

The background of the entire page is a repeating pattern of stylized oak leaves in a light sage green color. The leaves are scattered across the page, some pointing upwards, some downwards, and some horizontally, creating a textured, naturalistic backdrop.

# **Information Guide**

**Deed Restrictions  
& Covenants**

**Spring Valley  
Homeowners Association  
January 2021**

We are delighted to have you as part of our community. As a property owner you are automatically a member of the Spring Valley Homeowner’s Association. The Association is managed by an all volunteer Board and is ready to assist you within reasonable limits.

The strength of our community is a common desire to keep a pleasant and safe neighborhood, neat landscapes, clean streets and stable property values. We need your help to accomplish these objectives. This informational guide will give you answers to many of the questions you may have regarding your rights and responsibilities as a Spring Valley Homeowner. If you have further questions or require clarification, please contact the Association Manager or a member of our volunteer Board of Directors.

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## History

Spring Valley Subdivision and Spring Valley Country Club were developed by Mr. Edwin Cooper through Pine Springs Inc. in the early 1960's. Mr. Michael J. Mungo, through Spring Valley Associates, developed tracks known as Flora Tract I & II beginning in 1976. Later, Spring Valley was expanded by extending East Springs Road (Section 12) and West Springs Road (Section 16). Old Spring Valley expanded with the addition of patio homes (Section 14); Sweet Gum (Section 15); Camberely Court, Enlow Court, Briarberry Road, and Wild Cherry Road (Section 10). In 1976 the Spring Valley Homeowners Association was established by the residents. The residents accepted title to the roads, lakes, dams, spillways, parks, and common areas. This transfer gave the Spring Valley Homeowners Association the exclusive right to assess property owners in Spring Valley for the cost maintenance and security.

Four of the early residents who provided leadership and long-term support to the Spring Valley Homeowners Association are recognized by bronze plaques in the Honor Garden near the main entrance. They are **Major General Roger K. Rhodarmer** who was the founding President and advisor to the Board of Directors until his death in 2001, **Mrs. Roberta Dunn** who was a founding director and the Administrative Manager until her death in 1999, and **Colonel John O. Scullion**, who was a founding director and later maintained the common areas until shortly before his death in 1998, and **Mr. Edward C. Moon** who joined the board in 1979 and later served as President, the General Manager then Advisor to the Board until 2009.

## Assessments

The indenture entered into between Pine Springs, Inc. and the Spring Valley Homeowners Association and between the Spring Valley Associates and the Spring Valley Homeowners Association assigns to the Spring Valley Homeowners Association the exclusive right to assess and collect from the property owners in Spring Valley charges for maintenance, repairs and security. These charges cover road and common area maintenance, security services and administrative costs. Bills are sent quarterly and are due no later than the last day of the first month of each quarter. Additional charges on past due accounts will be added as indicated on statement.

## Deed Restrictions

You should have received the Indenture when you received the deed to your property. The Indenture imposes certain restrictions on the use of your property. You should read these deed restrictions carefully. They have a solid legal foundation in South Carolina. On August 17, 1977 the South Carolina Supreme Court ruled that deed restrictions are property and their violation is damage to property, thus making the violator subject to payment for damages incurred. Avoid this by adhering closely to your deed restrictions, thereby avoiding damage to your neighbors' properties and helping to maintain property values.

The following paragraphs are quotes of restrictions in Spring Valley from various deeds:

- (a) By acceptance of this deed, the GRANTEE covenants and agrees that GRANTEE will become a member of the Spring Valley Homeowners Association, hereinafter referred to as SVHA, and will abide by its duly enacted rules, regulations and by-laws, and the GRANTEE will pay to SVHA the periodic assessment due SVHA for the purpose of maintenance of the streets, roads, storm drains, common properties of SVHA, security services and other items determined by the by-laws of SVHA as duly adopted from time to time, a current copy of which shall be furnished upon request. GRANTEE agrees that such periodic assessments shall constitute a lien upon the property, subject and junior to the rights of all first mortgages, to the rights of the holder of any mortgage securing a purchase money obligation for the purchase of or an interest in any improved or unimproved lot to which such assessment related, and to the rights of the holder of any mortgage securing an obligation incurred in connection with the installation or construction of permanent improvements upon the lot to which such assessment relates, as well as personal obligation of GRANTEE and every succeeding owner.
- (b) No structure shall be erected on this lot other than one single family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

## Deed Restrictions (continued)

- (c) No lot referred to herein shall be subdivided or reduced in size without the written consent of the GRANTOR.
- (d) No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hogs, goats, poultry, cows, or horses which shall constitute a nuisance or cause unsanitary conditions, or any undesirable situation to any neighboring property, shall be maintained on this lot; and nothing shall be done, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond in or near Spring Valley Estates.
- (e) No temporary structure or garage apartment shall be erected upon the lot.
- (f) An easement is reserved unto the GRANTOR herein over five feet along each side line of each lot and over the front five feet and rear ten feet of each lot for the utility installations, utility rights-of-way and maintenance thereof, as well as drainage installations, drainage rights-of-way and maintenance thereof.
- (g) All sewage disposal shall be through the sewer lines and plant to be provided by the developers or the East Richland County Public Service District, and no septic tanks shall be permitted except by separate agreement of the seller and approval of the Department of Health and Environmental Control.
- (h) No building, fence, or other structure of any kind shall be erected, placed or altered on the lot hereby conveyed until the building plans, specifications, design and plot plan showing the location of the building, fence, or structure on this lot have been approved by the GRANTOR herein, in writing, as to conformity in size, type and quality, and as to harmony of design with existing structure, with respect to topography and finished ground elevation.
- (i) If the lot hereinabove described borders a pond or lake, then the GRANTEES use of the pond or lake shall be limited strictly to such purposes as may be authorized in writing by the grantor, and in the event of any damage to the dams after the year, 1965, the cost of repairs shall be borne by the bordering property owners on a pro-rate front foot basis. The use of motor boats on any of the lakes or ponds is to be prohibited unless authorized by the GRANTOR, the Spring Valley Country Club and a majority of the property owners owning property on the lake or pond.
- (j) It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and GRANTOR shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the county.

