

MARGARET L BAILEY  
DORCHESTER COUNTY  
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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**Instrument #:** 2020000939  
**Receipt Number:** 79078  
**Recorded As:** RESTRICTIONS  
**Recorded On:** January 14, 2020  
**Recorded At:** 11:46:29 AM  
**Recorded By:** NW  
**Book/Page:** RB 12278: 41 - 62  
**Total Pages:** 22

**Return To:** S HANSON  
**Received From:** S HANSON  
**Parties:**  
Direct- FIELDVIEW HOMEOWNERS ASSOCIATION INC  
Indirect- FIELDVIEW SUBDIVISION

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**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

**Recording Fee:** \$25.00  
**Tax Charge:** \$0.00



*Margaret Bailey*

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

FILED/RECORDED  
January 14, 2020  
DORCHESTER COUNTY  
REGISTER OF DEEDS

**THIRD AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FIELDVIEW  
and  
FIRST AMENDMENT TO BYLAWS OF  
FIELDVIEW HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, this is the Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fieldview and Second Amendment to Bylaws of Fieldview Homeowners Association, Inc. ("Amendment").

WHEREAS, the Fieldview Homeowners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Association and its property as provided for in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fieldview, as amended, ("Declaration") and the Bylaws of Fieldview Homeowners Association, Inc., as amended, ("Bylaws") recorded April 25, 2007, in Book 5984 at Page 196 with the Dorchester County Register of Deeds. The Declaration was amended by that Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fieldview Subdivision recorded January 28, 2011, in Book 7783 at Page 100 ("1<sup>st</sup> Declaration Amendment") and that Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fieldview Subdivision recorded January 8, 2019, in Book RB11700 at Page 5 ("2<sup>nd</sup> Declaration Amendment") with the Dorchester County Register of Deeds. Declaration, 1<sup>st</sup> Declaration Amendment and 2<sup>nd</sup> Declaration Amendment may be collectively referred to as "Declaration". Hereinafter, the Articles of Incorporation, Declaration, Bylaws, 1<sup>st</sup> Declaration Amendment, 2<sup>nd</sup> Declaration Amendment and any promulgated rules, regulations and guidelines, and any amendments and supplements to any of them, collectively referred to as "Governing Documents".

WHEREAS, Article 9, Section 9.1 of the Declaration provides that the Declaration may be amended by the approval of "a vote of not less than seventy-five (75%) percent of the then existing Board of Directors". Further, Article VIII, Section 8.5(b)(3) requires that the "agreement of the required percentage of the Owners . . . shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association."

WHEREAS, Article XI, Section 11.1 of the Bylaws states that the Bylaws may be amended upon the approval by "vote of two thirds of the-then existing Board of Directors." and the amendment shall be certified by the President and recorded within in ten (10) days of such approval by the directors and members.

WHEREAS, Article IV, Section 4.5 of the Bylaws provides that a "majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board."

WHEREAS, at a special meeting on \_\_\_\_\_, 20\_\_\_\_, this Amendment was put to a vote of the Directors. The required quorum was present and this Amendment was approved by the requisite number of Directors.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Declaration is hereby amended, and any prior amendments to any of them, and the same are hereby amended as follows.

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Governing Documents.

Amendments to Declaration

3. Section 1.1.4 of Article 1 of the Declaration is hereby amended by the insertion of the following new sentence at the end of Section 1.1.4, in bold:

**In the event of a single vacancy on the ARB, the Board may select a Director to temporarily serve on the ARB; provided, however, the Board shall promptly designate a member to fill any ARB vacancy. In the event sufficient members have not been appointed to the ARB or the ARB is otherwise not constituted, then the Board of Directors may act in place of the ARB. Decisions by the Board when acting as the ARB must be approved by a majority of the Board.**

4. Section 1.1 of Article 1 of the Declaration is hereby amended by the insertion of a new subsection, 1.1.24 "Governing Documents", at the end of Section 1.1 as follows, in bold:

**1.1.24 "Governing Documents" means the Articles of Incorporation, Declaration, Bylaws and any promulgated rules, regulations, policies and guidelines, and any amendments and supplements to any of them.**

4. Section 5.4 of Article 5 of the Declaration is hereby amended by the deletion of the language of Section 5.4 and its replacement in its entirety with the following new language, in bold:

**The Board of Directors shall have the authority, from time to time, to adopt, delete and/or modify rules, regulations, guidelines, policies and the like governing the use, administration and operation of the Common Areas and the Property, subject to the terms of the Declaration and Bylaws. Such rules, regulations, guidelines and the like may include, without limitation, the establishment of reasonable fees for guest or special use of Common Areas and fines, penalties and sanctions for violations of the Governing Documents. In addition, the Board, in its sole discretion, may also suspend an Owner's right to vote and the Owner's (and his/her family, guests,**

residents, licensees, invitee, etc.) right to use the Common Areas and any facilities thereon (except legal access to an Owner's Lot).

