

Minutes from Carshalton by the Bay Homeowners Property Meeting

5/20/2023 10:00AM

Saturday, May 20, 2023, the Board held its first quarter HOA meeting at the Carshalton pavilion to discuss the pavilion beautification, some items on the 10 year spend plan, and other neighborhood issues. Board Members are President Clay Addison, Treasurer Dan Miller, Secretary Sheila Spagnolo, Member at Large John Leahy.

Reports of Directors:

Opening of meeting:

Welcome to new neighbors.

Board President Clay Addison

- Clay passed out copies of the agenda.
- The pavilion roof was replaced on April 6. We now need to get the sheetrock in the lady's restroom repaired.
- The pavilion privacy fence was replaced last year but landscaping at pavilion is still needed. Plans are to meet with some contractors and get some bids. Desiree Laude has volunteered to take on the task of developing a scope and soliciting bids for the Board's review.
 - There are two trees that are dead and will need to be removed
 - There are several bushes that are dead
 - The weeds in the junipers continue to grow and are becoming unsightly again
- A highly expensive item under the estimated year 2027 is the berm/trees on Jordan Road. After a storm blew over several cedar trees along Jordan Road, the Board took notice of the trees condition and lifespan. So, the Board is anticipating options to retain the privacy along the Jordan Road berm. We are still investigating the best options for this project. One of our members spoke about the options available to the Board and members when moving forward with plans for the Jordan Road berm. Thinning out the Sapphire Cypress would allow the other trees to get more sunlight. The roots are still a problem when replacing trees. There is no irrigation on the berm. At an earlier meeting, the project debate led to the discussion of a potential need to raise dues or levy an assessment. The plan resulted in a 15% increase in the last two years. This year's dues were up to \$598.00.

- Parking on street: Several members continue to express concerns about cars continuously parked on the street overnight and for long periods of time. Below is a section under Article VII Use Restrictions from the Carshalton Covenants:

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS.

No house trailers or mobile homes, school buses, trucks, or commercial vehicles of one (1) ton capacity or more, boats or boat trailers, motor homes, motorcycles, campers, or vans shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. Notwithstanding the foregoing, passenger automobiles may be parked in the driveway if the number of vehicles owned by Owner exceed the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nor current parking of any vehicle boat or trailer for a period not to exceed 48 hours upon any Lot.

The Spartanburg County website for roads and bridges is at
<https://www.spartanburgcounty.org/157/Roads-and-Bridges>

The section from the County website for Roads and Bridges is paraphrased below:

Spartanburg County Public Works does not regulate on-street parking because their department doesn't have authority to determine where residents can and cannot park. Parking regulations are typically developed and enforced by your Home Owners Association. If no HOA is in place, the county will intervene if the parking is a safety hazard rather than a nuisance.

- NO update on Marten's RV Park: About 100ft to the right of Carshalton subdivision entrance, someone is planning a 50-70 site RV Park. The park developers have been seeking a site approval which is contingent upon receiving approvals from Spartanburg County Engineering and Storm water, Spartanburg County GIS and Addressing, Spartanburg County Building Codes (fire hydrant location), Startex-Jackson-Wellford-Duncan Water District (water), SCDHEC (Septic system permit), SCDOT (encroachment permit) and Spartanburg County Planning & Development (submittal of a landscape plan and a plat subdividing the subject parcels or parts thereof).
The RV Park now has a name. It's Martens Park. They are planning to subdivide the 18.8 acres into two properties. The RV Park will be on 10.43 acres and the remaining property will be a single family residence. The RV Park will have 38 spaces. The land is an unincorporated part of Spartanburg County. This park would back up to that Kenmare housing development across the street. Not sure what is going on with the

approval process. If someone would like to check up on this the neighbors would appreciate help. We need to get this information out to the surrounding neighborhoods. Anyone who can help intervene with establishment of RV Park or who knows how the county approval process works and what steps we need to take to voice our opposition to this RV Park, please take this on and possibly thwart efforts to keep the approval from happening. We are in District 5 and the Board of Appeals person is Marion Gramling. The Planning Commission for District 5 is James Green. Clay contacted DHEC and they were not helpful. The entrance is off a State Road that is in need of repair or paving. Spartanburg County – the last document posted was May 3, 2023 meeting minutes.

