

## **Constitution and By-Laws**

### **Smallwood Estates Homeowners Association**

Revised May 7, 2006

Smallwood Estates Homeowners Association

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Article I. Name

The name of the corporation shall be Smallwood Estates Homeowners Association and will hereafter be referred to as "the Association".

Article II. Purposes

The Association shall be organized and operated for the promotion of the social welfare of the neighborhood and residents by bringing about civic betterments; and it shall work to enhance the safety and maintenance of the neighborhood and the quality of county services in the neighborhood. The Association will manage its membership and its Lake Murray Access Area.

Article III. Membership and Dues

Section I.

Any property owner of the Neighborhood (as described hereafter) shall be eligible for membership upon payment of annual dues. "Neighborhood" is defined as properties described on the Final Plat Approval dated 5/2/78 for Smallwood Estates; referenced in Plat Book 165-G, Plat #15.

Section II.

- A. The annual dues for membership in the Association shall be ~~██████~~ per household per year or such other amount as may be established by the unanimous vote of the Board of Directors. Any household whose dues are current will be allowed one vote per household on matters that come before the Association.
- B. All dues are payable annually by May 1<sup>st</sup> of the current year. Dues are not pro-rated, although dues paid by a previous owner qualify the new resident for the remainder of the current membership.
- C. Only a paid member of the Association is entitled to a key to the Association's lake access area.

\$100<sup>00</sup> as of 2010

## Article VIII. Amendments

This Constitution and By-Laws may be amended by a two-thirds (2/3) vote of the total membership provided the membership is given written notice of the proposed change(s) at least ten (10) days prior to the vote.

### Section III.

The Association annual membership shall run from May 1<sup>st</sup> to April 30<sup>th</sup>.

## Article IV. Meetings

### Section I.

Each year there shall be a general membership meeting held the first Sunday in May. Special meetings of the membership may be called by the President. Special meetings shall also be called by the Secretary at the request of at least twenty-five (25) percent of the membership. All meetings of the Association require a ten (10) day notification to the membership.

### Section II.

Roberts Rule of Order, latest edition, shall be recognized as the authority governing the Association meetings.

### Section III.

- A. To constitute a quorum, twenty-five (25) percent of the membership of the Association shall be present at a meeting. Any matter requiring a vote of the members may be adopted by a majority vote with the exception of matters covered in Article VI, Section II, item D or Article VIII. Only members who are present at a meeting are allowed to vote on issues arising at the meeting.
- B. If a quorum is not met at a scheduled meeting the Board of Directors has authority to take an Action Without a Meeting. An Action Without a Meeting is consent in writing, setting forth the action to be taken signed by the President and two additional Board members. It shall take signatures of twenty-five (25) percent of the membership to pass the action set forth in the Action Without a Meeting. An Action Without a Meeting can be used for any issue except those regarding to Article VI, Section II, item D or Article VIII.
- C. An Action Without a Meeting, may be used at the convenience of the Board of Directors, without calling a meeting, provided a copy of the Action Without a Meeting is sent to the entire membership of the Association. An Action Without a Meeting can be used for any issue except those regarding to Article VI, Section II, item D or Article VIII.

## Article V. Elections

Election of Officers shall be held during the regular spring meeting. All officer nominations shall be open from the floor. Newly elected officers shall assume office immediately after the adjournment of the meeting.

## Article VI. Officers and Board of Directors

### Section I.

The Board of Directors shall be the governing body of the Association and as such shall exercise all powers and privileges of the Association subject to the Constitution and By-Laws and the will of the membership.

### Section II.

- A. The Board of Directors shall be composed of five (5) elected members: President, Vice-President, Secretary, Treasurer, and one additional Director at large.
- B. The term of office of the Board of Directors shall be two (2) years.
- C. The President shall appoint a replacement for any vacant position that occurs within the Board of Directors. The appointee shall complete the term of the vacancy.
- D. Any Officer can be removed by a two-thirds (2/3) vote of the total membership. The Secretary shall call a special meeting for the purpose of said vote upon receiving a petition stating just cause signed by twenty-five (25) percent of the membership.

### Section III.

- A. The President shall preside and maintain order at all meetings, supervise the affairs and activities of the Association, represent the Association within the community, supervise and assist the Officers in the performance of their duties, announce all projects, and deliver an Annual Report to the membership.
- B. The Vice-President shall perform the duties of the President in his/her absence, provide encouragement and assistance for project

participation, and manage the distribution and remittance of keys to the Association's lake access area.