5. Section 5.5 of Article 5 of the Declaration is hereby amended by the deletion of the first paragraph of Section 5.5 and its replacement in its entirety with the following new paragraph, in bold:

**No building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereto, in whole or in part, be made, including, without limitation, the change of any exterior color, until the plans, color samples, specifications and/or other information requested by the ARB (collectively, "Plans") regarding a request and showing the nature, kind, shape, height, materials, exterior color(s) and/or location of the same shall have been submitted in full to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the ARB; provided, however, that the respective time periods referenced herein shall not begin to run until and unless full and complete Plans have been submitted. Refusal of approval of any request may be based by the ARB upon any reasonable grounds, including purely aesthetic considerations, which in the sole and exclusive discretion of the ARB shall seem sufficient. In the event the ARB fails to approve or deny such request and Plans within fifteen (15) days after the Plans have been submitted to it, the Owner-applicant shall notify the ARB in writing within five (5) days of the expiration of such foregoing fifteen (15) day period that if the request and Plans are not approved or denied within thirty (30) days of the date the Plans were submitted, then such request and Plans will be deemed to have been approved. Alternatively, in the event the ARB fails to approve or deny such request and Plans within the foregoing fifteen (15) day period and the Owner-applicant does not or fails to notify the ARB in writing within five (5) days of the expiration of such foregoing fifteen (15) day period, then such request and Plans shall be deemed to have been withdrawn by the Owner-applicant. In the event of an issue, dispute or conflict between the ARB and an Owner-applicant regarding a request and Plans that is not or cannot be resolved in good faith by and between the ARB and such Owner-applicant, then the Board shall mediate such issue, dispute or conflict and the Board's decision shall be final.**

6. Section 5.5 of Article 5 of the Declaration is hereby further amended by the insertion of the following new sentence at the end of the second paragraph of Section 5.5, in bold:

**Approval by the ARB or Board, as applicable, does not constitute or substitute for approval or permitting which may be required by applicable governing authorities, and Owners are solely responsible for obtaining all such approvals and permits from the applicable governing authorities prior to the commencement of any work.**

*Remainder of page intentionally blank.*

7. Section 5.7 of Article 5 of the Declaration is hereby amended by the insertion of the following new clause at the end of Section 5.7, in bold:

... as agent for the Association; **provided, however, that in the event of execution by the Managing Agent or the officers of the Association, the Board of Directors shall by resolution have previously granted specific authority for such execution to the Managing Agent or officers.**

8. Section 5.9 of Article 5 of the Declaration is hereby amended by the replacement of each reference to “five (5) years” with a new time period, in bold, of “two (2) years”.

9. The opening paragraph of Section 5.10.1 of Article 5 of the Declaration is hereby amended by the deletion of such opening paragraph of Section 5.10.1 and its replacement in its entirety with the following new language, in bold:

**If such insurance is available at reasonable cost (as determined by the Board of Directors in its sole discretion), the Board of Directors shall obtain insurance coverage in such amounts and for such coverage as it reasonably determines is necessary or desired for the Common Area, the Area of Common Responsibility, other property of the Association and the Association. Such insurance may include, without requirement or limitation:**

10. Section 5.10.1(A) of Article 5 of the Declaration is hereby amended by the insertion of the following language at the end of Section 5.10.1(A), in bold:

... (based upon current replacement cost) **or for the greatest amount as may be allowed by flood insurance.**

11. Section 5.10.4 of Article 5 of the Declaration is hereby amended by the replacement of the term “Board of Trustees” in the last sentence with the following term, in bold, “**Board of Directors**”.

11. Section 6.1.3 of Article 6 of the Declaration is hereby amended by the deletion of the second and third sentences only of Section 6.1.3 and their replacement in their entirety with the following new sentences, in bold:

**The Assessments, together with all applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys’ and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law, shall be a charge on the land and a continuing lien upon the property against which each such Assessment is made. The Assessments, together with all applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys’ and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law, shall also be the personal obligation of the Person who was the Owner of such property at the time when the Assessment fell due.**

12. Section 6.4 of Article 6 of the Declaration is hereby amended by the deletion of the language of Section 6.4 and its replacement in its entirety with the following new language, in bold:

**Any Assessment, or any portion thereof, that is not paid when due by an Owner will be delinquent. All delinquent Assessments shall incur a single administrative charge of twenty-five dollars (\$25.00), or such other amount as may be determined by the Board of Directors from time to time, together with interest at the rate of eighteen percent (18%) per annum or the maximum permitted by law, whichever is greater, from the due date until full payment is received by the Association, and late fees as may be determined by the Board of Directors from time to time. A continuing lien and equitable charge as herein provided for any Assessments shall attach simultaneously as the same will become due and payable, and if any Assessments have not been paid as aforesaid, the entire unpaid balance of the Assessments remaining to be paid during the fiscal year may be accelerated by the Board of the Directors in its sole discretion and be declared due and payable in full. In the event that any Assessments remain unpaid thirty (30) days following the date when so due, the Association may institute suit to collect such amounts and/or to foreclose its lien; provided, however, that any such action must be approved by the Board of Directors. The equitable charge and continuing lien provided for in this Declaration shall be in favor of the Association, and each Owner, by his/her acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him/her personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in like manner as a mortgage of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including, by way of illustration but not limitation, for non-use of the Common Area or abandonment of his/her Lot. An Owner shall be and will remain personally liable for Assessments, including all applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys' and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law, which accrue prior to a sale, transfer, or other conveyance of his Lot. The Owner shall be responsible for all applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys' and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law, whether before or after a suit for collection or foreclosure is filed, and whether or not a suit for collection or foreclosure is filed. The continuing lien and equitable charge as herein provided for each Assessment shall include all applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys' and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law. Such applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys' and paralegal fees, court costs, expenses and/or and any**

