

# Fox Hollow Bylaws

## SUMMARY

The Fox Hollow of Aiken Property Owner's Association, Inc., hereinafter referred to as the "Association", Protective Covenants include the things that affect the title to the land. For example, what is the minimum square footage of heated space main buildings can be? Who takes care of the common areas? They are recorded with Aiken County.

Association Bylaws are governing guides. Bylaws are supposed to be about the government of the Association. They should cover things like how often you have meetings, how many people are on the board, etc. They are also recorded with Aiken County.

An Architectural Control Committee's (ACC) responsibility comes from the Bylaws and Protective Covenants. Members of the ACC are responsible for maintaining the aesthetic and structural integrity of Fox Hollow and enforcing the Protective Covenants and Bylaws. They should be reviewing any applications for modifications, additions, or architectural changes in the community.

## DEFINITIONS

The Articles of Incorporation filed with the Secretary of State provide the legal basis of the association in the form of an Incorporated Non-Profit Corporation.

The recorded map or 'plat' defines each owner's title to property including the association's title to common areas.


The CCR's (Covenants, Conditions, and Restrictions) are publicly recorded deed restrictions.

The Bylaws are the rules for management and administration.

Resolutions are additional rules and regulations that the association may adopt.

Federal Laws also apply. Some but not all include The Fair Housing Act, Internal Revenue Codes, the American Disabilities Act, and the Fair Debt Collection Practices Act.

State Laws affecting homeowner or property owner associations are primarily contained in the South Carolina Code of Laws.



**2011027407**  
BY LAWS  
RECORDING FEES \$23.00  
PRESENTED & RECORDED:  
**12-16-2011 12:42 PM**  
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**PG: 2276 - 2292**

# Fox Hollow Bylaws

## **FOX HOLLOW BYLAWS**

Whereas, at a meeting of the Association held on June 11, 2011, it was resolved that one set of Bylaws, amended as follows, be adopted for all three phases of Fox Hollow, originally known as the Fox Hollow Sub Division (Section 1), the Fox Hollow Sub Division Section 2 and the Fox Hollow on the Lake Sub Division (Section 3).

### **BYLAW ONE**

#### Purposes and Objectives.

In amplification of the purpose for which the Association has been formed, the purposes and objectives are as follows:

1. To develop and maintain an Equine community designed for safe, healthful living and to more fully enhance the natural harmony and esthetic appeal of Fox Hollow and continue to fulfill its roll as an Equine Community.
2. To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in Fox Hollow.
3. To ensure that owners maintain in good condition and order all lots and their associated Equestrian trails. This is required regardless if the property is occupied full time, part time or lots are vacant and unimproved lots or tracts of land now existing or later added to Fox Hollow. The Association's intent is to further assist the owners of all Fox Hollow property in preventing their property from becoming a nuisance and detriment to the beauty of the property and all of Fox Hollow, and to take any action with reference to such property as may be necessary or desirable to keep it from becoming a nuisance or detriment.
4. In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Fox Hollow and their property and interests in Fox Hollow.
5. To aid and cooperate with all members of the Association in the enforcement of such conditions, Covenants, restrictions and Bylaws on and appurtenant to their property as are now in existence, as well as any other conditions, Covenants, restrictions and Bylaws shall hereafter be approved by 51% of combined votes cast by Association members in attendance and by proxy of non-attending members at the Annual Members meeting. To exercise any and all powers to it from time to time by the owners of real property in the tract.
6. This Association shall not engage in political activity or pursue political purposes of any kind or character.

### **BYLAW TWO**

#### Annual Association Meeting.

1. Beginning January 2011, an annual meeting of the Association, open to all members, shall be held each year in January.
2. Notice of Association meeting(s) shall be announced at least three weeks prior to the date.

