

COPY

STATE OF SOUTH CAROLINA) ATTESTATION FOR RECORDING OF
) HORLBECK CREEK SUBDIVISION
COUNTY OF CHARLESTON) GOVERNING DOCUMENTS

RECEIVED 1/6/2020
DEPUTY CLERK JBA 0850-801
REC. OFFICE
CHARLESTON COUNTY, SC

A. The By-Laws for Horlbeck Creek Subdivision, Charleston County, South Carolina, dated September 16, 1994, were formally adopted by the Horlbeck Creek Property Owner's Association, Inc. on September 16, 1994, hereinafter "By-Laws";

B. Article XIII, Section 1 of the By-Laws expressly provides that the By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy;

C. The By-Laws were amended by Amendment dated December 30, 2002 and recorded in the R.M.C. Office for Charleston County in Book P434 at Page 007 (First Amendment);

D. Due to inadvertence and oversight, the By-Laws were not recorded prior to the First Amendment;

E. At a regular meeting of the members, by vote of the majority of a quorum of members present in person or by proxy, it was resolved that the By-Laws be further amended (Second Amendment);

F. At a regular meeting of the members, by vote of the majority of a quorum of members present in person or by proxy, it was resolved that the By-Laws shall be and are ratified *nunc pro tunc*; and

G. Pursuant to the By-Laws and Covenants, Conditions and Restrictions of Horlbeck Creek, certain Rules and Regulations were adopted by Horlbeck Creek Property Owner's Association, Inc. on May 1, 2014.

H. WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 through -170) requires Homeowners Associations to record Governing Documents, Rules Regulations and amendments thereto; and

I. WHEREAS, Horlbeck Creek Subdivision is a deed restricted community; and

J. WHEREAS, pursuant to the Articles of Incorporation, Horlbeck Creek Property Owner's Association, Inc. is the Homeowners Association for Horlbeck Creek Subdivision; and

K. WHEREAS, Horlbeck Creek Property Owner's Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by

recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

L. NOW THEREFORE, in accordance with the foregoing, Horlbeck Creek Property Owner's Association, Inc. does hereby record the following so as to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. By-Laws of Horlbeck Creek Subdivision
2. Second Amendment to By-Laws of Horlbeck Creek Subdivision
3. Horlbeck Creek Property Owner's Association, Inc. Rules and Regulations

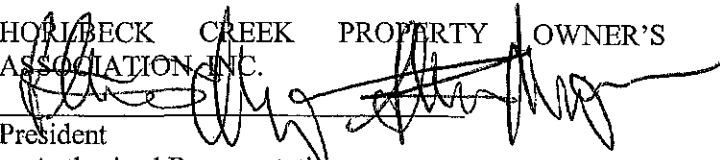
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

WHEREAS, the Members of Horlbeck Creek Property Owner's Association, Inc. have determined that the recording of the herein By-Laws, Rules and Regulations, and Second Amendment to By-Laws are necessary for the preservation and well-being of the subdivision known as Horlbeck Creek Subdivision pursuant to South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 through -170).

IN WITNESS WHEREOF, the duly authorized officer of Horlbeck Creek Property Owner's Association, Inc. has set his/her hand and seal this 5th day of January, 2020.

HORLBECK CREEK PROPERTY OWNER'S
ASSOCIATION, INC.



President
or Authorized Representative

Stephen Masook

Print Name

Cathy Ann Masook

Witness # 1 signature (not notary)

CATHY ANN MASOOK

Witness # 1 Printed Name

Magalie Creech

Witness # 2 signature

Magalie Creech

Witness # 2 Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

PERSONALLY appeared before me, the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named officer or authorized representative or agent of Horlbeck Creek Property Owner's Association, Inc. sign, seal and as its act and deed, deliver the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Acknowledged, subscribed to
and sworn before me

Magalie Creech

Notary Public for South Carolina
My Commission Expires: 12/10/2020

BY-LAWS

OF

HORLBECK CREEK PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Horlbeck Creek Property Owners Association, Inc. hereinafter referred to as the "Association." The principal office of the corporation shall be located at 712 Harborview Court, Chapin, South Carolina 29036, but meetings of members and directors may be held at such places within the State of South Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Horlbeck Creek Property Owners Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land ~~shown upon any recorded subdiv~~ of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Don Galloway Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the RMC for Charleston County.