**other amounts provided or permitted hereunder or by law may be added to the amount of any Assessment and shall be collectible as an Assessment.**

**In addition to the foregoing, the Board, in its sole discretion, may also suspend the Owner's right to vote and the right to use the Common Areas and any facilities thereon (except legal access to an Owner's Lot).**

13. Section 6.5 of Article 6 of the Declaration (and 1<sup>st</sup> Declaration Amendment) is hereby amended by the deletion of the language of Section 6.5 and its replacement in its entirety with the following new language, in bold:

**Assessments, including, applicable charges, administrative charges, late fees, interest, expenses, collection and enforcement costs, reasonable attorneys' and paralegal fees, court costs, expenses and/or and any other amounts provided or permitted hereunder or by law, whether before or after a suit for collection or foreclosure is filed, and whether or not a suit for collection or foreclosure is filed, shall be (i) the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due or when the fine was imposed and, unless expressly agreed by the Board of Directors of the Association, also of any subsequent Owner, (ii) a charge on the Lot to which such Assessments or fines are applicable and (iii) a continuing lien upon each Lot in favor of the Association. To evidence a lien for sums assessed under the Governing Documents, the Association may prepare a written notice of lien which may be signed and acknowledged by a duly authorized officer of the Association, any Managing Agent of the Association or such other agent as may be authorized by the Board from time to time, and may be recorded in the Dorchester County Register of Deeds Office. No notice of lien shall be recorded until there is a delinquency in the payment of Assessments or fines.**

15. Section 6.7 of Article 6 of the Declaration is hereby amended by the deletion of the language of Section 6.7 and its replacement in its entirety with the following new language, in bold:

**In any efforts undertaken (whether or not any suit or action is filed) or any suit or action brought by the Association (including any appeals thereof) to enforce any of the provisions of the Governing Documents, the Association shall be entitled to recover from the party against whom enforcement is sought its costs, expenses, disbursements and reasonable attorneys' and paralegal fees.**

16. Section 6.10 of Article 6 of the Declaration is hereby amended by the deletion of Section 6.10 in its entirety.

*Remainder of page intentionally blank.*

17. Section 8.13 of Article 8 of the Declaration is hereby amended by the deletion of the language of Section 8.13 and its replacement in its entirety with the following new language, in bold:

**Applicable satellite dishes (“Dish(es)”) and antennas (“Antenna(s)”) which are subject to the Federal Communication Commission’s (“FCC”) Over-the-Air Reception Devices Rule (“OTARD”) and/or other local, state and/or federal laws (collectively hereinafter, “Communication Laws”) may only be installed in accordance with such Communication Laws and the Governing Documents, all as may be amended from time to time. As used herein, the terms “Dish(es)” and “Antenna(s)” shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.**

**Prior to the installation of a Dish or Antenna, an Owner shall notify the Association and shall specify the location and manner of installation with sufficient detail to allow the Association to confirm in writing that the installation shall not place the Dish or Antenna, in whole or in part, in, on or over a Common Area or outside of the Owner’s Lot in any manner, and that it is or will be screened from view of any street.**

**Unless the Dish or Antenna installer determines that the following preferred place imposes an unreasonable delay or expense, or precludes reception of an acceptable quality signal, the Dish or Antenna should be placed in the following preferred location: screened from view of any street. Dishes and Antennas must be installed wholly within the Lot, and shall not extend beyond such area. Except as may be otherwise specifically permitted by OTARD, each Lot shall be limited to one (1) Dish or Antenna. Dishes and Antennas shall be less than one meter in diameter.**

**Upon a written request by the Association, an Owner shall paint his/her (or his/her resident or tenant’s) Dish or Antenna to blend into the surrounding area; provided, however, such painting shall not delay installation, impair maintenance or use, or cause unreasonable expense or hamper signal reception. The installation of a Dish or Antenna must conform to the all applicable safety, electrical and construction codes of applicable governing authorities. For safety considerations of the installer, other Owners, residents, tenants and other persons at, around or upon the neighborhood, the installation of a Dish or Antenna within that such distance of a power line as may be proscribed by the power company and/or like provider shall be prohibited.**

**An inoperable, disabled or damaged Dish or Antenna shall be promptly repaired or replaced, or alternatively, shall be promptly removed by the user/owner of the Dish or Antenna. A Dish or Antenna not in use with a provider shall be promptly placed in use, or alternatively, shall be promptly removed. Any such inoperable, disabled, damaged, or unused Dish or Antenna that is not removed within thirty (30) days after the Association has notified the Owner or tenant may be removed by the Association at the Owner’s expense.**



**To the extent that any of the foregoing or any Governing Documents conflict with any applicable Communication Laws, the provisions of said Communication Laws shall control.**

18. Section 8.14 of Article 8 of the Declaration is hereby amended by the deletion of “motorcycles” as follows, in bold:

... of any kind, ~~motorcycles~~, school buses, trucks (other than non-commercial use pickup trucks) ...

