



53 2012 00019588

Instrument Number: 2012- 00019588

As  
BYLAWS

Recorded On: August 15, 2012

Parties: MOSSEY CREEK POA  
To  
MOSSEY CREEK

Billable Pages: 8

Recorded By: GRIMBALL & CABANISS LLC

Num Of Pages: 13

Comment:

**\*\* Examined and Charged as Follows: \*\***

BYLAWS	18.00
Recording Charge:	18.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

**File Information:**

**Record and Return To:**

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GRIMBALL & CABANISS LLC  
PO BOX 816  
CHARLESTON SC 29402-0816



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds

## BYLAWS OF MOSSEY CREEK POA

Pursuant to the Provisions of the South Carolina Nonprofit Corporation Act currently enacted as of January 1, 2012, the Board of Directors of Mossey Creek Property Owners Association, Inc. (a/k/a Mossey Creek POA), a South Carolina nonprofit corporation, hereby adopts the following Bylaws for such corporation:

### ARTICLE I NAME AND PRINCIPAL OFFICE

- 1.1 NAME: The name of the nonprofit corporation is "Mossey Creek Property Owners Association, Inc.," hereinafter referred to as the "Association."
- 1.2 OFFICES: Community Management Group sends and receives correspondence and at the time of the adoption of these Bylaws is the general managing company for Mossy Creek. Their office is located in Charleston County, SC.

### ARTICLE II DEFINITIONS

2.1 DEFINITIONS: Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration to which these Bylaws are attached (hereinafter referred to as the "Declaration"), shall have such defined meanings when used in these Bylaws.

### ARTICLE III MEMBERS AND VOTING RIGHTS

3.1 "Member" means those persons entitled to and having membership as provided in the Declaration. Every person who is a record owner of a fee or undivided interest in any residential lot in Mossey Creek subject to this Declaration shall automatically be a member of The Association; provided, however, that any such person who holds such interest merely as security for an obligation shall not be a member.

3.2 VOTING RIGHTS: Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Class B home sites now cease to exist.

3.3 Voting: The members shall vote pursuant to the Articles of Incorporation and Bylaws of the Association, as amended from time to time or by law.

3.4 Suspension of Membership Rights: The Board of Directors of The Association, by simple majority vote, may suspend the rights of any member who violates any of the provisions of the Declaration, including but not limited to default in the payment of any annual or special assessments levied by the Association. In the event of such suspension, the voting rights and right to any use of The Association's properties and facilities by such member may be suspended by the Board of Directors until such violation has been corrected.

## ARTICLE IV BOARD OF DIRECTORS

4.1 General Powers: The property, affairs, and business of the Association shall be managed by its Board of Directors. The Board may exercise all of the powers of the Association whether derived from law, the Declaration, the Articles of Incorporation, or these Bylaws, except such powers that are expressly vested in another Person by such sources. The Board shall constitute the final administrative authority of the Association, and all decisions of the Board shall be binding upon the Association. The Board may by written contract delegate, in whole or in part, to a Management Agent such of its duties, responsibilities, function and powers, or those of any officer, as are properly delegable. **The following are the General Powers of the Board of Directors:**

- (a) to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws or by the Articles of Incorporation;
- (b) to 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 without good cause;
- (c) to employ such employees as it deems necessary to carry out the purposes of the Association and describe their duties and to select and employ a management entity to manage the Association;
- (d) to employ attorneys to represent the Association when deemed necessary;
- (e) to appoint and remove at pleasure all officers of the Association, describe their duties, fix their compensation, and request of them such security or fidelity bond as it may deem expedient.

4.2 Duties: The Board of Directors shall have the following duties:

- (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 of the members,

or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots.

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
  - (1) as more fully provided in the Declaration, to:
    - (2) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year.
    - (3) send written notice of each assessment to every Owner subject thereto at least ten (10) days and before January 1 of each year;
    - (4) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (d) procure and maintain adequate liability insurance covering the Association in an amount determined by the Board and adequate hazard insurance on any real and personal property owned by the Association;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (f) cause the Common Area to be maintained to a level deemed appropriate by the Board

#### 4.3 Number, Tenure and Qualifications:

4.3.1 At such time as the Declarant no longer owns a controlling interest, or such earlier time as the Declarant records a Supplemental Declaration waiving its authority to designate the Board, the successor Board shall be selected as follows:

- A. The successor Board shall consist of not less than three (3), no more than five (5) persons. At the meeting and each subsequent election of Directors, the Owner of each homesite shall be entitled to cast personally or by written proxy in a form

approved by the existing Board, votes for each homesites as is owned by such Owner.