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3. The presence in person, or via conference call, of 20% of the members of the organization (including at least a majority of the Board) shall constitute a quorum for the annual meeting or any other meeting of the members.
4. The annual meeting shall normally be held at a resident's home. The one joint annual meeting applies to all 3 Fox Hollow Subdivisions as one Association.
5. At all meetings of the general membership each member is entitled to one vote per lot, in person, by voice vote via conference call or by a written paper or electronic proxy, i.e. one vote for an individual home site or lot, even if multiple individuals own or a corporation owns a lot in question, there is still only one vote per lot.
6. If lots have been combined, the owners must still pay separate dues and assessments for each of the original lots. Those member(s) shall be entitled to votes equal to the amount of original lots combined, e.g. 1.5 votes for 2 owners of one lot, each splitting ownership of an additional lot, 2 votes for 2 combined lots, etc. This policy of multiple votes does not apply to two (2) exceptions granted by the original Developer as noted in the Association records. Under these exceptions, the members only pay one (1) set of dues and assessments for two (2) combined lots and are only entitled to one vote for their combined lots. These exceptions would revert to the standard payment and voting procedure if they are subdivided at any point in time with the County of Aiken.
7. The Developer shall be entitled to only one vote for all Developer lots on Association matters without regard to the number of lots owned by such Developer's corporation.
8. The vote of the majority of a combination of members present and by proxy of non-attending members shall control. A majority vote is required for passage of a motion.
9. If a quorum shall not be present at any meeting of the Association members, members of the Board of Directors, hereinafter referred to as the Board, present may adjourn the meeting from time to time until a quorum shall be present.
10. Additional Association Meetings may be held if 20% of the members, i.e. 20% of the lots with associated votes, feel it is necessary for additional Association business involving all members.
11. The Board will announce such meetings within 10 days of receipt of a duly signed member request for a meeting.
12. The Board may call an additional association meeting to address important association business that in their opinion should not wait until the annual meeting.
13. The meeting will be held no less than 3 weeks nor more than 5 weeks from the date the notice is sent.

### **BYLAW THREE**

#### **Membership in The Property Owner's Association Board of Directors.**

1. Prior to January 1, 2011, membership in the Board, was made by appointment of the Developer, and consisted of owner's with a current residence at Fox Hollow. Members included a President, Secretary, Treasurer and Developer.
2. All officers did and will serve without compensation by the Association.

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3. After January 1, 2011, membership was by appointment of the current Board and consisted of owners with a current residence building at Fox Hollow. Prior to appointment, nominations for membership on the Board were accepted from any Fox Hollow property owner.
4. Starting with the January 2012 Annual Association Meeting, membership on the Board will be by election of a majority (51%) of total Association members. Candidates will consist of owners at Fox Hollow, preferably one from each phase or section of Fox Hollow, who are members in good standing with all dues and assessments paid in full at the time of the vote.
5. Nominations for membership on the Board will be accepted from any Association member.
6. Each member of the Board shall serve for a term of 2 years unless removed by Association majority vote of a combination of members present and by proxy of non-attending members at a member meeting, or by voluntary resignation.
7. To provide continuity of Association management, the term of two (2) Directors, Secretary and Treasurer, shall expire in January 2012. The term of the remaining Director, the President, who was appointed by the Developer will expire in January 2013.
8. A maximum of two (2) new Board Members-At-Large positions will be added in January 2012. One initial new Member-At-Large will serve a one (1) year term, with their term expiring in January 2013. Any future elected Member-At-Large positions shall serve for a term of 2 years, unless removed by Association majority vote by a combination of members present and by proxy of non-attending members at a member meeting or by voluntary resignation.
9. When these Member-At-Large positions are created, one shall be held by the current Developer of RFM, LLC, Mike Rubin, until such time as there is no longer a Developer at Fox Hollow, per the Covenants i.e. the Developer will remain on the Board until he resigns or has all but two (2) Developer lots sold.
10. At each annual meeting of the membership thereafter, Director and Member-At-Large positions shall be elected by a majority vote of the Association by a combination of members present and by proxy of non-attending members at a member meeting to succeed those Directors whose terms are expiring. The priority positions to fill are President, Treasurer and Secretary. If and when sufficient nominees are recruited to fill these positions, then the Member-At-Large positions will be filled. The minimum number of officers to run the Board will be three (3) with a maximum of five (5) preferred. There shall always be a President, Treasurer and Secretary position filled with a maximum of two (2) Member-At-Large positions on the Board.
11. Any Director or Member-At-Large who is delinquent in the payment of an assessment for more than thirty (30) days, without good cause, may be removed by a majority vote of the Directors at a meeting, a quorum being present. Any Board Member may be removed from the Board by a majority vote of the Association by a combination of members present and by proxy of non-attending members at the Annual Association Meeting in January.

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12. If an opening on the Board occurs for any reason, prior to the expiration of a term, the Board will appoint an interim member who will perform the duties of that office until a new Election occurs the following January. Suggestions for membership on the Board for an interim position will be accepted from any Association member.