19. Section 8.15 of Article 8 of the Declaration is hereby amended by the deletion of the last sentence of Section 8.15 and its replacement in its entirety with the following new sentence, in bold:

... request of the ARB. **Garbage cans, trash containers, recycling containers, boxes, bags, and other trash and debris shall not be placed on the street until the night before pick-up and must be removed by midnight on the day of pick-up.**

20. Section 8.22 of Article 8 of the Declaration is hereby amended by the deletion of the language of Section 8.22 and its replacement in its entirety with the following new language, in bold:

**All driveways, parking areas and entrances to garages shall be of a substance approved in writing by the ARB and of a uniform quality. Parking on or in any Common Area is prohibited at all times, except for any area and/or for such times specifically designated therefor as may be determined by the Board from time to time in its sole discretion. There shall be no overnight parking on any street, yard or lawn. No unlicensed or inoperable (except as may be temporary) vehicle shall be parked, stored or maintained upon any driveway, street, lawn, yard or parking area. No unlicensed vehicle may be operated at any time in the neighborhood.**

21. Section 8.23 of Article 8 of the Declaration is hereby amended by the deletion of the heading and language of Section 8.23 and their replacement in their entirety with the following new heading and language, in bold:

**8.23 BUFFER AREA, LAKE, LAGOON, CANAL, DRAINAGE EASEMENT OR WATERWAY**

**(a) The Owner shall maintain the buffer area bordering his/her Lot and mow the area between the edge of any lake and all areas not covered by water, even though the same may be reserved as a part of the lake, lagoon, canal, drainage easement or waterway; provided, however, the Association shall have the right, but not the obligation, to maintain such the buffer areas and mow such areas between the edge of any lake and all areas not covered by water. The Association**

may undertake such right from time to time or not at all in the Board's sole discretion.

**(b) No boats of any kind, kayaks, canoes, stand-up paddle boards and the like shall be permitted on any lake, lagoon, canal, drainage easement or waterway.**

**(c) No draining, removal of water or filling of any lake, lagoon, canal, drainage easement or waterway shall be permitted by any person or entity except as may be authorized by the Board of Directors. No waste, garbage or wastewater is to be discharged, dumped or otherwise placed in any the lake, lagoon, canal, drainage easement or waterway.**

**(d) No swimming shall be permitted in lake, lagoon, canal, drainage easement or waterway.**

22. Section 9.1 of Article 9 of the Declaration (and 1<sup>st</sup> Declaration Amendment) is hereby amended by the deletion of the first two sentences only and their replacement in their entirety with the following new sentences, in bold:

**Notice of any proposed amendment, other than one authorized by Section 9.2, shall be delivered in writing to the membership and the Board at least thirty (30) days prior to any scheduled vote thereon by the Board. Such notice shall include the date, time and place of the meeting at which the Board shall vote on any such amendment. The notice shall also contain a sufficient description of the proposed amendment and the purpose of such amendment. The location of the meeting shall be public and able to accommodate the membership, and members shall have the right to comment at such meeting. For any vote by the Board on any proposed amendment, the presence of four out of the five directors shall constitute quorum, and any such amendment shall be approved and adopted upon the affirmative vote of four out of the five directors.**

23. Section 9.3 of Article 9 of the Declaration is hereby amended by the deletion of the second and third sentences only and their replacement in their entirety with the following new sentences, in bold:

**The Association and each Owner shall have the right to enforce by proceeding in law or in equity the Governing Documents. In addition to the foregoing, the Association shall further have the right to enforce the Governing Documents with fines, suspension of rights, self-help and/or any combination thereof. Except as may be otherwise provided for in this Declaration or the Bylaws, in the event the Association employs legal counsel to enforce the Governing Documents, the Association's costs in such enforcement or attempts to enforce, including without limitation, costs, interest, reasonable attorneys' and paralegal fees and expenses, shall be paid by the violating party, whether or not suit or any action is filed. In addition to the foregoing, the Association may exercise self-help to enforce the Governing Documents. In any such self-help exercise by the Association, the Owner**

shall be responsible for the violation for which abatement is sought, for the abatement and for all costs and expenses thereof, including without limitation, applicable charges, administrative charges, late fees, interest, reasonable attorneys' and paralegal fees and expenses, court costs, all collection and enforcement costs, and/or any other amounts provided or permitted hereunder or by law, whether or not any suit or action is filed. Such abatement and all costs and expenses thereof shall be an assessment and collectible as such.