- C. The Secretary shall record and distribute all minutes, shall answer all correspondence, prepare agendas with the President, provide current membership rules to the membership, maintain attendance records, maintain the calendar, and notify the membership of all meetings.
- D. The Treasurer shall prepare the budget with input from the Board of Directors, report on the financial status of the Association, keep records of money paid by or owed to the Association, record dues paid to the Association, maintain a list and location of the Associations assets, prepare a financial report for review at Board meetings, present a general ledger and financial statement in good standing on March 15<sup>th</sup> and May 15<sup>th</sup> of each year for audit review to the Director at large and upon request to any Director upon his/her request.
- E. The Director at large shall audit the Treasurers records twice a year and serve as chairman of the annual dues collection committee under the direction of the Treasurer.

#### Section IV.

- A. The Treasurer through the checking account of the Association shall make disbursement of funds.
- B. No disbursement greater than fifty (50) dollars shall be made without approval of the Board of Directors, except where the Board of Directors has approved a budget. A committee with an approved budget shall be bound by the total authorization amount and not restricted to disbursements at the fifty (50) dollar level.
- C. No member of the Association shall contract for, or incur any debt or enter into any agreement or otherwise obligate the Association in an amount in excess of the funds currently available from the Associations treasury except by authorization of the membership.

#### Article VII. Committees

Committees may be established as needed by the President. The chairperson of each committee shall be responsible for the notice of the committee meetings being given to the committee members and shall give regular reports to the Board of Directors of actions taken by his/her respective committee.

# **Covenants**

## **Smallwood Estates Homeowner's Association**

**Filed April 28, 1978**  
**Reinstated March 30, 1998**

# Smallwood Estates Homeowner's Association

## Covenants

### State of South Carolina

### County of Lexington

STATE OF SOUTH CAROLINA, L.L.U. RESTRICTIVE COVENANTS  
COUNTY OF LEXINGTON MAY 2 12 31 PM '78  
# 285

KNOW ALL MEN BY THESE PRESENTS, that Smallwood Estates, A Partnership, is the owner of the following described property:

All those certain pieces, parcels or lots of land situate, lying and being near Chapin, in the County of Lexington, State of South Carolina, being shown and delineated as Lots 1-19, Block "F", both inclusive; Lots 1-10, Block "C", both inclusive, and Lots 1-6, Block "B", both inclusive, on a plat of Smallwood Estates, made by Johnny T. Lennon + Associates INC dated 2-9-1975, and recorded in the Office of the REC for Lexington County in Plat Book 165-8 at Page 218 Plat #15

do hereby declare, covenant and agree on behalf of itself, its successors and assigns, with all persons, their heirs and assigns, who shall hereafter purchase lots described above, shall be subject to the following restrictions, reservations, covenants, and limitations as to the use thereof, and said restrictions run with the land.

#### Structures

1) No structure shall be erected on any of said lots other than one (1) single family dwelling. No use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. There shall be no type of commercial establishment on these lots.

1-A) No dwelling shall be erected having less than one thousand square feet, (1,000 sq. ft.) of heated floor space.

1-B) No lot may be subdivided without the written consent of Smallwood Estates, A Partnership, or person or persons designated by Smallwood Estates, A Partnership.

1-C) No structure of a temporary nature, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time other than storage sheds or



boathouses constructed of brick, painted metal, or of a material matching that of the residence placed upon the lot.

**Plans and Specifications**

2) No residence of any kind shall be erected or placed on any of the lots on the above tract until the building plans together with specifications, design and plat showing the location of such residence on the lot in question has been approved by Smallwood Estates, A Partnership, or person or persons designated by Smallwood Estates, A Partnership, in writing.

**Set-Back Lines**

3) No residence shall be located on any lot nearer than thirty-five feet, (35.0'), to the roadway; nor nearer than ten feet, (10.0') from the rear property line; nor nearer than five feet, (5.0'), from any side lot line, unless otherwise approved in writing by Smallwood Estates, A Partnership, or a person or persons designated by Smallwood Estates, A Partnership, in writing.

**Refuse Restriction**

4) No lot covered by these restrictions or any property of Smallwood Estates, A Partnership, may be used or maintained as a dumping ground for refuse, garbage, rubbish, or cast-off material. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Construction Time**

5) All residences and storage sheds must be completely finished outside and painted where painting is required within six (6) months after the beginning of construction.

**Offensive Activity/Pets**

6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, except domestic pets, may be kept thereon.