### **BYLAW FOUR**

#### Board of Directors Officer Duties.

1. The President shall be spokesperson for the organization and preside at all meetings of the members and of the Board, and shall perform such duties as are customarily incident to the office of the President or Chairperson, and such other duties as shall be directed by the Board.
2. The Secretary shall keep records for all meetings of the organization and make them easily available to all Association members electronically. He or she shall make such reports and perform such other duties as are incidental to the office or are properly required by the Board. The Secretary shall also maintain a record of the members, mailing and email address, committee membership and emergency contact information. The Secretary will also keep on file either paper copies or electronically of all Association documents not related to the Treasurer's records.
3. The Treasurer shall have charge of monies and financial documents of the organization and shall keep regular books of account and make them easily available to all Association members. He or she shall open an account or accounts in banking institutions designated by the Board. The Treasurer will also keep a record of Association membership status in connection with payment of fees and assessments. The Treasurer will produce reports of income, expenditures and bank balances for each quarter and when requested by other members of the Board or committee chairpersons and make them easily available to all Association members. The quarterly financial reports shall be posted electronically for access by all Association members. The annual proposed budget shall also be posted at least 3 weeks prior to the annual January Association meeting. The Treasurer shall perform all duties incident to the office.
4. There will be two (2) Members-At-Large. The Developer shall preside at all meetings at which the President is unable to do so and advise and assist the President in his/her work, while he still holds the Member-At-Large position. While Member-At-large, the Developer shall assume the duties of the President if the President is unable to carry them out and shall perform such other duties as are incident to the office, until such time as a new President is elected. If the Developer is no longer on the Board, then the Board shall agree internally who shall assume the function of the President until a new President is elected.
5. Members-At-Large represent the general membership on issues of interest or concern, particularly those that arise outside of the standing committee structure. They have equal voting rights at Board meetings with the Officers.
6. The Board presides over all 3 Fox Hollow Subdivisions as one Board.

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## **BYLAW FIVE**

### Expenditures.

1. No member shall make any expenditure on behalf of the Association, or incur debt for which the Association will be responsible, without the permission of the President or the Board. The President may approve expenditures up to \$500. Expenditures of \$500 or more will require approval by the majority of the Board.
2. The Officers will not need approval for expenditures that are less than \$100. Expenditures that are greater than \$100 and less than \$500 will require approval of the President. Expenditures of \$500 or more will require approval by the majority of the Board.
3. Approval of expenditures need not take place at a meeting. Approval can be granted by telephone, email or in person. The Treasurer should file a confirming note or email, signed by the President or member of the Board, with the bill being paid. Recurring expenditures are exempt from this process once they have been initially approved.
4. During the course of a year, non-routine expenditures over \$5000, not included in the annual budget, will be posted for comments on the Fox Hollow BLOG or any electronic communication in effect for Association Communications, for a ten (10) day review for comments by Association members prior to expenditure.
5. The Board will review any submitted comments. If no or minimal comments are received by the end of the ten day period, the Board will proceed with the expenditure. If there is an overwhelming concern about the specific expenditure or recommended alternatives, the Board will seek additional input from all members and decide if the expenditure should be modified. The change in the expenditure or final action will be posted as stated previously. However, in the end, it is up to the Board to make the final decision on how best to make what they feel are necessary expenditures Fox Hollow.

## **BYLAW SIX**

### Board of Directors Meetings.

1. The Board shall meet at least once a year or as needed by determination of the Board to conduct business.
2. Meetings to conduct the business of the Board shall normally be held at a resident's home.
3. The presence in person or via conference call of a majority of existing Board members shall constitute a quorum for a Board meeting. A special meeting of the Board may be called at any time by the President or by request of two Board members.
4. At all meetings of the Board, each board member is entitled to one vote in person, via conference call or by a written proxy. The vote of the majority of members present and by proxy of non-attending members shall control. A majority vote is required for passage of a motion.
5. If a quorum shall not be present at a Board meeting, members of the Board present may adjourn the meeting from time to time until a quorum shall be present.

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6. Due to logistics and the fact that many meetings are called at the last minute or it may be quicker to conduct some simple matter via emails, not all Board meetings will be published in advance or open to all members. At any time, a member of the Association may request to attend a meeting if they have a special need or interest that they wish to present to the Board. Due to the privacy issues surrounding some of the Board discussions, as well as limited room in a Board member's house, the Association member may be asked to attend only for a specified timeframe during a meeting.