24. Section 9.4 of Article 9 of the Declaration is hereby amended by the insertion of a new paragraph at the end of the section as follows, in bold:

**After the expiration of the Declarant's Controlling Interest, this Declaration may be terminated by an instrument signed by the Owners entitled to cast hundred percent (100%) of the vote; provided, however, that during the Declarant's Controlling Interest period, no termination adopted by the Owners shall be effective unless and until such instrument is approved and signed by Declarant. Such termination shall be binding on all Lots and the Owners thereof. The termination of this Declaration as provided herein shall not, by itself, terminate the Association. The members and their successors and assigns shall continue to be members, and the directors and the officers shall continue to have the powers granted in the Governing Documents and under the South Carolina Nonprofit Corporations Act, Section 33-31-101, et seq., South Carolina Code of Laws, as amended, to the extent necessary for winding up the affairs of the Association.**

25. Section 9.6 of Article 9 of the Declaration is hereby amended by the revision of the heading and the insertion of a new paragraph at the end of the section as follows, in bold:

#### **9.6 INTERPRETATION and CONFLICT**

**In the case of any conflict between the Articles of Incorporation and this Declaration or the Bylaws, the Declaration and the Bylaws shall control. In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.**

26. Section 9.10 of Article 9 of the Declaration is hereby amended by the deletion of the following words from that section, in bold: "~~mortgages,~~" and "~~mortgagee,~~".

*Remainder of page intentionally blank.*

27. Section 9.11, Article 9 of the Declaration is hereby amended by the deletion of Section 9.11 and its replacement in its entirety with the following new language, in bold:

#### **9.11. NOTICES**

##### **9.11.1**

All notices required hereunder shall be in writing and addressed to the Owner or member at his or her address as it appears on the records of the Association, or if no address has been provided, then at the address of any Lot upon which there is a completed dwelling owned by such Owner, or at the address then shown as that of the Owner on the property tax records of Dorchester County. Owners and the Association may from time to time notify each other in writing of a new address for notice. Notwithstanding anything to the contrary in this Declaration and the Bylaws, henceforth all notices shall be deemed to have been properly delivered (i) three business (3) days after being deposited in the United States mail, First Class postage prepaid; (ii) upon delivery when delivered by personal delivery; (iii) one (1) business day after being deposited with Federal Express, UPS, DHL Worldwide Express or other nationally-recognized overnight courier service prior to the specified delivery deadline for next-day service, specifying an address to which such courier makes next-day deliveries; and/or (iv) unless prohibited by law, one business (1) day after being sent by Acceptable Technological Means (as defined in this Section 9.11 and Article X, Section 10.1 of the Bylaws)(provided, however, that notice under this foregoing subsection (iv) requires the prior written consent of the Owner as set forth in this Section 9.11 and Article X, Section 10.1 of the Bylaws), and addressed to the Owner or member at his or her address as it appears on the records of the Association. Notice may be waived by written waiver of notice signed by the person waiving such notice and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting or other applicable event, shall be deemed equivalent to the giving of notice to such person.

#### **9.11.2**

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (i) any notice or communications required to be sent or received; (ii) any signature, vote, consent or approval required to be obtained; or (iii) any payment required to be made under the Governing Documents may be delivered and/or made by the use of “acceptable technological means” (as defined below). This section shall govern the use of such “acceptable technological means” in implementing the provisions of the Governing Documents dealing with notices, payments, signatures, votes, consents or approvals.

A. **Acceptable Technological Means.** To the extent permitted by law, the Association and its Owners, members and Occupants (Owners, members and Occupants collectively for the purposes of this Section 9.11 may from time to time be referred to as “Owners”) may send and receive notices, consent, approve, vote, sign, transfer funds or make/receive payments, communicate, conduct business, and perform any obligation or exercise any right (collectively hereinafter, “Conduct Business”) by the use of “acceptable technological means”. “Acceptable Technological Means” includes without limitation, electronic or digital delivery, communications, transmissions, means or the like over the internet or other network, whether by direct connection, intranet, telecopier, email, text or instant messaging, or other generally available technology, platform or means which exist,

or may develop, that, by rule of the Board in its sole discretion, is deemed to provide reasonable security, reliability, identification and verifiability.

**B. Owner Consent.**

1. Owners who consent to Conduct Business by use of Acceptable Technological Means shall submit a consent to the Association which shall include the following:

a. the Acceptable Technological Means address at which the Owner desires to Conduct Business;

b. the Lot address of the Owner; and

c. a statement that the Owner agrees to Conduct Business by use of Acceptable Technological Means, and that use of Acceptable Technological Means shall substitute fully for the same by mail, courier, hand-delivery or the like.

2. An Owner may revoke consent to Conduct Business by use of Acceptable Technological Means upon written notice to the Association of such revocation.

