

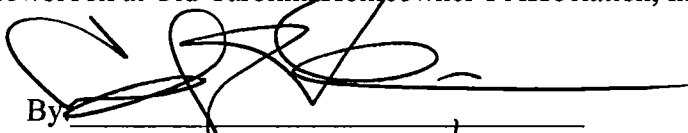
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STATE OF SOUTH CAROLINA)
) AFFIDAVIT TO RECORD
COUNTY OF BEAUFORT)

IN RE: Meadowbrook at Old Carolina Homeowner's Association, Inc.

The attached document is being recorded to comply with the South Carolina Homeowners Association Act, Title 27, Chapter 30, Section 110, et. seq., South Carolina Code of Laws (1976), as amended.

Meadowbrook at Old Carolina Homeowner's Association, Inc.



By _____

CORY E WILSON

(Printed name)

Its: President

SWORN TO BEFORE ME THIS

9th day of January, 2019



Notary Public for South Carolina

My commission expires 10/22/28

BEAUFORT COUNTY SC - ROD
BK 3729 Pgs 2048-2056
FILE NUM 2019002229
01/10/2019 04:44:50 PM
REC'D BY J. Jenkins RCP# 917866
RECORDING FEES \$15.00

**BYLAWS OF
MEADOWBROOK AT OLD CAROLINA
HOMEOWNERS' ASSOCIATION, INC.**

These Bylaws, adopted this ___ day of February 2004, shall govern the operation of Meadowbrook at Old Carolina Homeowner's Association, Inc.

1. ESTABLISHMENT OF ASSOCIATION AND APPLICABILITY OF BYLAWS

- (a) Association. In conjunction with the development of the Meadowbrook at Old Carolina subdivision, as shown on that certain plat recorded in the Beaufort County Register of Deeds Office in Book 81 at Page 67 ("Property"), a South Carolina nonprofit corporation known as Meadowbrook at Old Carolina Homeowner's Association, Inc. has been formed ("Association"). The Association shall be responsible for the administration of Meadowbrook at Old Carolina pursuant to these Bylaws. The offices of the Association shall be located at _____, South Carolina _____, or such other place subsequently designated by the Board of Directors of the Association.
- (b) Bylaws Applicability. The provisions of these Bylaws are applicable to the Association. All capitalized terms used herein and not otherwise defined shall have the meanings defined in that certain Declaration of Covenants, Conditions and Restrictions Carolina Estates, dated July 26, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1316 at Page 2286, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions Carolina Estates, dated December 5, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1360 at Page 2283, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions Carolina Estates, dated February 28, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1391 at Page 1084, and as may be further amended from time to time ("Declaration").
- (c) Personal Application. All present or future Owners, Occupants, their guest and invitees, or any other person who might use the Property in any manner, are subject to these Bylaws as they may be amended from time to time. The acquisition, rental, or act of occupancy of any portion of the Property will signify that these Bylaws and any authorized amendments hereto are accepted and ratified and will be complied with by the Owner, Occupant, their guests or invitees.

2. VOTING, QUORUM, PROXIES

- (a) Eligibility. Any Owner is deemed to have consented to be a Member of the Association. There shall be one membership for each Lot or Dwelling owned. Transfer of ownership of a Lot or Dwelling, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall be vested in the transferee. If ownership of any Lot or Dwelling is vested in more than one Owner, all of said Owners of such Lot or Dwelling shall agree upon the designation of one of the Owners to act as a Member of the Association. If ownership of any Lot or Dwelling is vested in a corporation, partnership, limited liability company, or other entity, said entity must designate one individual to act as a Member of the Association.
- (b) Voting. Each Member shall have Association votes equal to the number of Lots or Dwellings owned by the Member.
- (c) Quorum. The presence in person or by proxy of fifty-one percent (51%) of the Members at any meeting shall constitute a quorum. If the required quorum is not present at a meeting, the meeting shall be adjourned and a second meeting shall be called, subject to the giving of proper notice. The required quorum at such second meeting shall be the presence in person or by proxy of twenty-five percent (25%) of the Members. In the event the required quorum is not present at the second meeting, the meeting shall be adjourned and a third meeting shall be called, subject to the giving of proper notice. The quorum requirement for such third meeting shall be the presence in person or by proxy of one percent (10%) of the Members.