- Request from Lauren Bradford to house chickens in their backyard. Our Declaration of **Covenants**, Conditions, Restrictions now prohibit “animals such as livestock, or poultry of any kind, from being raised, bread, or kept on any lot”

Below is a section under Article VII Use Restrictions from the Carshalton Covenants:

SECTION 11. LIVESTOCK AND PETS.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Trustees may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 11, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Trustees shall have the further right, subject to Section 11 hereof, to fine any Owner (in any amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot or Dwelling, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner’s Lot or Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot or Dwelling and its Owner are subject.

Pros and Cons brought up at the meeting were:

Pros were health benefits from the eggs, home and yard benefits.

Cons were flies, smell from excrement, attract predators. Pets such as dogs living next door would bark.

Need to carefully word any clause presented to the HOA members for consideration to change the Covenants so that the Covenant rules, restrictions and regulations protect the rights of all members.

The question remains as to the responsibility of monitoring those who have chickens so they don't infringe on the rights of the other property owners.

SECTION 4. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. The Declaration, as amended, shall be rights and interests appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. So long as Declarant owns a lot subject to this Declaration, Declarant may, in its sole discretion amend this Declaration, as long as such amendment

shall not adversely affect title to any Lot, without the consent of the affected Lot Owner. Any such amendment shall be rights and interest appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law. In addition to the foregoing, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that (1) no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, (2) no amendment shall adversely affect any rights or interest of Declarant as provided herein, unless agreed to in writing by Declarant, (3) no amendment shall have priority over any amendment made by Declarant in accordance with Section 4 of this Article X, as long as Declarant owns a Lot, and (4) no amendment shall alter, modify, or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. Any amendment must be properly recorded. Notwithstanding anything to the contrary, the Board of Directors of the Association may amend this Declaration without the consent of Owners to correct any obvious error or inconsistency in drafting, typing or reproduction.

Streetlights:

The streetlights are one of our biggest costs. An investigation revealed that Duke has no meter for the streetlights. Below is a fee schedule that shows how the monthly rate is established.

	Monthly Rate	Comments
Luminaire rate	\$21.14	From OL(Outdoor Lighting) rate schedule
Decorative rate	\$28.40	Cannot get an explanation on how this number is calculated
Total Rate/light	\$49.54	
19 street lights	\$941.26	
Taxes	\$65.89	
Total	\$1,007.15	

Architectural Control Committee activity by Mike Smith

- Current ACC activity (Additional work going on at existing homes)
116 Carshalton is adding on
177 Carshalton is completing a recreational outdoor space behind the house
349 Reflection is putting in a pool
- Currently there are no new builds in progress

- **ACC Guideline Reminder**

If you are planning any builds please go to our website, read the rules and submit an application to the ACC. To view the CARSHALTON BY THE BAY HANDBOOK OF ARCHITECTURAL GUIDELINES and a list of fines and fees please check our website at Carshaltonbythebay.org

Architectural Control Committee members: Jackson Pernell, Dustin Wullenweber, Desiree Laude, Mike Smith

Other Business

Keys for Pavillion see President Clay

Reserving the pavilion-go to the website and request that Jonna set it up. Please clean up after your party and keep the noise level down to a reasonable level.

Maintenance:

The following was not discussed in this meeting but it is helpful information:

If you see one of the streetlights out, please log onto Duke Energy and register the outage.

Go to- <https://www.duke-energy.com/customer-service/request-light-repair>

ADJOURNMENT: There being no further business, the meeting was adjourned at 11:15AM.

Respectfully Submitted by

Sheila Spagnolo

Secretary of Carshalton by the Bay Homeowners Association