3. An Owner's written consent shall be kept with the books and records of the Association.

**C. Signature Requirements.** A signature by or through Acceptable Technological Means meeting the requirements of applicable law shall satisfy any requirement for a signature under the Governing Documents or applicable law provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

**D. Electronic Funds Transfer.** Owners may transfer funds or make/receive payment of sums to and from the Association by Acceptable Technological Means provided a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

**E. Voting Rights.** Voting, consent to and approval of any matter under the Governing Documents or applicable law may be accomplished by Acceptable Technological Means provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form.

**F. Non-Technology Alternatives.** If the Association, as determined from time to time by the Board in its sole discretion, or any Owner or third party does not have the capability or desire to Conduct Business using Acceptable Technological Means, the Association shall make reasonable accommodation, at its expense, for such person or entity to Conduct Business without use of such Acceptable Technological Means until such Acceptable Technological Means have become generally (if not universally) accepted in similar communities in the area.

**G.** This section shall not apply to any notice related to any lien or any enforcement, collection or foreclosure action or proceedings by the Association.

#### Amendments to Bylaws

28. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.5 Annual Meetings, as follows, in bold:

**3.5 Annual Meetings.** The annual members meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, in January of each year, or at such other time as shall be designated by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members.

29. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.6 Special Meetings, as follows, in bold:

**3.6 Special Meetings.** Special meetings shall be held whenever called by any two Board members, or upon a request signed by the number of persons who are eligible to vote equal to at least fifteen percent (15%) of the votes in the Association. Any such request shall state the purpose or purposes of the special meeting requested. Business transacted at all special meetings shall be confined to the purposes as stated in the notice.

30. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.7 Notice of Meetings, as follows, in bold:

**3.7 Notice of Meetings.** Written notice stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member not fewer than ten (10) nor more than twenty (20) days before the date of the meeting in the case of the annual meeting and not fewer than five (5) nor more than twenty (20) days before the date of the meeting in the case of a special meeting.

31. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.8 Quorum, as follows, in bold:

**3.8 Quorum.** Except as may be expressly otherwise provided for herein or in the Declaration, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these Bylaws or South Carolina law. The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. Any absent Member who does not execute and return the proxy form sent to him or her with the notice of meeting shall be deemed present for the purpose of determining the presence of a quorum. Except as otherwise expressly required in the Articles of Incorporation, these By-laws, the Declaration or by law, the affirmative vote of Members holding at least a majority of the total votes cast at a meeting at which a quorum is present shall be the act of the Association and be binding upon the Members/Owners.

32. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.9 Proxies, as follows, in bold:

**3.9 Proxies.** Except as may be expressly otherwise provided for herein or in the Declaration, at any meeting of the members, a Member may vote by proxy, executed in writing and subscribed by the Member, filed with the Secretary of the Association before the appointed time of the meeting and bearing a date within six (6) months prior to said meeting. A Member may revoke a proxy prior to the time a vote is cast by appearing and voting in person at that meeting, or by filing or having filed a substitute valid proxy or cancellation of proxy with the Secretary prior to the call to order of such meeting. The failure of an absent Member to execute and return the proxy form sent to him shall constitute a proxy to and for the majority present and voting.

33. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.10 Action Without a Meeting, as follows, in bold:

**3.10 Action Without a Meeting.** Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting by the members if the Association delivers a written or electronic ballot to every member entitled to vote on the matter. The written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals

or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Except as otherwise expressly provided in the Articles of Incorporation, the Declaration or these By-Laws, a written or electronic ballot may not be revoked. To the extent there is any conflict between this Section (f) and the South Carolina Nonprofit Corporations Act, Section 33-31-101, et seq., South Carolina Code of Laws, as amended, ("Act"), the Act controls.

34. Article III of the Bylaws is hereby amended by the insertion of a new section, 3.11 Waiver of Notice, as follows, in bold:

**3.11 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, place and subject matter of the meeting, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.**

35. Section 4.2.2.A of Article IV of the Bylaws is hereby amended by the deletion of the first and second sentences only of Section 4.2.2.A and their replacement with the following new sentences as follows, in bold:

**The successor Board shall consist of five individuals. A Director must be a Member.**

36. Section 4.2.2.A of Article IV of the Bylaws is hereby further amended by the deletion of the last two sentences only of Section 4.2.2.A and their replacement in its entirety with the following new sentences as follows, in bold:

**Each Director shall be elected for a two (2) year term. Two directors shall be elected in even calendar years and three elected in odd calendar years. Any director term in excess of two (2) years which may be in effect upon the recording of this Amendment shall automatically be reduced to a two (2) year term.**

37. Section 4.4 of Article IV of the Bylaws is hereby amended by the deletion of the ending clause of the fourth sentence only of Section 4.4 as follows, in bold:

~~... in Section 10.1, 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 receives electronic or other written confirmation of receipt.~~ Any Director ...



38. Section 4.5 of Article IV of the Bylaws is hereby amended by the deletion of the phrase “electronic means” in the second sentence and its replacement with the following language, in bold, “**electronic, digital or like means**”.