- (d) Proxies. Member votes may be cast in person or by proxy. Appointment of proxies must be filed in writing with the Secretary of the Association before the appointed time of each meeting and may be revoked at any time by the Member notifying the Secretary in writing of such revocation.
- (e) Voting Of Members. The vote of a majority of the Members represented in person or by appointment of proxy at any meeting in which meets a quorum is present shall be binding upon all Owners for all purposes except where in the Declaration, these Bylaws, or by law, a higher percentage vote is required.

3. MEETINGS AND NOTICES

- (a) Place Of Meetings. All meetings of the Association shall be at the offices of the Association, or at such other place designated by the Board of Directors or Management Agent and stated in the notice of meeting.
- (b) Annual Meetings. The Association shall hold its annual meeting during October or at such other date as the decided by the Board or the Members from time to time. At the annual meetings the Owners shall elect Directors to the Board. Additionally, there shall be a report by the Association officers on the activities and financial condition of the Association, and the Board shall present the Association's budget to the Members for the following year. The Members may also transact such other business of the Association as may properly come before them.
- (c) Special Meetings. The Secretary shall call a special meeting of the Members as directed by:
 - i) Resolution of the Board of Directors;
 - ii) Request by a majority of the Directors;
 - iii) Petition signed and submitted by five percent (5%) of the Members.

No business shall be transacted at a special meeting except as stated in the notice of such special meeting. If an Member intends to raise a matter at a special meeting, said Member shall submit such request in writing to the Secretary or President at least ten (10) days before the date notice is to be mailed to the Members in order for such matter to be included in the notice of the special meeting.

- (d) Notice Of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, to each Member of record at least fifteen (15), but not more than sixty (60) days prior to such meeting. The mailing of a notice shall be by first class mail and all such notices shall be mailed at the same time and in the same manner. The date preceding the date of such mailing shall be the record date for determining the Members entitled to such notice. The notice of meeting shall include any matters the Members intend to raise at the meeting if a proper request setting forth such matters is submitted to the Secretary or President in writing at least ten (10) days prior to notice being mailed.
- (e) Order Of Business. The order of business at all annual meetings of the Association shall be as follows:
 - i) Call to Order.
 - ii) Proof of Notice of Meeting or Waiver of Notice.
 - iii) Reading of Minutes of Preceding Meeting.
 - iv) Budget Presentation.
 - v) Reports of Committees.
 - vi) Election of Directors.
 - vii) New Business.
 - viii) IRS Resolution.
 - ix) Adjournment

The order of business at a special meeting of the Association shall include items (i) and (ii) above, and thereafter, the agenda shall consist of the items specified in the notice of the special meeting.

- (f) Action By Written Consent. Whenever the vote of Members at a meeting is required or permitted by these Bylaws to be taken in connection with action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote consent in writing to such action being taken. Notice of such action shall be given to all Members, unless all Members participated in the approval of such action.
- (g) Waiver And Consent. Any Member may waive any notice of meeting required by these Bylaws if the waiver is submitted in writing, signed by the Member entitled to notice, and delivered to the Association by the date of the meeting. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless at the beginning of the meeting such Member objects to holding the meeting or transacting business at the meeting. Further, a Member's attendance at a meeting waives objection to considerations of a particular matter at the meeting that is not within the purpose described in the notice for the meeting, unless the Member objects to the consideration of the matter at the time when it is presented at the meeting.
- (h) Membership List. After any notice of meeting has been mailed, the Secretary or Treasurer shall prepare a complete list of Members of the Association as of the record date established by such mailing. This Membership list shall list the Members and shall include the addresses and number of votes each Member is entitled to vote at the meeting. Such list shall be maintained in the office of the Association beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting.