Section 8. "Member" shall mean and refer to those persons

entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the

Association. The initial Board of Directors shall consist of three (3) directors. Thereafter, the number of directors on the board shall increase by two (2) each year until there is a Board of nine Directors. The Board of Directors shall remain at nine, unless changed by amendment of the By-Laws of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year. At the second annual meeting the members shall elect five (5) directors for a term of one year. At the third annual meeting the members shall elect seven (7) directors for a term of one year. At the fourth annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years, and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No directors shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days from infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent

from three (3) consecutive regular meeting of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

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

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one

(1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation takes effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(c) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the

completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Horlbeck Creek Property Owners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declarations shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Horlbeck Creek Property Owners Association, Inc., have hereunto set our hands and seals this 16th day of September, 1994.



Brad S. Samuel



Don A. Galloway



Lisa A. Guerriero

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Horlbeck Creek Property Owners Association, Inc., a South Carolina, eleemosynary corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of September, 1994.

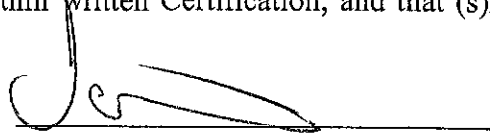
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 16th day of September, 1994.



Brad S. Samuel, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) PROBATE

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named Horlbeck Creek Property Owners Association, Inc., by and through Steve Magoon, its President, Stuart Hunt, its Vice President, and Magalie Creech, its Secretary, sign, seal and as his/her act and deed, sign the within written Certification; and that (s)he with the other witness witnessed the execution thereof.

A handwritten signature in black ink, appearing to be 'J. ...', written over a horizontal line.

SWORN TO AND SUBSCRIBED before me on
This 12th day of February, 2019

Colleen M. Lowmell
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/25/2021

elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years.

At each annual meeting thereafter, the election shall proceed so that the members elect a Board of Directors comprised of at least one of director serving for a term length of one (1) year, one (1) director serving for a term length of two (2) years, and one director serving for a term length of three (3) years.

EXCEPT AS AMENDED HEREIN, all terms and conditions of the By-Laws shall remain in full force and effect.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned, as President, Vice President, and Secretary of Horlbeck Creek Property Owner's Association, Inc., respectively, do hereby certify that, at a regular meeting of the members, by vote of a majority of a quorum of members present in person or by proxy, the Owners in Horlbeck Creek Subdivision, Charleston County, South Carolina, have approved the within Amendment to By-Laws by signing an agreement approving such Amendment, the original of which is available for inspection at the office of the Association at 501 Folly Rd, SC 29412, South Carolina, during normal business hours.

IN THE PRESENCE OF:

HORLBECK CREEK PROPERTY OWNERS
ASSOCIATION, INC.

By: _____

President

By: _____

Vice President

By: _____

Secretary

Horlbeck Creek POA, Inc. Rules and Regulations

Pursuant to the Covenants, Conditions and Restrictions and the Bylaws of Horlbeck Creek POA, Inc. (the "Association Documents"), these rules and regulations apply to all Owners (including renters) and guests of Horlbeck Creek POA, Inc., as well as, all Properties within the jurisdiction of the Association. These rules and regulations, passed unanimously by the board on March 11, 2014, are designed to maintain a safe and harmonious residential neighborhood, and are effective as of May 1, 2014.