### **BYLAW SEVEN**

#### Membership in the Architectural Control Committee (ACC).

1. The goal of the ACC is to facilitate and encourage the efforts of Fox Hollow homeowners to improve their homes and the entire neighborhood in a manner faithful to the Covenants, so that Fox Hollow's distinctive character may be preserved. It is the Association's goal to more fully enhance the natural harmony and esthetic appeal of Fox Hollow and promote its roll as an Equine Community. The ACC is charged with ensuring that all properties are maintained in good order and in a manner consistent with the character, traditions, and good reputation of the neighborhood. By way of example, this includes responsibility for addressing paint deterioration, poorly maintained lawns, shrubbery, trees, failing sheds, fences, trash, unsightly yard clutter, abandoned or unmaintained pools, maintenance of unoccupied lots, or any other condition that, in the judgment of the ACC, adversely impacts the aesthetic values of Fox Hollow or otherwise runs counter to the Covenants. The ACC also reviews all plans for modifications, additions, or architectural changes in the community.
2. Effective January 1, 2010, on an ongoing basis, right of membership appointment in the ACC will be by appointment of the current Board and will consist of owner's with a current residence at Fox Hollow. Any Association member who feels that they have qualifications for a position on the ACC may volunteer to the Board to fill any open position. The appointment of any member of the ACC may be revoked by a majority vote of the Board at any time with or without cause. All members of the ACC will serve without compensation by the Association.
3. The ACC will consist of three (3) members with one member designated by the Association Board as the Chairperson. The ACC shall be free from liability for actions within the scope of the ACC's function.

### **BYLAW EIGHT**

#### Requirements For Approval Process From The ACC.

1. Association members must seek approval from the ACC for any construction project, modifications, additions, improvements to the outside of structures, locations of pools or fencing plans **before** performing any work.

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2. Plans and specifications for all proposed building and fencing upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper.
3. No construction, or major structure improvements, or fencing may be undertaken without its prior written approval.

### **Documentation:**

The following must be submitted to the ACC for their review and approval process prior to the start of construction on any residence, barn, outbuilding, structures or fencing:

Three (3) sets of paper plans or an electronic copy of all documents provided to the Chairperson of the ACC, shall consist of not less than the following:

1. Floor plans of all levels of the new house, barn, outbuilding, etc, including square footage of all buildings, foundation plans and roof plans.
2. Elevations of all sides for each structure of all exterior walls.
3. At least one cross section drawing showing types of external material used for each structure.
4. Site plan including location and orientation of all structures on the lot, including setbacks and all driveways, service courts or areas, parking areas, fencing and any other buildings, improvements, or facilities to be constructed.
5. Perimeter fencing plan, including requirement to bring fencing in 10 feet from the property line boundary or 20 feet from the roadway. Reminder, it is required that the buffer area between your perimeter fence and your property lot line be cleared for equestrian use. If your property abuts a non-Fox Hollow property, the fence must be brought in 20 feet along that line.
6. Timeline of plans to build the main house if any outbuildings/apartments/barn are to be constructed prior to the main house.
7. Name and contact information of the pertinent builder(s) including email address and telephone number.

### **Site Inspections by The ACC:**

1. A site inspection by an ACC member or members may be required for all initial construction and may be required for additional construction, as determined by the Chairperson of the ACC.
2. ACC group inspections will be coordinated with the owner. An email will be sent to the owner and any potentially impacted neighbors within Fox Hollow, indicating the date and time of any planned group site inspections, or that individual members of the ACC will be making an inspection on or after a specified date.
3. Staking of each corner of all buildings, to easily ascertain the planned building locations on the property, will be required prior to a site inspection.

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4. Staking of the corners of the property, the lot line nearest any structures and the setback nearest any structure will be required prior to a site inspection. The placement of colored surveyor's tape on each stake will help easy identification of stakes. If the lot line nearest the structure is on an active Equestrian trail, please use paint to mark the spot as opposed to a stake.
5. The property owner, their builder or representative and any neighbors are welcome to attend any site inspections.

Ten (10) days notice will be provided to the owner if there is a compelling reason for the ACC to contact a builder.

The ACC strives to review building plan submittals as soon as possible, with the standard review period to not last longer than within 21 days of the submittal. Should the ACC fail to approve or disapprove the member's building plans within 21 days after the written request for the review, then such approval request shall be deemed given, unless an extension is requested by the Association member and granted by the ACC.