39. Section 4.5 of Article IV of the Bylaws is hereby further amended by the deletion of the last two (duplicative sentences) only of Section 4.5 as follows, in bold:

**~~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.~~**

40. Section 4.8 of Article IV of the Bylaws is hereby amended by the deletion of the language of Section 4.8 and its replacement in its entirety with the following new language, in bold:

**If a vacancy shall occur in the Board by reason of the death, incapacity, resignation, removal or other vacancy of a Director, then such vacancy shall be filled by an Officer(s) Emeritus. An Officer Emeritus shall mean an officer who served on the immediately preceding Board and whose term has expired. The President Emeritus, Vice-President Emeritus, Secretary Emeritus (except if the Secretary is the property manager) or Treasurer Emeritus, in that order, shall fill such vacancy. Such Officer(s) Emeritus shall serve for the unexpired term of his/her predecessor. In the event no Officer Emeritus can or will serve, the Board shall fill such vacancy with a Member approved by a majority of the Board.**

41. Section 5.2 of Article V of the Bylaws is hereby amended by the deletion of the last sentence only of Section 5.2 and its replacement in its entirety with the following new sentence, in bold:

**An officer must be a Director.**

42. Section 5.3 of Article V of the Bylaws is hereby amended by the deletion of the last sentence only of Section 5.3 and its replacement in its entirety with the following new sentence, in bold:

**A subordinate officer or agent must be a Director or Member.**

43. Section 5.8 of Article V of the Bylaws is hereby amended by the insertion of the following new sentence at the end of Section 5.8, in bold:

**The Board may, from time to time, elect to delegate some or all of the duties of the Secretary to the Association’s property manager.**

44. Section 6.1 of Article VI of the Bylaws is hereby amended by the deletion of the last sentence only of Section 6.1 and its replacement in its entirety with the following new sentence, in bold:

**A committee member must be a Director or Member.**

45. Section 9.1 of Article IX of the Bylaws is hereby amended by the deletion of all references to the phrase “rules and regulations” and their replacement with the new language, in bold, “**rules, regulations, guidelines and the like**”.

46. Section 9.1 of Article IX of the Bylaws is hereby further amended by the insertion of a new sentence at the end of Section 9.1 as follows, in bold:

**In addition to the foregoing charges and fines for violations of the Governing Documents, for failure to abate a violation or failure to pay fines when due, the Board, in its sole discretion, may also suspend an Owner’s right to vote and the right to use the Common Areas and any facilities thereon (except legal access to an Owner’s Lot).**

47. Section 10.1 of Article X of the Bylaws is hereby amended by the deletion of the language of Article Section 10.1 and its replacement in its entirety with the following new language, in bold:

**All notices required hereunder shall be in writing and addressed to the Owner or member at his or her address as it appears on the records of the Association. Notwithstanding anything to the contrary in these Bylaws and the Declaration, henceforth notices shall be deemed to have been properly delivered (i) three business (3) days after being deposited in the United States mail, First Class postage prepaid; (ii) upon delivery when delivered by personal delivery; (iii) one (1) business day after being deposited with Federal Express, UPS, DHL Worldwide Express or other nationally-recognized overnight courier service prior to the specified delivery deadline for next-day service, specifying an address to which such courier makes next-day deliveries; and/or (iv) unless prohibited by law, one business (1) day after being sent by Acceptable Technological Means (as defined in this Article and in Section 9.11 of the Declaration)(provided, however, that notice under this foregoing subsection (iv) requires the prior written consent of the Owner-Member as set forth in this Article and in Section 9.11 of the Declaration), and addressed to the member at his or her address as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.**

**Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice or communications required to be sent or received; (2)**

any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made under the Governing Documents may be delivered and/or made by the use of “acceptable technological means” (as defined below). This section shall govern the use of such “acceptable technological means” in implementing the provisions of the Governing Documents dealing with notices, payments, signatures, votes, consents or approvals.

a. **Acceptable Technological Means.** To the extent permitted by law, the Association and its Owners, Members and Occupants (Owners, members and Occupants collectively for the purposes of this Article 16 may from time to time be referred to as “Owners”) may send and receive notices, consent, approve, vote, sign, transfer funds or make/receive payments, communicate, conduct business, and perform any obligation or exercise any right (collectively hereinafter, “Conduct Business”) by the use of “acceptable technological means”. “Acceptable Technological Means” includes without limitation, electronic or digital delivery, communications, transmissions, means or the like over the internet or other network, whether by direct connection, intranet, telecopier, email, text or instant messaging, or other generally available technology, platform or means which exist, or may develop, that, by rule of the Board in its sole discretion, is deemed to provide reasonable security, reliability, identification and verifiability.

b. **Consent.**

i. **Owners who consent to Conduct Business by use of Acceptable Technological Means shall submit a consent to the Association which shall include the following:**