- B. After giving the Owners (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Owner or Proxy holder, the Directors shall be elected by secret written ballot. Each owner shall be authorized to cast as many votes as the Number of Directors to be elected (example: if three Directors are being elected, then the Owner may cast his votes for three nominees). Those nominated Persons receiving the highest number of votes shall be the Directors.
- C. In subsequent elections for Directors, the same procedure is set forth above shall be followed.

4.4. Annual and Regular Meetings: The first meeting of the Board of Directors shall be held within one (1) year from the date of incorporation of the Association. The Board shall set subsequent annual meetings after January 1<sup>st</sup> of each year. They are to occur no later than ninety (90) days after close of the Association's fiscal year, provided that the date for such annual meeting may be deferred by the Board of Directors. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage paid, not less than 10 days nor more than 60 days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and in the case of special meeting, the exact purposes thereof.

4.5 Substitute Annual Meeting: If the annual meeting shall not be held on the day designated by these Bylaws, a Substitute Annual Meeting may be called. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

4.6 Special Meetings: Special meetings of the Board may be called at the request of two Directors, or if there are only two Directors, then any Director or upon written request of the members entitled to one-fourth (1/4) of the votes. The Directors calling a special meeting of the Board may fix any place within Berkeley County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Notice of any special meetings shall be given at least two (2) days prior thereto. Notice shall be in accordance with the procedure set forth provided that notice may also be given by facsimile transmission if the Director given such notice has provided a facsimile number to the Association and the sender retains a record of its electronic receipt. Any Director may waive notice of a meeting.

4.7 Quorum, Telephonic Meetings and Manner of Acting: A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means which permits all participating Directors to communicate

simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.8 Compensation: No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

4.9 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

4.10 Vacancies: If a vacancy shall occur in the Board by reason of death, resignation of Director shall be filled by vote of the remaining Directors. If a vacancy shall occur in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors (example, by the Declarant). Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

4.11 Informal Action by Directors: Any action that is permitted to be taken at a meeting of the board may be taken without a meeting, if a consent in writing setting forth the action so taken, shall be signed by all the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

4.12 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate manner is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file this written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE V OFFICERS

5.1 Number: The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may from time to time be appointed by The Board.

5.2 Election, Tenure and Qualifications: the Board at the regular annual meeting of the Board shall choose the officers of the Association. In the event of failure to choose officers as such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in these Bylaws, whichever first occurs. Any one individual may hold any two offices except that the President may not also be the Secretary or the Treasurer. No individual holding two offices shall act in or execute any instrument in the capacity of more than one office.

5.3 Subordinate Officers and Agents: The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have such authority to perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties.

5.4 Resignation and Removal: Any officer may resign at any time by delivering a written resignation to the Board or the President. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at anytime, for or without cause.

5.5 Vacancies and Newly Created Offices: If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, unfilled seats or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any special meeting.

5.6 The President: The President shall preside at meetings of the Board and at meetings of Owners called by the Association. He or she shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him/her; provided that the Board may authorize other officers or Persons to act on specific manners by proper resolution of the Board.

4.7 The Vice President: The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him/her.

4.8 The Secretary: The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him/her to keep. He or she shall perform such other duties as the Board may require of him/her.

4.9 Treasurer: The Treasurer shall have custody and control of the funds of the Association, subject to the action of the Board and shall, when requested by the President or the Board to do so, report the state of finances of the Association. He or she shall perform such other duties as the Board may require of him/her.

4.10

Compensation: No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Association other than in their capacities as officers.

## ARTICLE VI COMMITTEES

6.1 Designation of Committees: The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall consist of such number, as the Board shall determine. No committee member shall receive compensation for services that he/she may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to that Association other than in their capacities as committee members.

6.2 Proceedings of Committees: Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and up on such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.3 Quorum and Manner of Acting: At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction for business and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee



designated by the Board hereunder shall act as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal: Any member of the committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies: if any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining may continue to act. Such vacancy may be filled at any meeting of the Board.

## ARTICLE VII INDEMNIFICATION

7.1 Indemnification: The Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit or proceeding (including a proceeding brought by the Association, unless it be for negligence or malfeasance in office, or for monies owed) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement in connection with such action, suit or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or if the action is brought by the Association, without negligence or breach of any contractual or fiduciary obligation to the Association), and in a manner he reasonable believed to be in or not opposed to the best interest of the Association, and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, or plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner which he reasonable believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Determination: To the extent that a Director, officer, employee or agent of the Association had been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1, or in the defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Association only upon a determination that

indemnification of a Director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.