The timeframe to begin approval will start once **all** documents and information requested is provided to the ACC. The Association member should provide the ACC as much advance notice of a proposal as possible in order to prepare the ACC for an incoming proposal for approval.

A written record of projects, approved or rejected, will be maintained by the ACC.

The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable. In so passing upon building plans, specifications, site plans, grading plans or fencing plans, the ACC shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with the surroundings and the effect of the building, as planned, on the outlook from adjacent or neighboring portions of the subject property.

Approval by the ACC does not necessarily assure approval by appropriate governmental boards or commissions. Neither the ACC nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications. All fences, walls, barbecue pits, detached garages and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building.

The ACC must provide a written justification, either via mail or electronically, for any refusal to approve a member required submission.

### **Right to Appeal:**

Property Owner's have the right to appeal any ruling by the ACC or request an extension of covenant requirements for timelines to complete construction of a main residence building or accessory buildings. Appeals must be in writing to the Board, whose ruling will be final on the request.

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## **BYLAW NINE**

### Membership Fees, Dues, Assessments.

#### **Amount of the Annual Dues:**

1. The annual dues shall be payable annually in advance by a set due date, unless a special extension is requested for legitimate personal reasons by an Association member and granted by the Board.
2. Such annual dues shall be in an amount to be fixed from year-to-year by the Board; provided that the amount of the annual dues shall be in equal amounts with respect to each lot subject to such charge or assessments under the terms of these Covenants.
3. As of January 1, 2011, such basic annual dues are currently fixed at Five Hundred Dollars (**\$500.00**) per lot per calendar year. If the basic annual dues estimated by the Board are insufficient to cover the cost of the services to be rendered, the Board may increase the basic annual dues by an amount up to 10% at any time after January 1 of a year, only once a year, without approval of the members.
4. Any increase in the basic annual dues over 10% annually shall require the approval of at least fifty-one percent (51%) of all Association members in good standing.

#### **Annual and Special Assessments:**

1. Annual and special assessments shall be payable annually in advance by a set due date, unless a special extension is requested for legitimate personal reasons by an Association member and granted by the Board.
2. In addition to the basic annual dues, the Board shall levy an annual assessment of Two Hundred Dollars (**\$200**) per lot, to be initiated January 1, 2011, for capital improvements or repair to common property, such as rings, jumps, cross country maintenance, etc. that can be used by all Association members. This annual assessment applies to all Association properties covered in the Covenants.
3. An additional annual assessment of Two Hundred Dollars (**\$200**) per lot, to be initiated January 1, 2011, for the sole purpose of establishing a special fund for capital improvements or repair to common property inside the gates, such as gates, roads, street lights, etc. This assessment applies only to those properties accessible via the main gates and entranceways off of Boyd Pond Road at Fox Lair Drive and Forest Lane.
4. These assessments are in addition to bridge assessment for the section known as Fox Hollow on the Lake, Section 3, which is accessible via the main gate and entranceway off of Boyd Pond Road at Lake Forest Lane.
5. An additional assessment of Two Hundred and Fifty Dollars (**\$250**) per lot, for maintenance and inspections of the wooden bridge in the subdivision, constructed by the Developer to provide access to Fox Hollow On The Lake was put in place March 20, 2007. This additional annual assessment for the bridge expenses shall be set-aside in a separate account and shall be used for maintenance of the bridge and bridge inspection.
6. These additional capital improvement annual assessments will be billed in conjunction with the basic annual assessment. These annual assessments apply to all Association properties covered by these covenants. Both of these capital

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improvement assessments will be set-aside in separate accounts, for the sole purpose of establishing special funds for said capital improvements.

7. A lot owner may choose to join two adjacent lots designated as separate lots with the County of Aiken and have them considered as one lot for tax purposes. Regardless of combining the lots with the County, the owner is still required to pay separate annual assessments as if each lot were still a standalone lot. Any modification will be determined by a majority vote of the Board on a case-by-case basis.
8. In addition, if a lot is split between various existing owners, the owners must still pay separate dues and assessments for each of their original lots and the percentage of the dues and assessments based on the split of the additional lot, e.g. 50% each if splitting ownership one lot in half, 33% if splitting a lot into thirds, etc. This policy of multiple dues does not apply to two (2) exceptions granted by the original Developer as noted in the Association records. Under these exceptions, the members only pay one (1) set of dues and assessments for two (2) combined lots and are only entitled to one vote for their combined lots.
9. Any of these annual assessments may be increased, if estimated by the Board as insufficient to cover the cost of the services to be rendered. The Board may increase the additional annual assessments by an amount up to 10% at any time after January 1 of a year, only once a year, without approval of the members.
10. Any increase over 10% annually shall require the approval of at least fifty-one percent (51%) of all Association members in good standing. Additional special assessments may be charged on an emergency basis provided that such special assessments are approved by at least fifty-one percent (51%) of all Association members in good standing.
11. Any of these additional annual assessments may be suspended by the Board for a stated period of time if it is determined that sufficient funds are being held to cover near or long term expected expenses.