1. PARKING/TRAFFIC

- a. All Properties shall remain clear of inoperable vehicles.
- b. **Without prior Board approval, all Properties shall remain clear of overnight storage of trailers, dumpsters, or commercial equipment and vehicles.** To obtain board approval, please email your written request to: horlbeckcreekpoa@gmail.com.
- c. **No Owner or guest vehicle/trailer may be parked on the road. The road must remain free and clear of parked vehicles/trailers for the safety of all residents. Guest parking is restricted to designated/marked areas and is reserved for guests only. Guest parking is not to be used by Owners under ANY circumstances as "overflow" parking. No vehicle or trailer shall remain in guest areas longer than 48 hours.**
- d. Designated Guest Parking areas are clearly defined and marked as such with signage.
- e. **In accordance with The Town of Mount Pleasant Zoning Rules, no traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard. (See attached Home Occupation Guidelines).**

2. WATERCRAFT, RECREATIONAL VEHICLES AND ASSOCIATED TRAILERS

- a. Unless adequately screened from view, parking or storage of watercraft, recreational vehicles and associated trailers is prohibited except during the following periods of time:
 - i. Weekends: Friday 12:00 PM to Monday 12:00 PM.
 - ii. All federal and South Carolina recognized holidays, plus any holidays listed on our website: www.horlbeckcreek.com: 12:00 PM the day before such holiday to 12:00PM the day after such holiday. (See attached lists).
 - iii. For Maintenance: No more than 24 hours on any such day without Board approval.

3. TRASH AND DEBRIS DISPOSAL

- a. All Properties shall remain clean at all times. No littering (including cigar and cigarette butts) of any kind will be tolerated.
- b. No Properties shall contain trash or debris transported to Horlbeck Creek for disposal.
- c. Large items (household and yard) should be hauled away by contractors or taken to a local landfill (such as the Georgetown County Landfill in Awendaw, etc.). Large household items should be removed by calling the Salvation Army, Habitat for Humanity, Good Will or other charitable organization. (See attached list).
- d. Recycling and household trash shall be placed inside its appropriate container whenever possible and at no time shall block the road from travel. Recycling, household trash and bagged yard debris, may only be placed curbside of the Owner's Lot after 7:00pm the day prior to removal by the County. Recycling and household trash containers and bagged yard debris shall not be visible from the street or by a neighbor at any other time.
- e. Yard debris that is not bagged should be hauled away by contractors when possible. Yard debris shall be placed curbside of the owner's lot after 7:00pm the day prior to removal by the County. Yard debris shall not block the curb or roadway, or be placed at the community dock parking area. The roadways must remain free and clear of yard debris for the safety of all residents.
- f. All debris and containers must be removed 12 hours after collection and all remnants cleaned up.

4. BUILDING AND YARD MAINTENANCE

- a. All Properties must be maintained (including no missing or broken doors, windows, screens, fencing, siding and trim) and no Properties shall contain mold or mildew visible from the street or by a neighbor.
- b. No dilapidated items (including athletic equipment) or laundry (including beach towels and sheets) shall be visible from the street or by a neighbor.
- c. Except for trampolines and basket ball goals, athletic equipment (including bicycles and goals) shall not remain visible overnight from the street or by a neighbor.
- d. All holiday decor visible from the street or by a neighbor shall be removed within 30 days of holiday.

5. DISTURBANCES, NOISE, ETC

- a. No resident may permit or cause any disturbing noise or boisterous conduct at any time that upsets peace and quiet.

- b. Quiet shall be observed between 11:00 p.m. and 8:00 a.m. Loud remodeling, repairs and renovations (including hammering and use of power tools) shall not occur during these hours. Moving in and out shall not occur during these hours.
- c. Television, stereos or other musical instruments must be played at reasonable levels at all times, particularly between the hours of 11:00 p.m. and 8:00 a.m.
- d. No one shall cause embarrassment, harassment, annoyance or nuisance to the neighborhood to diminish, destroy, or interfere with the peaceful enjoyment by Owners.
- e. There is no soliciting on the property for any reason at any time. The website www.horlbeckcreek.com may be used for this purpose. Posting requests should be emailed to horlbeckcreek@gmail.com and postings may be removed at any time by the Board.

6. COMMUNITY TOWER AND DOCK

- a. For safety and insurance purposes, any gate shall be closed and not be propped or otherwise left open.

7. PETS

- a. Owners must immediately pick up after their pets defecate.
- b. Quiet shall be observed between 11:00 p.m. and 8:00 a.m.
- c. Owners should seek assistance from animal control for any other animal related issues.