## Deed Restrictions (continued)

- (k) Except as specifically provided for in this paragraph no "Sale" or "Rent" signs or other types of advertising or billboards shall be permitted on the property hereby conveyed:
1. Where there is a newly constructed dwelling upon a lot and there has been no previous sale of the lot with a dwelling thereon, not more than one (1) "For Sale" sign (the size and contents of which must be submitted in advance to GRANTOR, its successors or assigns for approval) may be placed upon the lot.
  2. After the first sale of a lot with a dwelling thereon, no further signs of any type shall be permitted except that in cases of hardship, subject to prior approval by SVHA, one "For Sale" sign, not larger than 2 feet by 3 feet may be installed where there is a dwelling house for sale.
  3. No sign shall ever be nailed or fastened to any tree at any time.
- (l) No clothes lines, exposed garbage containers or other unsightly objects are to be erected or used on the property except where they are screened from the streets, lakes, adjoining properties or general view.
- (m) No camper trailers, travel trailers, trucks, motor homes, mobile homes, boats, trailers, school buses, commercial vehicles or commercial equipment of any kind are to be garaged or stored on the lots.
- (n) The lot herein described adjoins a proposed golf fairway including tee and green designated as fairway number \_\_\_\_\_. It is agreed that such fairway may become a part of the Spring Valley Country Club's golfing facility under an agreement between Pine Springs, Inc. and Spring Valley Country Club, and in such event, the property so designed will be conveyed to Spring Valley Country Club for exclusive use of its members and guests as a part of the club's golfing facilities. Until such property is conveyed to the Club, it will be held by the GRANTOR as open space for the exclusive use of GRANTOR and the owners of adjoining lots, subject to such restrictions as grantor may impose to prevent littering, abuse, trespassing, unleashed animals, or motor vehicles of any kind, or other activities which may be an annoyance or nuisance to any of the adjoining property owners. No building, playgrounds or picnic facilities or other structures shall be constructed on the property and no other use shall be made thereof unless agreed, in writing, by GRANTOR herein and the owners of a majority of the lots adjoining such property. In any event, GRANTOR agrees to maintain the property as open space for a period of fifteen (15) years from December 1, 1969, or until Spring Valley Club elects to construct the golf course, whichever occurs first.

## Deed Restrictions (continued)

The following paragraph relating to Block Park was not numbered in the deed. The lake referred to is park Shore Lake.

- (o) The lake front property owners, together with their immediate families and house guests, are to have the privilege of using the entire lake for swimming, boating and fishing, subject to rules, regulations and prohibitions approved by a majority of the owners of the property bordering on the lake, including the medians and walkways leading to the park.

If your property lies in Block Park or Block I, your attention is called to Paragraph (o) which grants special privileges to these lot owners. There are 101 lots in Block Park and the nine (9) lots in Block I which makes a total of 110 lots, the owners of which have the special privileges regarding the use of Park Shore Lake, the recreation park and the walkway between Park Shore Drive West and Park Shore Drive East.

Paragraph (i) states that lake front property owners have responsibility for their dam. Six of the dams (Entrance Lake, Clark Lake, Lower Spring Valley Lake, Park Shore Lake and the two dams at North Lake Road) are Class A according to the Army Corp of Engineers. If a Class A dam suffered a cataclysmic failure there probably would be loss of life as well as property damage.

The other dams are Class B, i.e., there would be only extensive property damage in the event of a cataclysmic dam failure. Therefore, all owners of property bordering any lake should be aware of Paragraph (i) under the Deed Restrictions, and their potential responsibilities in the unlikely event of a cataclysmic dam failure. Likewise, for similar reasons, the owners of the 110 lots in Block Park and Block I, not bordering on Park Shore Lake should be aware of the stipulations in Paragraphs (i) and (o).

There are 100 lots that border on the proposed golf course. If your property borders on one of the two (2) areas held as a proposed nine hole golf course, your attention is called to Paragraph (n).

**Note:** As stated, one of these areas comprising 27.5 acres lying west of Block Park was developed because the option to construct 3 holes of golf on it has expired. The area which would accommodate the other 6 holes surrounds Blocks V and W in Old Spring Valley. It has been determined that the property which would have accommodated the 6 additional golf holes will not be developed as a golf course. Ownership of this property has reverted to Pine Springs, Inc. who has proposed a plan to utilize this property by subdividing part of it to be sold as 6 new building lots plus 9.34 acres on Brickyard Road to be developed outside of Spring Valley at a later date. The remainder to be divided into approximately 73 parcels and sold to present property owners whose property is contiguous to it. This plan has been approved and implemented.

The proposed golf course lots referred to in paragraph (n) above no longer exist. The acreage west of Block Park was developed by Pine Springs as Sweetgum Road. The acreage surrounding the proposed golf course in Blocks V and W was developed by

## **Deed Restrictions (continued)**

Pine Springs into residential lots and individual parcels that were offered for sale to the adjoining property owners. Those adjoining parcels that have not been sold within ten (10) years (from 1993) will be conveyed by Pines Springs, Inc. to the Spring Valley Homeowners Association as common grounds.

## Security and Safety

In order to maintain the residential quality and tranquility of the Spring Valley community, appropriate rules and regulations are needed to promote security and safety. Such provisions, as herein enumerated, are applicable to all residents, their guests where appropriate, visitors, and other such persons to include contractors, builders, and subcontractors. Our road system is private, and therefore access can be restricted to promote security and tranquility. At the same time, the state traffic control laws apply and can be enforced by any law officer as well as by our private security service.

1. The speed limit for our urban area, and as set forth by South Carolina law, is 30 mph unless otherwise posted.
2. Traffic signs are posted for the safety of all residents, as well as to aid in the movement and control of vehicular traffic. The security force is authorized to issue citations for traffic violations. Fines paid or bonds forfeited go into the County Treasury.
3. The authorized Spring Valley stickers (decals) must be displayed in plain view on the front and rear of all motorized vehicles, i.e., automobiles, motorcycles, motorbikes and mopeds. (These stickers can be obtained by completing the application form available from a security officer.)
4. Motorbike operators are also required to comply with the traffic laws of South Carolina. All such two-wheel vehicles must meet all equipment requirements have vehicle licenses, and their operators must be of age and licensed, as required by the South Carolina Motorcycle Laws. Pedal bicycles with helper motors of less than one horsepower may not be operated by persons under 12 years old, and of course, they are not eligible for a license to operate larger motor-driven vehicles.
5. The private road network of Spring Valley is not a race track for any type of motorized vehicle, nor should they be allowed to emit loud noises which are disturbing and distracting to the residential neighborhood. Again, this is the responsibility of parents to be sure that their children operate these vehicles in a mature and responsible manner.
6. Richland County has a "leash law" and the ordinance states: "that a dog be controlled by a leash or under the control of the owner and obedient to that person's command or within the property limits of its owner or keeper." Since this is a county-wide ordinance, the dog catcher is authorized to enter Spring Valley in response to a complaint. He is also authorized to enter the property of the dog's owner if the pursuit leads him there, provided he has seen the dog loose in violation of the ordinance. If you have a pet, and if you love your pet, please keep it at home and under control. If you have a complaint, the telephone number of the Richland County Ombudsman Office for Animal Control Center is 929-6000.
7. No soliciting is allowed in Spring Valley. If you are aware of unauthorized solicitations, please notify our Security Service at 261-9079.