### **BYLAW TEN**

#### Use Of Dues, Assessments And Budget.

1. The fiscal year of the Association shall be the calendar year.
2. The amounts so paid to the Association shall be administered by the Board and may be used for the payment of expenses incurred for the following purposes:
  - a. Maintenance of entrance sites, entrance ways, medians, common areas, drainage retention basins and green spaces within Fox Hollow;
  - b. Maintenance of Association owned Equestrian/Pedestrian easements, common recreation areas and associated amenities such as jumps, Cross Country areas and rings associated with Fox Hollow;
  - c. Maintenance of the roads, front entrances, front gates and payment of associated utilities;
  - d. Any insurance, legal or accounting fees deemed necessary by the Board.
  - e. For such other purposes as may be set forth in the corporate charter, Covenants or Bylaws of the Association, as they now exist or may be hereafter amended; and

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- f. For such other lawful purposes as the Board shall determine that will be for the common benefit of the Association.
- g. The Board shall provide a copy of the proposed annual Budget to all Association members a minimum of 21 days in advance of the annual January meeting.
- h. At the annual meeting, the proposed annual budget or the budget modified by discussion at the meeting, shall be considered ratified with a 51% majority of combined votes cast by a combination of attending Association members and by proxy of non-attending members.
- i. If said proposed annual budget is not approved, the previous years budget will remain in effect with only expenditures of a routine nature to be paid until a new budget is approved.

### **BYLAW ELEVEN**

#### Fines/Assessments For Late Payments Or Non-Compliance With The Covenants, Etc.

##### **Late Payment of Dues or Assessments:**

1. A 10% late payment will be charged for any annual dues or assessments not paid within 30 days of the due date.

##### **Non-Compliance With The Covenants:**

1. First offense, notice electronically, such as by email if an email id provided by owner, or by letter reminding or notifying the owner of the offense.
2. If not corrected within 15 days a certified letter will be sent to the property owner with a warning of a fine to be levied, followed up by a lien for non-compliance.
3. If not corrected within 30 days of receipt of the fine notice by the owner or an extension granted by the Board, a basic fine of one hundred dollars (\$100) will be levied against the property owner and will continue to increase by ten dollars (\$10) per day until the correction is made.
4. If no correction is made and/or fine not received by the Treasurer within 30 days of receipt of the fine notice by the owner, per the covenants, a lien will be placed on the property in question for an amount that covers the correction of the non compliance, the fine, administrative costs and legal fees as incurred by the Association.

##### **Assessments For Failed Trail Maintenance:**

1. Per the Covenants, lot owners are required to clear vegetation and obstructions from Equestrian/Pedestrian easements. In the event that the lot owner fails to adequately clear such vegetation or obstructions from Equestrian/Pedestrian easement, then the Board shall notify the owner in writing.
2. Should the lot owner not provide an adequate answer to the Board within ten (10) days, then the Board may clear the vegetation or obstruction at Association expense.
3. Should this be necessary, the Board shall then be allowed to bill owner and in the absence of prompt payment, file a lien against the lot owner's property for the actual expenses incurred in connection with the clearing of the vegetation or obstruction.

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The Board shall then proceed on such lien in accordance with the provisions of the Code of Laws of the State of South Carolina for the enforcement of said lien.

### **BYLAW TWELVE**

#### Release Of Liability And Acknowledgement Of Risk Waiver.

1. All Association residents, owners, their guests and renters are required to sign a Release of Liability and Acknowledgement of Risk waiver (attached) before using any of the equestrian amenities located on the common areas.
2. The signed form is to be provided to the Secretary of the Board of Trustees, in paper format or electronically for file, for Association insurance purposes.