A. **the Acceptable Technological Means address at which the Owner desires to Conduct Business;**

B. **the Lot address of the Owner; and**

C. **a statement that the Owner agrees to Conduct Business by use of Acceptable Technological Means, and that use of Acceptable Technological Means shall substitute fully for the same by mail, courier, hand-delivery or the like.**

ii. **An Owner may revoke consent to Conduct Business by use of Acceptable Technological Means upon written notice to the Association of such revocation.**

iii. **An Owner’s written consent shall be kept with the books and records of the Association.**

c. **Signature Requirements.** A signature by or through Acceptable Technological Means meeting the requirements of applicable law shall satisfy any

requirement for a signature under the Governing Documents or applicable law provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

d. **Electronic Funds Transfer.** Owners may transfer funds or make/receive payment of sums to and from the Association by Acceptable Technological Means provided a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be available in non-electronic, non-digital or other non-technological form.

e. **Voting Rights.** Voting, consent to and approval of any matter under the Governing Documents or applicable law may be accomplished by Acceptable Technological Means provided that a record is created, or can be created, as evidence thereof, and which can be maintained as long as such record would be required to be maintained in non-electronic, non-digital or other non-technological form.

f. **Non-Technology Alternatives.** If the Association, as determined from time to time by the Board in its sole discretion, or any Owner or third party does not have the capability or desire to Conduct Business using Acceptable Technological Means, the Association shall make reasonable accommodation, at its expense, for such person or entity to Conduct Business without use of such Acceptable Technological Means until such Acceptable Technological Means have become generally (if not universally) accepted in similar communities in the area.

g. **This section shall not apply to any notice related to any lien or any enforcement, collection or foreclosure action or proceedings by the Association.**

48. Section 11.1 of Article XI of the Declaration is hereby amended by the deletion of the first two sentences only and their replacement in their entirety with the following new sentences, in bold:

**Notice of any proposed amendment, other than one authorized by Section 11.2, shall be delivered in writing to the membership and the Board at least thirty (30) days prior to any scheduled vote thereon by the Board. Such notice shall include the date, time and place of the meeting at which the Board shall vote on any such amendment. The notice shall also contain a sufficient description of the proposed amendment and the purpose of such amendment. The location of such meeting shall be public and able to accommodate the membership, and members shall have the right to comment at such meeting. For any vote by the Board on any proposed amendment, the presence of four out of the five directors shall constitute quorum, and any such amendment shall be approved and adopted upon the affirmative vote of four out of the five directors.**

49. The Bylaws are hereby amended by the insertion of a new article, Article XII, with the following new numbering, heading and language, in bold:

**ARTICLE XII**  
**FINES**

**12.1 Fines. The amount of any fine shall be reasonably determined by the Board, in its sole discretion, and shall not exceed any amount mandated by applicable law, if any. The Board shall have the right to charge an Owner a fine for each violation of the Governing Documents, with repeat and continuing violations subject to additional fines and penalties as determined within the sole discretion of the Board. In the event of a continuing violation (a single violation that persists), the Board may impose a daily fine against the Owner until such time as the violation is cured or removed. Fines shall be issued to an Owner by written notice informing such Owner of the date and nature of the violation and the amount of the fine and/or penalty. Fines shall be due and payable upon receipt or as may be otherwise determined by the Board from time to time. Unpaid fines shall bear interest at the rate of eighteen percent (18%) per annum or such or the maximum permitted by law, whichever is greater, from the date when due until paid in full. Any fine levied against an Owner shall be deemed an individual Assessment against the applicable Owner, and if not paid when due, all the provisions of the Governing Documents relating to the late payment of assessments shall be applicable. An Owner shall have the right to appeal any fine issued pursuant to this Article. Any such appeal must be in writing and must be submitted to the Board within fourteen (14) days of the date of the issuance of the subject fine or penalty. The Board will consider all timely appeals at its next regularly scheduled meeting and issue a decision thereon in writing to the appealing Owner thereafter. The Board's decision on such appeal shall be final.**

50. Except as expressly modified by this Amendment, the Declaration and Bylaws shall remain in full force and effect.

51. This Amendment shall be effective upon recording.

*Signatures on next page.*

WITNESS my hand and seal this 29 day of DECEMBER, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

FIELDVIEW HOMEOWNERS  
ASSOCIATION, INC.

Paul D. Arnell  
Witness #1  
Dan R/K  
Witness #2

Fieldview by CARSON BURGESS  
By: Carson Burgess  
Its: President

FILED/RECORDED  
January 14, 2020  
DORCHESTER COUNTY  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named, Carson Burgess, President of Fieldview Homeowners Association, Inc., sign, seal, and as his/her act and deed, deliver the within Tenth Amendment ("Amendment") to the By-Laws of Fieldview Homeowners Association, Inc. for the uses and purpose therein mentioned, that s/he is not a party to or beneficiary of the transaction, and that s/he with the other witness witnessed the execution thereof

Witness #1 Paul D. Arnell

SWORN and subscribed to before  
me this 29th day of December, 2019.

Sarah Hanson  
Notary Public for South Carolina  
Printed Name of Notary: Sarah Hanson  
My commission expires:

**SARAH E. HANSON**  
Notary Public, State of South Carolina  
My Commission Expires 8/4/2025