3. The directors shall act only as a Board, and the individual directors shall have no power as such. As long as there are six or more directors in office, a majority of the directors for the time being in office shall constitute a quorum for the transaction of business. If there is a shortage of two or more directors (five or less directors remain in office), the majority of the Board of Directors may call a special meeting for the purpose of electing two additional board members to fill the vacancies. No other action may be taken by the Board of Directors until there are at least six total board members. So long as there are six or more Board of Directors in office, the act of the majority of directors present at any time at which there is a quorum shall be the act of the Board of Directors.

Section 4. The Board of Directors may, by resolution adopted by a majority thereof, designate one or more executive committees, each executive committee to include not less than two (2) directors as members thereof, which executive committees to the extent provided in said resolution, may have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association. The Board of Directors may designate such other committees which it may deem necessary and advisable in the efficient operation of the Association. These committees may be appointed by the Board from those members who are not directors, to serve in such capacity as the directors may specify.

Section 5. The Board of Directors shall meet for the transaction of business at such time and place as may be designated from time to time by resolution of the Board. Regular meetings of the Board may be held without notice. Special meetings of the Board of Directors may be called by the President or by any two (2) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meeting. The attendance of a director as a meeting shall constitute a waiver of such notice except where a director attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. The Board of Directors may from time to time determine the order of business at its meetings. At all meetings of the Board, the President, or in his absence, the Chairman chosen by the directors present, shall preside.

Section 7. The Board of Directors, after the close of the fiscal year, shall submit to the Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Subsequent to their election by members, 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 9. No director shall receive compensation for any service he may render to the Association, provided, however, any director may be reimbursed for his actual expenses incurred in the performance his duties.



Section 10. 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.

Section 11. No Director shall serve more than two (2) consecutive terms on the Board, unless there are no other candidates seeking election, in which case this rule can be waived.

ARTICLE IX  
Powers and Duties of the Board of Directors

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

- (a) adopt and publish rules and regulations governing the use of the Common Areas and other facilities provided for the common use and benefit of Association members, and to establish penalties for the misuse thereof;
- (b) 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;
- (c) 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;
- (d) enter into agreements with third parties in order to facilitate efficient operation of the Common Areas. It shall be the primary of such agreements to provide for the administration, maintenance and repair and operation of the Common Areas. The terms of said agreements shall be as determined by the Board of Directors to be in the best interest of the Association;
- (e) employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe their duties, to carry out and accomplish the purposes of the Association;
- (f) open bank accounts on behalf of the Association and designate signatories therefore.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members of the Association;



(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed. All officers, agents and employees so acting shall be acting under the direct supervision of the Board of Directors, and shall have only the authority and powers specifically given to them by the Board of Directors;

(c) fix the amount of the annual or special assessment against each Tract as provided in the Declaration and send written notice of each assessment to every Association member at least thirty (30) days in advance of each annual or special assessment due date,

subject, however, as to special assessments, the assent of the membership as hereinabove provided;

(d) issue, or cause an appropriate officer to issue, upon demand, by any person, a receipt 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 and such certificates, if issued, shall be conclusive evidence of payment of any assessment therein stated to have been paid; and

(e) cause the Common Areas to be maintained.

All of these duties may be delegated by the board of Directors to a professional management company in the sole discretion of the Board of Directors, with the exception of that duty set forth in section (c) above.

discretion of the Board of Directors, with the exception of that duty set forth in Subsection (c) above. Section 3. Limitations on Powers of Board

In no event shall the Board have the power to expand the scope of the amenities or common areas in a manner which would require capital improvements costing \$1,000 or more, without obtaining approval of the members at either the regular annual meeting or at a special pursuant to the provisions of Article III.

## ARTICLE X Officers and their Duties

Section 1. The officers of this Association shall be a President and one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as the Board may from time to time deem necessary. Any two or more offices may be held by the same except the offices of President and Secretary and the offices of President and Vice President.

Section 2. The officers of the Association shall be elected or appointed annually by the Board of Directors, and each shall hold office for one (1) year unless he shall sooner die, resign, or be removed, or otherwise disqualify to serve. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, such authority, and perform such duties as the Board may from time to time determine. At any time, only one person per household or tract may serve as an officer of the Association

Section 3. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignations 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 4. A vacancy in any office may be filled in the manner prescribed for regular election or appointment. The officer elected or appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the corporation and shall perform such other duties as from time to time may be assigned to him by the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, promissory notes, deeds and other such similar documents; and shall, in general, perform all duties incident to the office of the President.

Vice President

(b) The Vice President shall act in the place and stead 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.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of all the members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) 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 accounting of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members



ARTICLE XI  
Indemnification of Officers and Directors

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and **all** expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or officers or a director or officer of the Association, except this indemnification shall not operate with respect to a director or officer or person who has been adjudged in any action, suite, or proceeding guilty of willful and intentional misconduct in the performance of his duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approved such settlement and reimbursement as being in the best interest of the Association. The Association shall likewise indemnify any bonded professional management company for any of the above-mentioned expenses, when such expenses are incurred in the course of duties delegated by the Board of Directors.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, bylaw agreement, vote of Association members or otherwise. In the event of death of the offer or director, the provisions hereof shall extend to his legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or no such persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this bylaw.

The invalidity or unenforceability of a provision of this bylaw shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XII  
Corporate Seal

A corporate seal shall have engraved thereon the following:

PATRICK PLACE PROPERTY OWNERS ASSOCIATION, INC.  
A Nonprofit Corporation  
SEAL  

---

  
South Carolina

It shall remain in the custody of the Secretary and shall be by him affixed to all documents requiring the corporate seal of complete execution. An impression of the corporate seal is directed to be affixed to these Bylaws.