## Security and Safety (continued)

8. Normal working hour guidelines for construction personnel who are working within Spring Valley are from 7 A.M. - 6 P.M., Monday through Friday. In the event extensions of this time are warranted, clearance and notification must be obtained from the Chairman of the Security Committee of the SVHA, or in his absence, from the private security agency responsible for security in Spring Valley. Such approvals must be obtained for **each** extension. No blanket extensions will be granted. However, in no event will work be permitted to be accomplished on Sunday or on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas except for emergency repairs due to natural disasters such as wind, fire or storms. No occupancy of unfinished houses is permitted.

Our security is furnished under a contract with a private security company. Their principal function is to patrol the area and man the gates at times established by the Spring Valley Homeowners Association. Security personnel are on duty at all times. The Richland County Sheriff has stated that Spring Valley has one of the lowest crime rates of any area in Richland County and he attributes this to the monitoring which is done by our private security service. Only through cooperative effort of the entire residential community can Spring Valley continue to be one of the major areas in Richland County having a minimum of serious incidents. Keeping a watchful eye out for your neighbors' properties and reporting suspicious activity can be of great help. You should also advise Security when you are going to be out of town for an extended period of time so that your property can be checked.

Private security officers are authorized by the Act to Regulate the Private Detective and Private Security Business (R 630, S 311) as follows:

"Section 13. Any person covered by the provisions of Section 9 or property registered or licensed under this Act who is hired or employed to patrol, guard or render a similar service on certain property shall be granted the authority and powers which Sheriff's have to make the arrest of any persons violating or charged with violating any of the criminal statutes of this State, but shall have such powers to arrest only on the aforementioned property."

In addition, the Richland County Sheriff's Department provides routine patrols and is charged with answering calls in our community. In case of emergency, call 911.

## By-Laws

### *Article I: Name and Location*

**Section 1.** The name of this Corporation is Spring Valley Homeowners Association. It was incorporated under the Laws of the State of South Carolina on May 6, 1976.

**Section 2.** The principal office of the Association shall be in Columbia, South Carolina, with such mailing address as determined by the Board of Directors.

### *ARTICLE II: Definitions*

**Section 1.** "Association" shall mean and refer to Spring Valley Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 2.** "Common Properties" shall mean and refer to the real property conveyed to the Association and held for the use and benefit of the owners of property in Spring Valley Subdivision.

**Section 3.** "Residential Lot" shall mean and refer to any unimproved parcel of land located within Spring Valley Subdivision as defined herein below which is intended for use as a site for a detached, single family dwelling.

**Section 4.** "Family Dwelling Unit" shall mean and refer to any Residential Lot on which there has been constructed a detached, single family dwelling.

**Section 5.** "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of any Residential Lot or Family Dwelling Unit.

**Section 6.** "Spring Valley" and "Spring Valley Subdivision" shall mean the original subdivision as developed by Pine Springs, Inc. including that area known as Spring Valley East, all as shown on a plat entitled "Composite Map of 'Spring Valley' Richland County, near Columbia, South Carolina" dated October 8, 1975, revised April 21, 1977, recorded in the Office of the Register of Mesne Conveyance for Richland County in Plat Book X, pages 9086 A and B, plus that area known as Flora Tract I, containing 49.3 acres, and shown on a plat prepared for Edwin H. Cooper and C. W. Haynes & Co., Inc., by McMillan Engineering Co., dated December 17, 1975, and recorded in the Office of the Register of Mesne Conveyance for Richland County in Plat Book W at page 125, and, if and when purchased by Pine Springs, Inc. that area known as Flora Tract II, containing 31.46 acres, consisting of Parcel "C" and Parcel "D" shown on a plat prepared for Pine Springs, Inc. and A. C. Flora by William Wingfield, R.L.S., dated December 14, 1970, and recorded in the Office of the Register of Mesne Conveyance for Richland County in Plat Book X at page 1366, plus any areas which may hereafter be accepted by the Association in accordance with these by-laws and not in violation of that certain Indenture, dated May 31, 1977, by and between Spring Valley Associates, Inc., Pine Springs, Inc., Spring Valley Homeowners Association and Spring Valley Roads & Parkways, Inc. recorded in the Office of the Register of Mesne Conveyance for Richland County in Deed Book D 426 at page 347.

## By-Laws (continued)

**Section 7.** "Board of Directors" shall mean Board of Directors of the Spring Valley Homeowners Association as regularly and duly elected from time to time according to the by-laws of the Association.

**Section 8.** "Members in Good Standing" shall mean the members of the Association as defined in Article IV whose voting rights have not been suspended as provided by Article X hereof.

### *ARTICLE III: Purposes and Powers*

**Section 1.** The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To provide an agency through which the Owners of property within Spring Valley may exercise management and control of the roads, streets, parks, and common properties within Spring Valley in order to maintain aesthetic standards within the subdivision and to provide adequate security protection to the residents and users thereof and for these purposes:

- a. To own, acquire, operate and maintain residential park, common areas, streets, roads, footways, lakes, dams, spillways;
- b. To provide private police protection;
- c. To maintain unkempt lands and trees in the Common Properties;
- d. To fix assessments to be levied against the Residential Lots and Family Dwelling Units;
- e. To pay taxes, if any, on the Common Properties;
- f. Enforce any and all covenants, restrictions and agreements applicable to the property within Spring Valley;
- g. To do any and all other things that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents and owners within Spring Valley

### *ARTICLE IV: Members*

**Section 1.** The Association shall have three (3) types of memberships:

- a. Regular Member—any owner of record of a Family Dwelling Unit in Spring Valley
- b. Associate Member—the owner of a Residential Lot
- c. Additional Member—Spring Valley Country Club

**Section 2.** Members' Rights in Property. None of the members or officers of the Association shall have any vested interest in any money or other property belonging to the Association upon termination of his membership in the Association for any reason, nor shall he have any right to demand that any property, real or personal, belonging to the Association be turned over to him except as the law of South Carolina provides otherwise.

## By-Laws (continued)

### *ARTICLE V: Financial Participation of Members*

#### **Section 1. Method of Assessment.**

- a. The initial assessment shall be \$10.00 per month for each Family Dwelling Unit and \$6.00 per month for each Residential Lot. The initial assessment for the Additional Member shall be \$150.00 per month. The Board of Directors shall have the right to change the amount of the assessment from time to time, provided that any increase shall be proportionately uniform among all classes of members; and provided, further, that in the event the Board of Directors shall increase the "assessment set by the membership" by more than 20% of the said assessment rate, the membership shall have the right to void or reduce the amount of increase by action taken at a meeting of the membership called and held in accordance within 90 days after receipt of notice of such proposed increase. The term "assessment set by the membership" shall mean the latest assessment approved by membership vote, whether such vote establishes an assessment or results in a refusal to void an assessment set by the Board, and shall include the initial assessment set forth above. Please visit the website [www.springvalleycolumbiasc.com](http://www.springvalleycolumbiasc.com) or contact the administrative manager for current assessment rates.
- b. Assessments upon Residential Lots shall be made only with respect to those lots which have available all utility services planned to be installed by the developer and which front on a paved street or road.
- c. Owners of real estate are responsible for payment of assessment and compliance with established rules and regulations levied against the property even though the property has been rented to others.