7.3 Advances: Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article, may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon the receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

7.4 Scope of Indemnification: The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Directors or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such Persons who cease to be Directors, officers, employees or agents of the Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.

7.5 Insurance: The Association may purchase and maintain insurance on behalf of any Person who was or is a Director, officer, employee or agent of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.

7.6 Payments and Premiums: All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the Association and shall be paid with funds of the Association.

## ARTICLE VIII FISCAL YEAR AND SEAL

8.1 Fiscal Year: The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January each year and shall end on the 31<sup>st</sup> day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2 Seal: The board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed there on the name of the Association, the state of incorporation, and the words "Corporate Seal."

**ARTICLE IX  
RULES AND REGULATIONS**

9.1 Rules and Regulations: The Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulation governing the use, operation, and protection of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Covenants, the Declaration or these Bylaws. Without limitation, such rules and regulations may include establishment of reasonable fees for guests or for special use of facilities in the Common Areas, definition of the times and conditions of use of facilities in the Common Areas and reasonable charges or fines for failure to observe the terms of this Declaration or the rules and regulations. Upon request of any Owner, such Owners shall be provided a copy of the rules and regulations or the Declaration, provided that the Board may charge a reasonable fee to cover any reproduction, mailing and administrative costs involved.

**ARTICLE X  
EFFECTIVE DATE**

10.1 Effective Date: These Bylaws were duly passed by a quorum of the Board, after due and proper notice was given, on April 19, 2012 and thus became fully effective on that date. See filed and signed minutes for the date of April 19, 2012, which is attached.

Mossey Creek POA  
April 19<sup>th</sup>, 2012  
Quarterly Board Of Directors Meeting Agenda

President called the meeting to order-

Quorum was met- affirmed by CMG representative- Ashley Fitch

Secretary Report: Annual meeting minutes were approved by the board members unanimously.

Treasurers Report: explanation of accounts receivable by Ashley to the board.

-Discussed in the future transferring amount to a reserve account to keep in a separate account for savings for ex: roads, repairs etc... Amount to be determined at a later date.

-Bylaws- all board members have approved the current bylaws- lawyer, Max Mahaffee will submit them to Berkeley County and will also be placed on CMG's website by Ashley Fitch

-Rules and Regulations Resolution- explains rules of CC&R's more specifically, they also will be placed on the CMG website.

-Collection policy reviewed

-Tree removal – reviewed quotes approved A-Z quote for removal of tree in HOA "park" property


-Board unanimously added Mark Moore to the ARB


-Reviewed updated and approved ARB guidelines that were revised in March, 2012.

The board went into executive session.

Next board meeting tentatively scheduled for July 23<sup>rd</sup>.

Meeting adjourned-


  
Cheryl Gesser- President

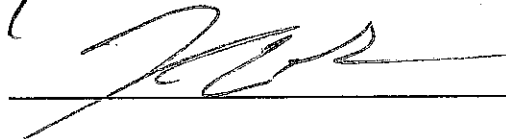
  
Tom Churchill- Vice President

  
Ryan Gesser- Secretary/Treasurer

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

We, Tom Churchill, Vice President and Ryan Gesser, Secretary/Treasurer, did witness the execution of the foregoing BYLAWS OF MOSSEY CREEK POA by Cheryl Gesser, President, and at her request and each of us did sign this in the presence of each other.


 \_\_\_\_\_ of Hanahan, SC

 \_\_\_\_\_ of Hanahan, SC

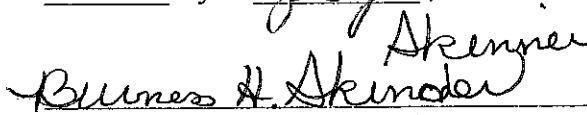
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named officer(s) of Mossey Creek POA, sign, seal and as their representative act and deed, deliver the within written BYLAWS OF MOSSEY CREEK POA, and that (s)he with the other subscribing witness above, witnessed the execution thereof.

 \_\_\_\_\_

SWORN to before me, this  
5<sup>th</sup> day of July, 2012.

 \_\_\_\_\_ (L.S.)  
Notary Public for South Carolina  
My Commission Expires: Sept. 28<sup>th</sup> 2021