Violations of these rules and regulations are violations of the Association Documents and will result in a \$75.00 a day fine to the Owner, and/or any additional actions deemed appropriate by the Board. It is each Owner's responsibility to report violations to the property management company or local authorities as that will ensure that Horlbeck Creek remains a desirable place to live. When possible, a time-stamped photo is preferred.

Rent Charleston, Inc.
Emerson@rentcharleston.com
Telephone: 843-723-1988
Mobile: 843-469-1248
Facsimile: 843-469-1248

For a copy of the Association Documents, please see our website, www.horlbeckcreek.com.



Mount Pleasant

Department of Planning and Development
100 Ann Edwards Ln.
Mount Pleasant, SC 29465
Tel: (843) 884-1229 Fax: (843) 856-2195

CUSTOMARY HOME OCCUPATION GUIDELINES

Assuming all conditions listed below are met, a customary home occupation is a permitted use in the following zoning districts: RR (Rural Residential), ARC (Agricultural Residential Community), R-1 (Low Density Residential), R-2 (Low Density Residential), and R-3 (Medium Density Residential).

Section §156.007 DEFINITIONS.

CUSTOMARY HOME OCCUPATION. An occupation, profession, or trade customarily carried on by an occupant in a dwelling unit as a secondary use, which is clearly incidental to the dwelling unit for residential purposes, and which meets with the following conditions:

- * (1) The occupation, profession or trade is carried on wholly within the principal building;
- (2) Not more than 25% of the floor area of the principal building is used for the conduct of the home occupations;
- (3) No merchandise or articles are displayed for advertising purposes, nor are displayed in such a way as to be visible from outside the dwelling;
- (4) No merchandise or articles are stored other than inside the principal building;
- (5) There is no alteration of the residential character of the building or premises;
- (6) No person, not resident of the premises, is employed;
- * (7) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard;
- (8) The occupation, profession, or trade is licensed by the town, and generates no noise, vibration, heat, glare, smoke, odor, or dust perceptible to adjacent uses.

To report a violation, please contact the
Code Enforcement Officer, Chris Hoover
at 843.884.1229
* \$480 fine *

State Holidays

State and Federal Holidays:

New Years Day
Birthday of Martin Luther King Jr
Washington's Birthday
Presidents Day
Memorial Day
Confederate Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
Day after Christmas

Charitable organizations

Untitled

Habitat for Humanity: (843) 849-8002

Salvation Army: (843) 747-5271

Goodwill: (843) 375-0195 or (843) 216-8088

Charleston County ROD

101 Meeting Street, Suite 200 <> Charleston, SC 29401
 PO Box 726 <> Charleston, SC 29402
 V: 843.958.4800 <> F: 843.958.4803
 www.charlestoncounty.org

Michael Miller
 Register of Deeds



RECORDER'S RECEIPT

Received From:

FINKEL LAW FIRM

 POST OFFICE BOX 71727
 NORTH CHARLESTON, SC 29415

DATE:	06-Jan-20
INVOICE #:	X000445726
DRAWER:	Drawer 2
CLERK:	JBA
TIME:	02:41:09 PM

Description	#	#	Ex / Tr			Value in OOO	Unit Price	Extra Ref Cost	County Fee	State Fee	Item Total
	Total Pgs	Bill'd Pgs	Page Cost	# Refs	Chat						
Misc	24						\$25.00		\$ -	\$ -	\$ 25.00
									\$ -	\$ -	\$ -
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									\$ -	\$ -	\$ -
TOTAL											\$ 25.00

Paid:

Check #	Amount	
5942	\$ 25.00	Total Paid: \$ 25.00
		Balance: \$ -
Check Total	\$ 25.00	
Cash Total		

***Please note:**
 The ROD Office retains any recording fee overages of \$5 or less. Due to Charleston County Auditing Procedures for the ROD Overage Account, your request for refund must be made in writing on Company letterhead and signed by the requesting party. Please send a self-addressed stamped envelope with your request. Thank you.

It is our pleasure to serve you!