#### **Section 2. Manner of Payment**

Each member's payment shall be due and payable quarterly. The Treasurer will notify members of the sum and due date. Any prior, unpaid assessments will be charged the following at the beginning of the next succeeding quarter:

- a. a late (service) fee of eighteen percent (18%)
- b. a finance charge of eighteen percent (18%) per annum, compounded quarterly and
- c. if necessary, all legal fees incurred by the Association including attorney fees, process server fees, court costs, and filing fees.

#### **Section 3. Use of Assessments**

The monies collected by the Association shall be used for the maintenance of roads, lakes, dams, and common areas in Spring Valley to which recorded title is held by the Association, the providing of private police protection for the residents of Spring Valley, the operational expenses of the Association, the enforcement of the rights of the Association, and any other purposes which from time to time may be deemed necessary by a majority of the votes cast by the membership in accordance with the provisions for voting as specified in these By-Laws; provided, however, that those Owners who have obligations by virtue of recorded covenants to maintain the lakes, dams and spillway areas shall be solely responsible for such maintenance, the Association in such instances being merely an agency for the administration of such obligations.

## By-Laws (continued)

### *ARTICLE VI: Meetings of Members*

#### **Section 1. Annual Meeting.**

The annual meeting shall be held on the second Tuesday of November at the hour of seven o'clock in the evening for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The annual meeting may be moved to an alternate business day in that same week, provided at least thirty (30) days notice is given to all members.

#### **Section 2. Special Meetings.**

Special meetings of the members, for any purpose or purposes, unless otherwise provided by statute, may be called by the President or by a majority of the Board of Directors, and shall be called by the Secretary at the request of members in good standing representing not less than ten percent (10%) of the voting power of the Association.

#### **Section 3. Place of Meeting.**

The Board of Directors shall designate any place in the County of Richland as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

#### **Section 4. Notice of Meeting.**

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 30 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, to each member entitled to vote at the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. Accompanying, or incorporated in, the notice shall be a description of the significant actions which shall have been taken by the Board of Directors and Committees of the Board since the last meeting as well as other information of interest or concern to the membership.

#### **Section 5. Record Date for Notice and Vote.**

Those names appearing on the books of the corporation as members as of a date chosen by the Board of Directors, which date shall not be less than 30 nor more than 50 days before the date of the meeting, shall be those who shall be entitled to receive notice of any annual or special meeting and who shall be entitled to vote at such meeting.

#### **Section 6. Quorum.**

Members of the Association in good standing having ten percent (10%) of the entire voting power of the Association, represented in person or by proxy, shall constitute a quorum at a meeting of the membership. If less than a quorum is present at a meeting, the holders of a majority of the voting power present may set a date for a substitute meeting not less than 30 nor more than 50 days later. At such subsequent substitute meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of enough members to leave less than a quorum.

## By-Laws (continued)

### **Section 7. Voting of Membership.**

Each Regular Member and each Associate Member in good standing shall be entitled to one vote for each Family Dwelling Unit and/or Residential Lot owned by such Member on each matter which is before the membership of the Association. The Additional Member shall be entitled to Fifty (50) votes on each such matter. At all meetings of members, a member may vote in person or by proxy executed in writing and filed with the Secretary of the Association before or at the time of the meeting. Where a Family Dwelling Unit or Residential Lot is owned by more than one person as tenants in common, joint tenants, life tenant and remainderman, or otherwise, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. Voting by the Additional Member and other corporate members shall be by the officer, agent or proxy designated in the By-Laws or in a resolution of the Board of Directors of such member. In the absence of any such designation, the president, any vice president, secretary and treasurer of such member shall be presumed to possess, in that order, authority to vote for such member.

**Section 8. Votes Required.** A majority of votes cast at a meeting of members, duly held, at which a quorum, pursuant to Article VI, Section 6, is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting except as otherwise provided for by these By-Laws.

## *ARTICLE VII: Board of Directors*

### **Section 1. Number.**

The Board of Directors shall consist of nine (9) elected members of the Association, who shall serve until their successors shall be elected by the members of the Association, and two (2) honorary directors. (Amendment to By-Laws adopted at Annual Membership Meeting on November 28, 1977.)

### **Section 2. Term of Office.**

At the first annual meeting, Association members shall elect two (2) Directors for a one (1) year term, (2) Directors for a two (2) year term, and three (3) Directors for a three (3) year term. At each Annual Meeting thereafter members shall elect successors to the expired Board member terms for terms of office of three (3) years each. Board members may succeed themselves or be elected to a different position.

### **Section 3. Directors and Officers.**

Four of the members of the Board of Directors shall also be elected by the Board to fill the offices of President, Senior Vice-President, Secretary and Treasurer. The initial President and Secretary shall be those Directors who shall have been elected at the first annual meeting of members for one (1) year terms. The Senior Vice President shall be one of the two Directors who shall have been elected at the first annual meeting of members for a two (2) year term. The Treasurer shall be one of the three Directors who shall have been elected at the first annual meeting of members for a three (3) year term. The officers shall serve at the pleasure of the Board of Directors.

## By-Laws (continued)

### **Section 4. Removal.**

Any Director may be removed from the Board, with or without cause, by a vote of the Members of the Association. In the event of death, resignation, or removal of a Director, the vacancy may be filled by the remaining Directors until the next Annual Meeting of the members of the Association or until any special meeting of the members called for the purpose of electing Directors.

### **Section 5. Compensation.**

The Directors shall receive no compensation for attendance at regular or special meetings, provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

### **Section 6. Honorary Directors of the Association.**

Honorary Directors shall have voting privileges but shall not be permitted to hold any office in the Association. These Directors shall be the President of Pine Springs, Inc., and the Additional Member or their designated representatives.

## *Article VIII: Nomination of Directors*

### **Section 1. Nomination.**

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairperson, 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 each 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 the 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 only.

## *Article IX: Meeting of Directors*

### **Section 1. Regular Meetings.**

Regular meeting 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 of the Directors, after not less than two (2) days notice to each Director.

## By-Laws (continued)

### Section 3. Quorum.

A majority of the number of Directors then in office 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 an act of the Board.