**Sewerage Disposal**

7) The sewerage disposal shall be through a new concept in sewerage disposal known as the LETTS SYSTEM, which system shall be completely covered and explained by a Brochure to be given to each person purchasing a lot directly from Smallwood Estates, a Partnership.

### **Fencing**

8) No fence of any type shall be erected on any lot or lots without the written consent of Smallwood Estates, A Partnership, or a person or persons designated by Smallwood Estates, A Partnership.

### **Utility Easements**

9) Easements for installations of utilities and drainage facilities are reserved unto Smallwood Estates, A Partnership, its successors and assigns, as follows: All property lines shall have a standard five foot ( 5.0') easement along the side property lines; a standard five foot ( 5.0') easement along the roadway; and a standard five foot ( 5.0') easement on the rear property line.

9-A Special easements not included in Item #9 above will cover interceptor tanks, pumping stations and wells which easements will be designated and shown on a plat of this property; such plat previously detailed in the legal description of the property.

### **Access Lot Restrictions**

Each lot owner will have an exclusive right to the access lot as shown on above-referenced plat.

Each lot owner will be given a key to a gate to be erected by Smallwood Estates, A Partnership, and placed at the entrance to the access lot for purposes of ingress and egress to said access lot. Keys shall be issued only to those persons purchasing lots directly from Smallwood Estates, A Partnership, its successors or assigns.

Lot owners, or a member of the immediate family, must personally accompany anyone using his key to the access lot. Any lot owner lending his key shall be penalized by non-use of said access lot for a period of one (1) year from the date of violation.

No cars, trailers, or boats may be left on the access lot after the owner leaves, except that cars and trailers may remain thereon while the lot owner is boating. No boat may be tied at the water edge or left on said access lot without the physical presence of the owner, or member of his immediate family.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Smallwood Estates, A Partnership, reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions in Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

For the purpose of written consent for any of the above restrictions, the written consent of Wyman Boozer Realty, Inc., General Partner, of Smallwood Estates, A Partnership, or its successors or assigns, shall be sufficient to meet the requirement of written consent as set forth in the above restrictions.

IN WITNESS WHEREOF, Smallwood Estates, A Partnership, has caused these presents to be executed in its name by Wyman Boozer Realty, Inc., s. Wyman Boozer, President, General Partner, this 28<sup>th</sup> day of April, 1978.

SMALLWOOD ESTATES,  
A Partnership  
BY: [Signature] GENERAL PARTNER  
Wyman Boozer Realty, Inc.  
S. Wyman Boozer, President

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PERSONALLY appeared before me Perry C. Tracy  
and made oath that s/he saw the within named Smallwood Estates,  
A Partnership, by Wyman Boozer Realty, Inc., S. Wyman Boozer,  
President, its General Partner, sign the within Restrictive  
Covenants, and by said General Partner, seal said instrument, and  
as its act and deed, deliver the same, and that s/he with  
[Signature] witnessed the execution thereof.

SWORN to before me this 28<sup>th</sup>  
day of April, 1978.  
[Signature] (L.S.)  
Notary Public for S. C.  
My Commission Expires: 11/25/79

Recorded on 28<sup>th</sup> day of May A.D. 1978  
EVELYN FAYE KYLER, R.M.C.

Smallwood Estates Homeowner's Association  
Covenants

Reinstated March 30, 1998-2018

See RB 4669, pg. 66

0022533 BK: 4669 Pg: 0067

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN WITNESS WHEREOF, Smallwood Estates property owners, has agreed to reinstate the existing  
Restrictive Covenants as recorded in the Lexington County RMC in book 261, at page 236-239, and  
attached hereto as an exhibit for a period of Twenty Years, has caused these presents to be executed  
in its name by Smallwood Estates property owners, this 26<sup>th</sup> day of March, 1998

Elizabeth J. Hines

Smallwood Estates Property Owner

Theresa E. Kew

By William E. Garrett  
(signature)

By William E. Garrett Sr  
(print)

Lot 18, Block F

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PERSONALLY appeared before me Elizabeth J. Hines and made oath that  
she saw the within named Smallwood Estates Property Owner, sign the within Restrictive Covenants, and  
by said property owner, seal said instrument, and as its act and deed, deliver the same, and that she with  
Theresa E. Kew witnessed the execution thereof

SWORN TO BEFORE ME THIS

16 DAY OF MARCH, 1998

Elizabeth J. Hines (L.S.)

Notary Public for South Carolina  
My Commission Expires January 23, 2007  
My Commission Expires \_\_\_\_\_

Elizabeth J. Hines