ARTICLE XIII  
Books and Records

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

ARTICLE XIV  
Fiscal Year

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

ARTICLE XV  
Notice

Any notice required to be given by these Bylaws may be waived by the person entitled thereto before or after the time stated therein. Unless otherwise provided, whenever a notice shall be required by these Bylaws, such notice shall be given in writing, and addressed to the person entitled thereto at his address as the same appears on the books of the Association, the time when such notice is mailed being deemed the time of the giving of such notice.

ARTICLE XVI  
Amendments

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Provided, however, the provisions of article IV, Section 1, Article VIII, Sections 1 and 2, Article XI and this Article XVI may not be amended without consent in writing of Declarant so long as Declarant shall be the owner of one or more Tracts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVIII  
Assets: Purpose

No part of the income of the Association shall inure to the benefit of any officer, director or member of the Association; except that funds advanced for the benefit of the Association and goods and services provided to the Association by an officer, director or member may be paid out of the Association's income and upon the dissolution of the Association, the assets thereof shall, after all its liabilities and obligations have been discharged or adequate provisions made therefore, be distributed or conveyed to any association or associations organized for purposes similar to that of the Association, or to a government entity for maintenance.

ARTICLE XIX



## Reservation of Amendment Power by Developer

Until all of the homeowners business affairs are turned over by the developer May Green Properties, LLC to the Association which becomes effective on January 1, 2007, the Association acknowledges that the developer can revise these Bylaws, and that such revisions shall be binding upon the Association and its membership and Board of Directors.

## ARTICLE XX

### Covenant Enforcement Policy

**Overview:** To protect the value, desirability and attractiveness of property in Patrick Place, the Board of Directors has established a procedure (below) to enforce our covenants, rules and regulations. The fines referenced herein are liquidated damages for the costs the Association and its members would otherwise incur in enforcing the Covenants. The PPPOA Board will only recognize and act upon properly documented complaints and each complaint will be dealt with on a one-on-one basis.

**Properly Documented Complaint:** A complaint will only be recognized and acted upon by the Board of Directors if it meets all of the following requirements:

- Submitted using the “Covenants Violation Form” found on our website [www.patrickplacepoa.com](http://www.patrickplacepoa.com), or submitted via email to a Board Member, and
- Identifies property address or the subject’s name of alleged violation, and
- Provides a detailed description of alleged violation, and
- Is signed and dated by person(s) submitting the complaint (email complaint will suffice as being signed).

#### **Enforcement Procedures for all covenants with exception to covenant 14:**

1. A verbal and/or e-mail request for remedy will be communicated to the homeowner in violation detailing the violation(s).
2. The homeowner will have 14 consecutive days from the date of verbal communication to correct the violation(s).
3. If the violation(s) is (are) not corrected after 14 days, a written notice will be issued via certified mail detailing the violation(s).
4. The owner will have 30 consecutive days from the date that the letter is postmarked to correct the violation(s).
5. If the violation(s) is (are) not corrected after 30 days, a fine assessment of \$25 for each violation will be levied and \$5 fine will be levied for each consecutive day the violation(s) are not corrected. A maximum fine amount of \$1200 per year per violation shall apply.
6. The fine(s) must be paid within 15 days of the date of the first fine assessment.
7. Unpaid fines shall be added to the owner’s annual assessment fee, and if not paid shall be subject to the remedies in paragraph 22 of the Covenants, including the lien referenced therein.
8. The Association shall further have the right to enforce the Covenants as otherwise provided in governing documents.

**Enforcement Procedures for covenant 14 (Boats/Trailers/Campers Etc):**

1. A verbal request or an email for remedy will be communicated to the party in violation detailing the violation(s).
2. The owner will have 48 hours from the date of verbal communication to correct the violation(s).
3. If the violation(s) is (are) not corrected after 48 hours, a written notice will be issued via certified mail detailing the violation(s).
4. For the first offense, a fine assessment of \$25 for each violation will be levied and \$5 fine will be levied for each consecutive day the violation(s) are not corrected.
5. If the violation(s) is (are) not corrected after 7 days, or for the second and/or subsequent offense a fine assessment of \$50 will be levied and a \$10 fine will be levied for each consecutive day the violation(s) are not corrected.
6. A maximum fine amount of \$1200 per year per violation shall apply.
7. The fine(s) must be paid within 15 days of the date of the first fine assessment.
8. Unpaid fines shall be added to the owner's annual assessment fee, and if not paid shall be subject to the remedies in paragraph 22 of the Covenants, including the lien referenced therein.
9. The Association shall further have the right to enforce the Covenants as otherwise provided in governing documents.

**Right of Appeal:** Any owner who wishes to appeal a violation notice to the Board may do so. Such appeals MUST be made in writing and sent via regular mail, fax or e-mail to the president within 15 days of receiving the written violation notice. The Patrick Place POA Board or a committee appointed by the board will review the appeal in a timely manner to determine whether to affirm the violation.

**Scope of Authority:** While it is the power of the Patrick Place Property Owners Association to enforce the rules of the subdivision, the Association cannot overstep the authority delegated to it in the Bylaws and is bound by local, state and federal laws.



CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am duly elected and acting Secretary of PATRICK PLACE PROPERTY OWNERS ASSOCIATION, INC., a South Carolina Nonprofit Corporation, and

THAT, the foregoing amended Bylaws constitute the Bylaws of said Association, as previously duly adopted in 2006, and as amended at a special meeting of the Association on October 27, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association, this 30 day of November, 2018.

  
Secretary

PATRICK PLACE PROPERTY OWNERS  
ASSOCIATION INC.  
A Nonprofit Corporation  
SEAL

\_\_\_\_\_  
South Carolina