### *Article X: Powers and Duties of the Board of Directors*

#### Section 1. Powers

The Board of Directors shall have the power to:

- a. adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infractions thereof;
- b. suspend the voting rights 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 for a period not to exceed sixty (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 provision of the By-Laws or the Articles of Incorporation, including the enforcement and exercise of all conditions, covenants, restrictions and limitations contained in deeds given by Pine Springs, Inc. or Spring Valley Associates, Inc. to lots or residence in Spring Valley;
- 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 meetings of the Board of Directors or if unusual circumstances force resignation;
- e. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- f. appoint such committees deemed appropriate in accordance with Article XII;
- g. adopt and publish rules and regulations governing the use and alteration of property located in Spring Valley that does not restrict deed restrictions, covenants, nor Richland County Ordinances. (Amendment to By-Laws adopted at Annual Membership Meeting on November 8, 2004.); and
- h. adopt and publish a schedule of fines as appropriate, for violations of covenants, deed restrictions, rules and regulations and/or By-Laws of the Spring Valley Homeowners Association (SVHA) by "owner(s)". (Amendment to By-Laws adopted at Annual Membership Meeting on November 8, 2004.).

## By-Laws (continued)

### Section 2. Duties

It shall be the duty of the Board of Directors to:

- a. establish, levy, assess and collect the assessments or charges pursuant to the provision of Article V of these By-Laws and covenants in the Deeds;
- b. cause to be kept, a complete record of all its acts and corporate affairs;
- c. furnish, upon demand by any owner liable for an assessment, a certificate in writing signed by an Officer of the Association setting forth whether any assessment owed by such owner has been paid. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- d. supervise all Officers, agent and employees of this Association, and to see that their duties are properly performed;
- e. (1) send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each assessment period; (2) after other methods fail, to pursue all available legal remedies as necessary to collect all charges or assessments which are not paid within sixty (60) days after due date;
- f. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- g. cause the Common Properties to be maintained;
- h. see that all provisions of the By-Laws are complied with; and
- i. assess and collect fines for the continuous and repeated violation(s) of covenants, deed restrictions, rules and regulations, and/or By-Laws by "owner(s) until the violation(s) is/are abated. (Amendment to By-Laws adopted at Annual Membership Meeting on November 8, 2004.)

### *Article XI: Officers and Their Duties*

#### **Section 1. Enumeration of Offices.**

The offices of the Association shall be a President, a Senior Vice President, a Secretary and a Treasurer, all of whom shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time designate.

#### **Section 2. Election of Officers.**

The election of Officers shall take place at the first meeting of the Board of Directors following the Annual Meeting of the Members.

#### **Section 3. 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 4. Resignation and Removal.**

Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date accepted by two or more Board members.

## By-Laws (continued)

### **Section 5. 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 6. President.**

The President shall be the principal executive Officer of the Association and shall, in general, supervise and control all of the business of the Association. He shall, when present, preside at all meetings of the Members. He may sign, with the Secretary or any other proper Officer of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the Members or Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Members or Board of Directors or these By-Laws to some other Officer or agent of the Association; and in general shall perform all duties incident to the office of President and such other duties as may be assigned to him by the Board of Directors.

### **Section 7. Senior Vice President.**

In the absence of the President or in the event of his death, inability or refusal to act, the Senior Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Senior Vice President shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

### **Section 8. Secretary.**

The Secretary shall be responsible for written minutes of all meetings of the Board of Directors and the Association and maintain an official Minutes Record Book containing copies of the minutes; record, transcribe, and deliver to the Board of Directors the official minutes of every annual and special meeting not later than ten (10) days after the date of such meeting; act as custodian of all records, except those specifically assigned to others; publish newsletters after each Board meeting and prior to annual meetings; provide letters of welcome to newcomers and furnish all material relating to the Association and their responsibilities as Members; maintain current listings of all homeowners and lot owners; and perform all of the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or Board of Directors.

### **Section 9. Treasurer.**

The Treasurer shall have charge and custody of, and be responsible for, all funds of the Association; receive and give receipts for monies in the name of the Association in such banks, trust companies, or other depositories as may be selected by the Board of Directors; be responsible for presenting a financial report to the Membership at the annual meeting which shall include a financial accounting of the Association for the previous year, and a budget for the coming year; keep an accurate and detailed account, in the Treasurer's permanent book, of all monies received and paid; submit a statement at the regular meetings of the Board of Directors and the Association, including total balance on hand at the beginning of the period covered by the report, and the separate amounts credited to the general fund, receipts, disbursements, and the total balance on hand at the date of the report; provide notices of assessments to all Owners at least ten (10) days in advance of each assessment period; provide notice to delinquent Members and supply pertinent information if requested by a Member; notify the Board of Directors of Owners who

## By-Laws (continued)

have not paid their assessment within sixty (60) days after the due date; and do all other things which from time to time may be assigned to him by the Board of Directors.

### **Section 10. Compensation.**

No compensation shall be paid to the Officers as such for their services, but by resolution of the Board of Directors and approved by the general membership.

### *Article XII : Committees*

The Association shall appoint 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 XIII: Contracts, Loans, Checks and Deposits*

**Section 1. Contracts.** The Board of Directors may authorize any Officer or agent or agents to enter into any contract or execute and deliver any instrument in the name of the Association, in an amount not to exceed an approved budgeted item plus any reserve fund which the Association may maintain for that specific item.

**Section 2. Loans.** No loan shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**Section 3. Checks and Drafts.** All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4. Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

### *ARTICLE XIV: General Provisions*

**Section 1. Waiver of Notice.** Unless otherwise provided by law, whenever any notice is required to be given to any Member, Director, or Officer of the Association under the provisions of these By-Laws, a waiver thereon in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

## By-Laws (continued)

**Section 2. Amendments.** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds majority of those Members present and voting at any annual or special meeting of the Association, provided the notice of such meeting, given in accordance with the requirements of Article VI, section 4, shall have given notice of the intention to alter, amend or repeal the By-Laws at such meeting, briefly setting forth the purpose of such proposed change.

**Section 3. Fiscal year.** The fiscal year of the Association shall be determined by the Board of Directors.

**Section 4. Procedure.** All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order Revised according to the most recent edition.

**Section 5. Property of Members and Association to be separate and distinct.** The private property of the Members shall not be subject to the payment of Association debts, no matter how acquired, to any extent whatever, however each and every member shall be permanently liable for all dues and assessments not timely paid.

**Section 6. Indemnity.** The Association shall indemnify and hold harmless each person, his or her personal representative, heirs and assigns who shall or did serve as a Director or Officer of the Association from and against any and all claims or liabilities to which such persons become subject by reason of having heretofore or hereafter been a Director or Officer of the Association or by reason of any action alleged to have been taken or omitted by such persons as Director or Officer and shall reimburse each such party for all legal and other expenses reasonably incurred by him in such connection with any such claim or liability; provided however that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of said party's own negligence or willful misconduct.

**Section 7. Dissolution of Corporation.** The corporation may be dissolved upon the vote of a two-thirds majority of the entire membership of the Association, provided the notice of the meeting, given in accordance with the provisions of Article VI, Section 4, shall have stated that it would be for the purpose of considering dissolution of the corporation.

**Section 8. Authority and Powers.** All authority and powers not expressly granted to the Officers and Directors in these By-Laws are reserved to the membership.