### **BYLAW THIRTEEN**

#### Gate Security.

1. All Association members are assigned a unique code or codes for their use to access the main entry gates on both sides of Boyd Pond Road. These codes are provided in writing electronically to each owner, or owner designee for a special code.
2. Do not give out your personal codes to builders, cleaning people, vendors, etc. The gates are currently open during regular business hours for their access.
3. Unique codes are assigned to the Police, Fire and Emergency crews, the Local Newspaper Delivery person, mail carrier, UPS, FedEx and the Association grounds maintenance company.
4. Extra codes are available to provide to house sitters, employees, additional family members, regular workers, regular visitors, etc.
5. Provide the name and a contact telephone number associated with that individual to the Association volunteer who maintains the gate codes.
6. Let that person know if a worker with a code is replaced in order to deactivate their code and assign a new code to their replacement if necessary.
7. During the building process, an individual code will be assigned to each builder(s) when a name, contact number and email address is provided to the ACC.
8. Notify the ACC once construction is complete, so the builder(s)' code can be deactivated.
9. Only residents inside the gates will be listed on the Gate Screen for allowing guests access from the keypads.
10. Only local telephone numbers or local cell phone numbers can be used to grant access via the gate keypad.
11. Entry codes are tracked when used. In the event of any criminal activity during the time that gates are closed, that information will be provided to the authorities.
12. When building in Section 3, also known as Fox Hollow On The Lake, located on the south side of Boyd Pond Road, use of a builder's entrance is required if construction trucks exceed the posted bridge load. They must use the Right Of Way through Boyd Pond Park when carrying heavy loads such as gravel, etc. in order to avoid heavy truck traffic over the wooden entrance bridge.
13. Contractor must obtain the key for access gate from the Park Manager of Boyd Pond Park or the Fox Hollow Developer. The contractor is responsible to lock the gate after

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- gaining entrance to maintain security.
14. Gate opening and closing times are adjusted according to season and according to the majority of owners who live full time within the secured areas.
  15. In the event that an owner is expecting a large number of guests one evening, they may request that the gates be left open for an extended period of time.
  16. It is the owner's responsibility to notify all other residents within that section protected by the gate to ensure that they are aware of the change in gate hours and security for that evening.
  17. The owner's request for extended opening will be granted if the Volunteer who manages the gates is available to accommodate the request due to their personal schedule.

### **BYLAW FOURTEEN**

#### **Riding Rules and Regulations.**

##### **Rings:**

1. Replace all rails after riding in a ring.
2. When finished, ALWAYS set up a ring the way you found it.
3. If you break a rail you buy a rail.
4. If you break a rail, clean up after yourself so it is a safe situation and report it to the President of the Board.
5. Guests of members may only use the rings when accompanied by a member.
6. Wearing of helmets when riding is strongly encouraged by the Association.
7. Follow common sense equestrian etiquette when in a ring such as communicating with other riders when passing another horse, riding in a common direction, etc.
8. Do not assume that other riders must leave the ring if you have scheduled a lesson with a trainer. The rings are for Association common use.
9. Ride at your own risk, per South Carolina State law.\*

##### **Trails/Cross Country And Gallop Courses:**

1. Motorized vehicles are only permitted on equestrian easements for trail maintenance/inspection, trail clearing, during construction of fences, in the event of an emergency for emergency vehicles and power line/utility installation, maintenance and inspection by authorized personnel.
2. Farm equipment such as tractors, ATV's, golf carts, etc. may be on the trails on a limited basis, as necessary, but should observe a speed limit of no more than 10 miles per hour.
3. Motorized vehicles or farm equipment should not be used as a routine means of transportation on the equestrian easements.
4. If any vehicle is parked on a trail and the owner hears or sees a horse approaching, they should call out to the rider in order to warn them of the presence of equipment on the trail.
5. The operators of any such vehicles, as well as equestrians, should observe proper trail etiquette, be aware of on coming horses and give horses the right of way.

## Fox Hollow Bylaws

6. Operators of any vehicles on the roadways should be aware of any possible on coming horses, slow down or stop if appropriate, when approaching horses and give horses the right of way.
7. Guests of members may only use these facilities when accompanied by a member.
8. If you break a rail or jump, clean up after yourself so it is a safe situation and report it to the President of the Board.
9. Mark dangerous holes that you encounter. Fill the hole later with stone fill provided by the Association. If you need help, ask a friend or neighbor to assist you. If it requires a major repair, report it to the President of the Board.
10. If you notice trash or an unsafe condition, pick up the trash or fix it then (such as moving a fallen branch), or come back for it later. If it is a homeowner's responsibility, report it to them directly or to the President of the Board as appropriate.
11. Wearing of helmets when riding is strongly encouraged by the Association.
12. Ride at your own risk, per South Carolina State law.\*