4. BOARD OF DIRECTORS

- (a) Number And Qualification. A Board of Directors ("Board"), comprised of three (3) Members or Spouses of Members, shall govern the affairs of the Association. At an initial organizational meeting, the Members shall designate the first Board. These appointments will continue until the first annual meeting of the Association. The initial term of office for two (2) of these directors shall be fixed at two (2) years, and the term of office of the third director shall be fixed at one (1) year. At the expiration of the initial term of office of each director of the Board, a successor shall be elected to serve a term of two (2) years. The directors of the Board shall hold office until their successors have been elected and hold their first meeting.
- (b) Vacancies. Vacancies on the Board caused by reason other than the removal of a director by vote of the Members shall be filled by vote of the majority of the remaining directors. Each person so elected shall serve on the Board until a successor is elected at the next meeting of the Association. If a quorum cannot be achieved due to vacancies on the Board, only a majority of the remaining Board shall be required to elect successor directors.
- (c) Removal Of Director. At any annual or special meeting of the Association, any director may be removed with or without cause by a majority of Members and a successor may then be elected to fill the vacancy. Any director whose removal has been proposed to the Association shall be given an opportunity to be heard at the meeting. If a director ceases to be a Member, said director shall either resign or be removed by the Board. Notwithstanding any other provision contained herein, any director may be removed by the Members at a meeting only if one of the purposes stated in the notice of meeting is the removal of said director. Notwithstanding the preceding, any director may be removed by the Board by a vote of the majority of the directors then serving at any duly organized Board meeting.
- (d) General Powers And Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association.
- (e) Specific Powers And Duties. In addition to the general powers referenced above, the Board shall be responsible for the following:
- i) Care and upkeep of the Common Property, as defined in the Declaration.
 - ii) Establishment of the annual budget, a proposal of which shall be available to all Members at least

- fifteen (15) days in advance of the Association's annual meeting. The Association, at the annual meeting or a special meeting, may modify the budget by a majority vote of the Members present at such meeting, in person or by proxy.
- iii) Establishment and maintenance with the annual budget of the Association an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Property.
 - iv) Employment, dismissal and control of the Management Agent and any other personnel necessary for the maintenance and operation of the Common Property.
 - v) Collection of all assessments, fines, and fees from the Members.
 - vi) Obtaining of insurance for the Common Property.
 - vii) Granting or relocation of easements that are not inconsistent with the Owners' full use and enjoyment of the Common Property.
 - viii) Making, or causing to be made, any repairs, restorations, additions, improvements and/or alterations to the Common Property deemed necessary or desirable by the Board and/or the Members.
 - ix) Making available for inspection these Bylaws, other rules or regulations pertaining to the Association, and the books, records and financial statements of the Association, upon request during normal working hours or under other reasonable circumstances by any Owners or the holders, insurers or guarantors of any first mortgage on any Lot.
 - x) Adopting and implementing a policy regarding resale of Lots, the purpose of which shall be to assist Owners by providing timely information to prospective buyers while not burdening the Association financially.
- (f) Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Regular meetings of the Board do not require notice to directors.
- (g) Special Meetings. Special meetings of the Board may be called by the President or a majority of the Board, on three (3) days' prior notice to each director, given personally, by mail, or facsimile, which notice shall state the time, place, and the purpose or purposes of the meeting.
- (h) Waiver Of Notice. Before or at any meeting of the Board, a director may waive in writing notice of such meeting. Attendance or participation by a director at any meeting of the Board shall constitute a waiver of notice. If all directors are present at a meeting of the Board, no notice shall be required.
- (i) Action Without A Meeting. Actions of the Board may be taken without a meeting if the action is taken by all directors of the Board and evidenced by one or more written consents describing the action taken, signed by each director, and included in the corporate records of the Association.
- (j) Board Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business. Actions and resolutions approved by a vote of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. Directors may participate in a regular or special meeting by, or conduct the meeting through any means of communication by which all directors participating may hear each other simultaneously during the meeting, and directors so participating by this means shall be deemed to be present in person at the meeting. If at any meeting of the Board there is less than a quorum present, the majority of the directors present may adjourn the meeting to another time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice so long a quorum requirements are satisfied. Proxies shall not be available for either a Board quorum or for voting purposes.
- (k) Fidelity Bonds. The Board may require that any Management Agent, officers or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The Association shall pay the premiums on such bonds.
- (l) Compensation. No director shall receive any compensation from the Association. However, a director may be reimbursed for actual expenses incurred in the performance of his or her duties.