**Section 9. Annual Report.** An annual report shall be prepared and presented to the membership at the Annual Meeting. This report shall include a financial accounting of the Association for the previous year and a budget for the coming year.

## **Rules and Regulations (Adopted at the Annual Membership Meeting on November 8, 2004 and Amended November 12, 2007)**

### **Architectural**

#### **I. Structures**

- A. All new homes shall be a minimum of 3,000 heated square feet adjoining a lake or the golf course and 2,800 heated square feet elsewhere. Before construction may begin, a completion of deposit of \$2,000 must be made with SVHA and a letter from the architectural committee approving the home and landscape plans must be received.
- B. An approval letter is required for any foot print modification to a home or any additional structures on the premises. At the Architectural Chairman or Board's discretion, the completion deposit may be required also. This includes fences, pools, and outbuildings of any description.
- C. The homeowner is responsible for any and all damage caused by their contractors to SVHA property or SVHA resident's property.
- D. All outbuildings shall be made of a material similar to with a style and likeness of the house. All outbuildings require a letter of approval from the architectural committee.
- E. Garage entry should always provide for a side or rear entry from the street.
  1. A corner lot may have a side entry which causes the entry to be direct from the street.
  2. A direct entry from the street other than side entry (excluding corner lots) must have board approval.
- F. The minimum setback for a residence is fifty (50) feet from the curb to the most forward part of the house.
  1. Side line setback is fifteen (15) feet.
  2. The board has the right to grant special exceptions to these setbacks as it deems necessary.
- G. Paint does not require the approval of the architectural committee or board. Offensive shades of paint (or brick) that distract from the neighborhood are not allowed. The board has the right to require the removal of such an offense.
- H. Completion Schedule
  1. All construction should begin within six months of approval and be completed within 18 months of the approval date.
  2. The lot should be maintained in such a manner during construction that debris and trash will not accumulate and become unsightly to the neighborhood.
  3. The homeowner will also be expected to maintain the lot so that soil and/or sand will not wash into the streets or storm drainage system during construction.

## Rules and Regulations (continued)

4. The homeowner will be responsible for controlling and properly disposing of any and all water on the lot that presents any potential hazard (problem) during and after construction is complete. This would include but not be limited to water problems that were caused by grading, construction, or springs and/or the natural flow of streams.

### II. Fence Restrictions

- A. A fence may be a maximum of four feet tall in the front yard and eight feet tall in the back yard.
- B. A fence over four feet tall should not exceed the setback corners of the house unless it is used to hide an unattractive feature, such as an air conditioning unit.
- C. A fence should be stepped up or down to follow the lay of the land.
- D. A fence may be brought forward of the house if it has the appearance of being a main structure.
- E. All fences must reach to the ground.
- F. Approved fence material is wrought iron (or aluminum), stucco, brick, wood, metal chain link (back yard only) or invisible. Wood, brick, or stucco can be painted.
- G. The finished or best side of the fence must face the neighbor's property.
- H. All fences require the approval of the architectural committee or board. The Board has the right to grant a special exemption as it deems necessary to the above rules.
- I. A fence must be maintained in the manner originally approved by the Architectural Committee. Failure to maintain a fence in the original condition, as seen from both within the homeowners' community as well as from the outer perimeter, will result in application of the Unsightly Conditions Fine Schedule.

### III. Pool Restrictions

- A. Only in-ground swimming pools are allowed.
- B. The pool must have a minimum setback of fifteen (15) feet from the back and side property lines.
- C. The pool may be covered if the structure is joined to the house and has a similar design to the house.
- D. All pools require the approval of the architectural committee or board. The board has the right to grant a special exemption as it deems necessary to the above rules.

## Rules and Regulations (continued)

### IV. Antennas

- A. Only small (12" to 36") satellite dishes are allowed.
- B. The dish must be located in the rear of the house and not be visible to the neighbors.
- C. Architectural committee approval is not required, but the board retains the right to have unsightly dishes removed.

### V. Solar Panels

All solar panels require the approval of the Architectural Review Committee or board. Request should include the minimum:

- A. Proposed location/layout for the solar panels.
- B. Name and contract information of the solar panels installer.
- C. Name and contact information of solar panels manufacturer and type of panel, including a brochure.
- D. Drawing showing the proposed location of the conduits from the panels to the solar inverter box including the location of the solar inverter box. (The conduits and inverter box shall be hidden from street view.)
- E. Gap distance between each adjacent panel (distance between panels shall be as minimal as possible.)
- F. Distance between the panels and the roof (distance between panel and roof shall be as minimal as possible.)
- G. Rendering color photo elevation (street view) of the house with the proposed solar panels installation projected onto the roof.
- H. No offset panels will be allowed. There needs to be panels to infill the offsets so the panel installation mimics the shape of the roof.
- I. Color of the panel should match the color of the shingles as much as practically possible.

### VI. Tree Protection Regulation for Lots Without Homes

**(Adopted at the Annual Membership Meeting on November 10, 2020)**

- A. To ensure no lot is cleared prematurely, no healthy trees, having a trunk diameter of eight (8) inches (25.12 inches in circumference) or more at a point of four and one-half (4 1/2) feet above the ground level, shall be removed, mutilated or cut without the approval of the Architectural Review Committee. As part of the approval process, the Architectural Review Committee will look for new home architectural and landscaping plans that replace the trees as well as a time frame for implementing those plans. At no time shall a lot be cleared of trees without the express intention of building a home.

## Rules and Regulations (continued)

- B. Property owners with trees removed without obtaining the prior approval of the Architectural Review Committee shall be subject to twice the maximum yearly amount of fines.
- C. Nothing herein shall be construed so as to limit any applicable law or ordinance or requirements for the homeowner to maintain healthy vegetation on their property.

### Use of Premises

**I. No vehicle deemed to be unsightly by the Association shall be permitted to remain on any portion of the property so as to be visible from adjoining property or public or private thoroughfares.**

- A. Camper trailers, travel trailers, recreational vehicles, motor homes, mobile homes, boats, trailers, school buses, commercial vehicle(s), unlicensed or stored vehicle (s), and/or commercial equipment of any kind shall not be parked, stored, or otherwise housed on any property in Spring Valley.
- B. Unlicensed or stored vehicles may be kept in an enclosed garage.
- C. Utility trailers that support the premises may be stored in a garage or out of sight of all neighbors.
- D. Boats may be stored in a garage. If the residence is on a lake, the boat, as permitted under the deed restrictions, may be stored on the residence premises concealed from view.
- E. All vehicles shall park in approved areas. These areas are garages, carports, and paved driveways. No vehicles of any kind, whether owned or operated by owner or tenant shall be routinely parked at any time on any roadway, median, lawn, or common area of Spring Valley.