**\*WARNING:** Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina

### **BYLAW FIFTEEN**

#### Notices to Members.

1. All notices to members are sent electronically via email. If follow-up for fines, noncompliance, etc. is required, additional notices may be sent via first class US mail, fax, overnight delivery or hand delivery.
2. Members may change their notice address and all contact information by notifying the Fox Hollow Secretary at FoxHollowSecretary@gmail.com or via first class US mail, overnight delivery or hand delivery to the person holding the position of Board Secretary.
3. Confirmation of receipt of any notice is deemed received the first business day following transmission of the notice if sent via email, fax or overnight delivery. For first class US mail notice is deemed received 3 days after placed with the US Postal service.

### **BYLAW SIXTEEN**

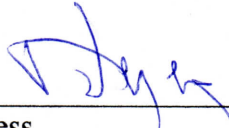
#### Conflict With Protective Covenants.


1. In the event year that any provision of the Bylaws is in conflict with the Protective Covenants of Fox Hollow Subdivision or Fox Hollow On The Lake Subdivision, then and in any event, the Protective Covenants shall take precedence and be determinative of any ambiguity.

# Fox Hollow Bylaws

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

DEVELOPER:

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
RFM, LLC, Developer *Michael Rubin, secretary*

*Carla Williams*  
\_\_\_\_\_  
Witness

ASSOCIATION:

FOX HOLLOW OF AIKEN PROPERTY  
OWNER'S ASSOCIATION, INC.

*Angela Duvall*  
\_\_\_\_\_  
Witness

*Darlene M. Sulk*  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
William Whitehead, President  
Fox Hollow Board Of Directors

Fox Hollow Bylaws

STATE OF SOUTH CAROLINA )

COUNTY OF Aiken )

ACKNOWLEDGEMENT

PERSONALLY APPEARED BEFORE ME, Michael Rubin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed this document.

SWORN TO AND SUBSCRIBED TO BEFORE ME

This 23 day of Nov, 2011.

[Signature]

Notary Public for SOUTH CAROLINA

My Commission Expires: 2/2/12

STATE OF SOUTH CAROLINA )

COUNTY OF Aiken )

ACKNOWLEDGEMENT

PERSONALLY APPEARED BEFORE ME, William James Whitehead personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed this document.

SWORN TO AND SUBSCRIBED TO BEFORE ME

This 21<sup>st</sup> day of November, 2011.

Dorlene M. Sullivan

Notary Public for SOUTH CAROLINA

My Commission Expires: 3/9/21



**Release of Liability and Acknowledgement of Risk**

1. In consideration of the use of the facilities of the Fox Hollow of Aiken Property Owner's Association, Inc., its owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Fox Hollow), I hereby agree to release and discharge Fox Hollow on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:
2. I expressly agree and promise to accept and assume all the inherent risks existing in any equine activity which includes, but is not limited to riding horses. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. I understand that equine activity, including horseback riding, involves risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties, I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the activities.
3. I understand and acknowledge that there are inherent risks with any equine activity; that inherent risks of equine activity means those dangers or conditions which are an integral part of equine activities, including but not limited to, any of the following risks:
  - a. The propensity of an equine to behave in ways that may result in injury, harm or death to a person on or around the equine;
  - b. The unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, a vehicle, or another animal;
  - c. Certain hazards including, but not limited to, surface and subsurface conditions;
  - d. Collisions with other equines, other animals, a person, vehicle or objects;
  - e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
4. I voluntarily execute this written waiver by which I expressly release, forever discharge, and waive any claim or cause of action, which I may have against Fox Hollow. I understand that by signing this waiver I do not have a claim or cause of action upon which a recovery of damages may be based and may not recover damages in a tort or other civil action against Fox Hollow from any and all claims, demands, or causes of actions which are in any way connected with my participation in this activity or my use of Fox Hollow's facilities, including any claims which allege negligent acts or omissions of Fox Hollow.

**WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina 1976.**

**This waiver shall remain in effect until revoked by me. DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_, if minor, **Date of Birth:** \_\_\_\_\_

**SIGNATURE (Parent or Guardian must sign for minor under 18 years of age):**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**EMERGENCY CONTACT Name and Number(s)** \_\_\_\_\_