- (m) Liability Of The Board Of Directors. Except as required under the laws of South Carolina, the directors shall not be liable to the Owners or Members for any mistake of judgment, negligence, or otherwise, except for willful misconduct. To the extent permitted under the laws of South Carolina, the Owners and Members shall indemnify and hold harmless the Board against all contractual liability to others arising out of contracts entered into by the Board on behalf of the Association, unless any such contract is contrary to the provisions of the Declaration or these Bylaws.

5. OFFICERS

- (a) Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer and Assistant Secretary, and such other officers as, in their judgment, may be necessary. One person may hold more than one office but may not act in more than one capacity in those instances where, by law or otherwise, two officers are required to act.
- (b) Election Of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold their offices at the pleasure of the Board.
- (c) Removal Of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. No officer shall continue to serve as such if he or she shall cease to be a Member or spouse of a Member.
- (d) Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the office.
- (e) President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of President of an incorporated nonprofit Association, including but not limited to, the power to appoint committees from among the Members as appropriate to assist in the conduct of the affairs of the Association. The President shall sign all leases, mortgages, deeds and other written contracts and instruments and shall co-sign all checks and promissory notes along with the Treasurer, and perform all of the duties delegated to the office from time to time by the Board of Directors.
- (f) Vice President. The Vice President shall take the place of the President and perform the President's duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other director of the Board to perform such duties on an interim basis. The Vice President shall also perform other duties as requested by the Board.
- (g) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of the record books and papers of the Association and shall authenticate the records of the Association.
- (h) Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall co-sign all checks and promissory notes along with the President.
- (i) Management Agent. The Board may retain a Management Agent to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in this paragraph 4(e) hereof. The terms of any contract with the Management Agent shall be reasonable with regard to compensation and duration, and shall contain reasonable provisions regarding the right of the Association to terminate said contract.

6. NOTICES

Whenever, under the provisions of the Declaration or these Bylaws, notice is required to be given to the Board of Directors, the Management Agent or a Member, it shall not be construed to require personal notice; but such notice may be given in writing, by first class, certified or registered mail, by depositing the same in a post office or letter box, in a postpaid sealed envelope, addressed to the Board, the Management Agent or the Member, at such address as appears on the books and records of the Association. Notice shall be deemed given as of the date of mailing.

7. OBLIGATIONS OF THE OWNERS

- (a) Assessments For Common Expenses. All Owners shall be obligated to pay the Assessments imposed by the Association and to meet all Association expenses for upkeep and maintenance of Common Property as set forth in the Declaration.
- (b) Assessments To Remain In Effect Until New Assessments Made. The omission by the Board before the expiration of any year to fix the Assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of the Declaration and Bylaws or a release of any Owner from the obligation to pay Assessments, or an installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed by the Board at a duly held Board meeting.
- (c) Records. The Management Agent or Board shall keep detailed records of the receipts and expenditures affecting the Common Property and any other Association expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Members during reasonable business hours.
- (d) Default In Payment Of Common Charges. The Board shall take prompt action to collect any Assessment due from an Owner that remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Owner in paying Assessments, such Owner shall be obligated to pay interest, late charges and collection charges as set forth in the Declaration.
- (e) Statement Of Assessments. When requested in writing, the Board shall promptly provide any purchaser, Owner, mortgagee or prospective mortgagee of a Lot or Dwelling with a written statement of all unpaid Assessments due from the Owner of said Lot or Dwelling for a reasonable fee. A purchaser's or mortgagee's liability for any such unpaid Assessment shall be limited to the Assessment amount as set forth in the statement. Any mortgagee holding a lien on a Lot or Dwelling may pay any unpaid Assessments payable with respect to such Lot or Dwelling and upon such payment shall have a lien on such Lot or Dwelling for the amounts paid with the same priority as the lien of such mortgagee's original encumbrance. Any mortgagee holding mortgages on more than five (5) Lots and/or Dwellings shall be entitled, upon request, to receive a statement of account on said Lots and/or Dwellings securing all of said mortgages once each calendar year without any fee or charge.
- (f) Statement Upon Resale. No Owner shall convey or sell a Lot or Dwelling unless and until all unpaid Assessments against the Lot or Dwelling shall have been paid. Such unpaid Assessments, however, may be paid out of the proceeds from the sale of such Lot or Dwelling, or by the Owner's grantee. Upon the written request of an Owner or the Owner's prospective purchaser, the Board or the Management Agent shall furnish a written statement of the unpaid Assessments due from such Owner for a reasonable fee, which shall be conclusive evidence as to the status of payment of Assessments by such Owner as of the date of such statement. Further, the Association shall undertake to provide copies of the Declaration, these Bylaws, or other materials regarding the Association upon the written request of an Owner in connection with the sale of a Lot or Dwelling. The Board may charge a reasonable fee for the issuance of Assessment statements and Association materials.