**II. Unsightly Conditions (Adopted at the Annual Membership Meeting on November 15, 2005 and Amended November 9, 2010.)**

- A. Each owner or tenant should prevent the accumulation of litter, trash, or rubbish on his or her property and keep the property clean and well maintained. This includes keeping grass, plants, and other vegetation cut, free of fallen leaves, and well-trimmed, and picking up articles such as yard games and toys. A well maintained yard shall be expected to be regularly maintained. Occasional cutting, once weeds have created an eyesore, is not acceptable. Grass that has been allowed to deteriorate to significant areas of sand and weeds, with only occasional patches of grass is not acceptable. All landscaping and grounds shall be maintained in a condition to preserve the values of all properties within the community.
- B. It also includes the placement of trash, debris, furniture, and large appliances curbside at the appropriate times.

## Rules and Regulations (continued)

- C. During any construction, dirt, building debris and other construction-related refuse shall be cleaned from street and storm drains so as not to deposit silt and/or sediment and/or any debris into ditches, streams, ponds or any other area off the construction site. The Association may require additional clean-up if deemed necessary to fulfill the obligations stated herein.
- D. If in the opinion of the Association, the owner or tenant is failing in this duty and responsibility, then the Association may give the owner written notice of such and the owner must undertake the care and maintenance required to restore the property to a safe, clean and attractive condition within fifteen (15) calendar days of such notice. If the owner fails to fulfill this duty and obligation after such notice, the Association shall have the right and power to implement a fine of one hundred dollars (\$100) per week, until abatement, or the fines reaches the set amount determined by the board per year.

### **III. Fine Structure for Abatement of Violations of Deed Restrictions, Spring Valley Homeowners Association (SVHA) Rules and Regulations and Ordinances of Richland County (Adopted at the Annual Membership Meeting on November 8, 2004 and Amended November 9, 2010 and November 12, 2019)**

#### **Fines**

- A. The owner shall be informed by mail by the SVHA General Manager of any violations of the Deed Restrictions, SVHA Rules and Regulations, and Richland County Ordinances. The owner is expected to work in good faith with the General Manager to correct the violation within fifteen (15) days.
- B. The Board has the right to fine the owner \$100 weekly, until abatement, or the fine reaches a set amount determined by the board per year after the fifteen (15) day written notice to correct the violation. If a property has three (3) or more occurrences of the same violation during the same calendar year, a \$100 fine will be levied immediately upon the third occurrence and any recurrence during that year. Additionally, if the violation is not corrected within one week, then the \$100.00 weekly fine schedule will be implemented until abatement or the fines reaches the set amount determined by the board per year, per violation. (As amended November 12, 2019.)
- C. With board approval, the owner may be sued to correct the violation.
- D. If the owner does not correct the violation, the board can elect to assess the owner based on the estimated cost to correct the violation.

## Common Questions and Answers

Here are the answers to many of the most commonly asked questions about Spring Valley. The questions have been categorized as follows:

<i>General Questions</i>	<i>Page 25</i>
<i>Architectural Review</i>	<i>Page 26</i>
<i>Spring Valley Country Club</i>	<i>Page 26</i>
<i>Garbage Service</i>	<i>Page 27</i>
<i>Business Operations from Residence</i>	<i>Page 28</i>
<i>Lakes</i>	<i>Page 29</i>
<i>Restrictions</i>	<i>Page 29</i>
<i>Security</i>	<i>Page 30</i>
<i>Spring Valley Homeowners Association</i>	<i>Page 31</i>

## General Questions and Answers

*We have a question that is not covered in the Green Book. What should we do?*

The Spring Valley Homeowners Association has several resources available to assist you. First, the Association has a General Manager. You can reach the General Manager at 788-2410. Common questions and problems often involve many of the topics covered in this section of the Green Book. Even if your problem does not directly involve the Association, the Manager may be able to assist you.

Second, the SVHA Administrative Manager handles all inquiries concerning Association billings and the sale of property. You can reach the Administrative Manager at 788-7711.

The third resource available to you is your Association Board. Each Board Member has been assigned an area of responsibility. A list of names, contact information, and areas of responsibility is contained in each SVHA quarterly newsletter and on the website. Please feel free to contact the Association General Manager, the Administrative Manager, or a Member of the Board if you have any questions or concerns.

## Architectural Review

*We are planning on building a new home in Spring Valley. What do we need to do?*

First, you need to review the deed restrictions. Please pay particular attention to minimum of square footage and set back requirements. Secondly, notify your neighbors who are within view of your planned construction (new home, addition, fence, deck, solar panels, etc.) of your plans. The purpose is to seek comments, pro or con, about the proposed construction. This will preclude surprise and controversy when the construction begins. Finally, your plans must be submitted to the Chairman of the Architectural Committee for review. This committee will verify that your plans comply with the requirements. In addition, the committee checks to make sure that the style of the house is appropriate and does not match another home on your block.

*We are planning an addition to our home. Do we need approval from the Architectural Review Committee?*

Yes. All additions and alterations to the exterior of your home require approval. This would also include fences, gazebos, unattached garages, satellite dishes, decks, solar panels and other structures. Please follow the guidelines stated in the previous question. Storage sheds cannot be approved.

*Is there a time requirement associated with approval?*

All approvals contemplate a start date within six months of approval and a completion date within eighteen months of approval. Extensions can be applied for with the Architectural Review Committee.

## Spring Valley Country Club

*Does residency in Spring Valley include a membership in the Country Club?*

No. The Spring Valley Country Club is a private organization that includes residents and nonresidents of the Spring Valley subdivision. For information about club membership, please contact the club office at 788-3080.

*May non-members use the golf course after hours?*

Access to the golf course is limited to club members with golf privileges.

*Is the golf course available for evening walks?*

The club asks that no one walk on the course unless he or she is involved in a round of golf. It is a nuisance to golfers to have walker or pets on the course. Additionally, there is a danger of being hit by a golf ball.

## Garbage Service

### *Is it necessary to roll the "Herbie Curbie" trash can out to the street?*

No. In fact, Spring Valley restrictions prohibit you from doing so. Your Association has made arrangements for back door pick-up. Your county taxes include a small fee for this service.

### *Why does the garbage service pick up only a portion of yard trash?*

Richland County has an ordinance that requires the garbage service to pick up all of the yard trash that has been boxed or bagged. In addition, the garbage service is to take the equivalent of two "Herbie Curbies" of loose yard trash. If you have a large pile of loose trash, it may take several visits before it will be completely removed. You can prevent this situation by boxing or bagging a portion of the yard trash. In addition, you should avoid combining yard trash with your neighbor's. The garbage service may mistake it as the yard trash of one household instead of two. Do not put yard waste on vacant lots as it will not be removed.

### *May I put yard debris in the "Herbie Curbie?"*

County regulations prohibit mixing household garbage, recyclables and yard trash. For that reason, please do not mix these types of trash. Please put yard debris by the street. Do not put the yard trash in the street or in a place where water may push it into the drainage system. Tree limbs must be less than four feet long and less than four inches in diameter for removal. Any limbs larger than this must be removed by the homeowner.

### *What role did the Homeowners Association play in selecting our current garbage service?*

None. The garbage service is selected by Richland County, not by your Association. Your Association has no formal role with the garbage service. However, we do maintain an open flow of communications with them. Whenever there is a problem, the garbage service tries to work with us. Please note that the schedule is set by Richland County.

### *I have an old can of paint. May I put this in the garbage?*

No. By law, this is a hazardous waste material. Use it, give it away or donate it to charity. If the paint can is open and completely dry the garbage service will pick it up for disposal on the same day as yard waste is removed. **The can must be completely dry. Place the can at the curb with the lid removed.**

## Garbage Service (continued)

### *How do I dispose of large items such as furniture and washing machines?*

Call Richland County at 803-929-6000 to notify them of bulk trash such as mattresses, furniture and appliances you intend to have removed. They will let you know what day to place the item(s) curbside. Place these items near the curb (*but not on the street*) in front of **your home** the night before your scheduled pickup. Do not place any debris or garbage on vacant lots. The garbage service will not pick up any refuse from unimproved lots. Doors must be removed from refrigerators and freezers.

### *How do I dispose of debris from construction or remodeling?*

Lumber, carpet, cement, wood and other construction debris will not be picked up curbside. Have your contractor remove the debris or take it to the County Landfill. The nearest County Landfill is located on Caughman Road off Highway 215 North.

### *How do I dispose of trees?*

Trees will not be picked up curbside. They must be taken to the County Landfill. Branches less than four feet in length and four inches in diameter will be removed by the garbage service as yard waste. However, you must make sure that they are no larger than the dimensions stated above.

## Business Operations from Residence

### *Is it permissible to operate a business out of our home in Spring Valley?*

The deed restrictions in Spring Valley limit use to private residential purposes of a single family. Business operations are not permitted. Examples of prohibited activities would include retail operations, studios, day care facilities and other activities that involve the public.

Residents may maintain an office in their homes provided that it does not involve commercial deliveries, storage of commercial vehicles or visitation by members of the public.

## Lakes

### *Who is responsible for the lakes?*

Responsibility for the lakes resides with the residents whose property borders on a given lake. Most of the lakes have their own Association that handles issues related to its particular lake. In addition, a member of the Association Board serves as the liaison to each Lake Association.

### *As a resident of Spring Valley, do I have access to the lakes?*

Lake access is limited to those residents whose property borders on a given lake.

### *In order to perform necessary work in my yard, it will be necessary to lower the lake behind my house. With whom do I need to talk with about this matter?*

Each lake should have its own "Lake Association". Your request to lower the lake should be submitted to the President of your lake association. In addition, please coordinate any such activity with the Association Board Member who oversees the lakes.

## Restrictions

### *Are "For Sale" signs permitted?*

Spring Valley deed restrictions prohibit all forms of signs within the subdivision. This includes all types of "For Sale" signs as well as lost pets signs, garage sale signs, remodeling signs, security service, and political signs. Balloons on mailboxes by owners or realtors are considered signs.

### *Is it permissible to operate a business out of our home in Spring Valley?*

The Richland County Zoning Ordinance and deed restrictions in Spring Valley limit use to private residential purposes of a single family. Business operations are not permitted. Examples of prohibited activities would include retail operations, studios, day care facilities, and other activities that involve the public. Residents may maintain an office in their homes provided that it does not involve commercial deliveries, storage of commercial vehicles, or visitation by members of the public.

### *What about RVs, campers, boats, buses, commercial equipment, trailers and commercial vehicles?*

These items are not permitted to be stored or parked in Spring Valley.

# Security

## *What is the speed limit in Spring Valley?*

The speed limit for our urban area, and as set forth by South Carolina law, is 30 mph unless otherwise posted.

## *Are the citations given by Security "real tickets"?*

The citations, including speeding tickets, are issued by authorized law enforcement officers. The Association does not receive a portion of the fine.

## *How do I get in contact with Security?*

The mobile phone number for the officer on duty is 261-9079. If the officer is on another call or not available, a voice mail message service is in place to take your message. The officer will be back with you shortly.

**IF THERE IS AN EMERGENCY AND THE OFFICER IS NOT AVAILABLE, CALL 911 IMMEDIATELY!**

## *What hours are staffed by Security?*

Spring Valley maintains twenty-four hour security every day of the year. It should be noted that events do take the officer temporarily away from the phone. He or she may be offering assistance to a resident or investigating a situation. This may prevent an officer from being immediately available.

**IF THERE IS AN EMERGENCY AND THE OFFICER IS NOT AVAILABLE, CALL 911 IMMEDIATELY!**

## *What hours are the gates open?*

Spring Valley has four gated entrances, the main entrance on Two Notch Road is manned by security each night. The entrances from Flora Road and two from North Springs Road are locked to all traffic at night. Those wishing to gain access to Spring Valley should use the main entrance on Two Notch Road during those hours.

If you are expecting guests after midnight, please direct them to enter through the main entrance on Two Notch Road. Property owner must notify security at 803-788-2315 before the visitor's arrival. The property owner must provide Security, or leave a voice message, with the visitor's name, the address he/she will visit, as well as the date and time of the visitor's arrival. Security will add this information to the Visitors' Log. The visitor's Driver License will be viewed by Security to confirm the visitor's identification before being granted access.

## *There is a street light on my street which is not working. What should I do?*

The street lights are maintained by Dominion Energy. One of the tasks assigned to Security is to note lights that are not working and report them to Dominion Energy. If you see a light that is not working, you may report it directly to Dominion Energy at 1-800-251-7234.

# Your Homeowners Association

## *Why do we have an Association?*

Spring Valley was developed as a private community. As homeowners, we own the roads, drainage system, and common areas. The Association through the Board oversees the day-to-day management of these areas. In addition, the Association is here to assist the homeowners in maintaining the value, beauty, and integrity of Spring Valley. Providing security is an important aspect of this responsibility. The Board oversees activities related to these responsibilities.

## *How do I join the Association?*

By owning property in Spring Valley, you are automatically a member of the Association and are subject to its restrictions, rules and regulations

## *When does the Association Board meet?*

The Board meets monthly at 6:30 pm. (Meeting time subject to change.) Please check the website for meeting dates. The meetings are held at the Spring Valley Country Club. The Board does not meet in November due to the Annual Meeting. The December meeting is usually rescheduled due to the holidays.

## *How do I bring an issue to the Board?*

You should contact the Administrative Manager and request that your issue be put on the agenda. If you prefer to bring your concern before the formal Board meeting, please contact the Administrative Manager. To be on the agenda, it is preferred that you notify the Administrative Manger one week before the meeting.

## *How can I become more active in the Association?*

The Association is always looking for residents interested in participating in the activities of Spring Valley. Please express your interest to any Board Member.