- (g) Maintenance And Repair. All maintenance, repair and replacement to the Common Property shall be made by the Board or its agent and shall be charged to all the Owners as Common Expenses, excepting to the extent that the same may be necessitated by the negligence, misuse or neglect of an Owner, in which case the expense shall be charged to such Owner.
- (h) Rules and Regulations. As set forth in Article V, Section 12 of the Declaration, the Board shall establish such other reasonable rules as may be necessary or desirable to regulate the permissible uses of the Common Property for the enjoyment and safety of the Owners. Pursuant to such authority, the Board may from time to time adopt, modify, or revoke, in whole or in part, any such rules governing the conduct of persons on the Property. Such rules and regulations, and every amendment, modification, or revocation thereof, shall be provided to each Owner by hand delivery or first class mail at the last registered address of the Owner, and shall be binding upon all Owners and occupants of a Lot or Dwelling. Any amendment, modification or revocation of such rules shall not be considered a Bylaw amendment.
- (i) Abatement And Enforcement Of Violations By Owners. The violation or breach of any rule established by the Board or of any provision of the Declaration or these Bylaws shall give the Board the right, in addition to any other rights set forth in these Bylaws:
- i) To enter the Lot or Dwelling in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or occupant, any structure, thing or condition, that may exist therein which is contrary to the intent and meaning of the provisions hereof; and the Board shall not thereby be deemed guilty in any manner of trespass; or
 - ii) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach and to recover the cost of such enforcement, including attorneys' fees; and until such expense is recovered, it shall be a lien upon said Lot and/or Dwelling which lien shall be inferior to the lien of all prior mortgages.
- (j) Fiscal Year. The Board of Directors shall determine the fiscal year for the Association.

8. INSURANCE

The Board of Directors shall be required to obtain and maintain insurance policies covering the Common Property without prejudice of the right of any Owner to obtain additional individual insurance policies at his or her own expense.

9. MORTGAGES

- (a) Notice To Board. Any Owner who mortgages a Lot or Dwelling shall notify the Board of the name and address of the Mortgagee. The Association shall maintain such mortgagee information.
- (b) Statements To Mortgagee. Upon written request to the Association from any mortgagee of which it has notice as herein provided, the Board shall supply such mortgagee with a reasonably current financial statement of the Association within a reasonable time of such request.

10. AMENDMENTS

These Bylaws may be amended by the Members at any meeting following notice to the Members in which one of the stated purposes of the meeting is to consider the adoption, amendment, or repeal of the Bylaws.

11. MISCELLANEOUS MATTERS

- (a) Number. When the context requires, the use of the singular includes the plural.
- (b) Definitions. The definitions contained in the Declaration apply to these Bylaws.

- (c) Execution Of Documents. The President and either the Vice President or Secretary are responsible for preparing, executing, and filing amendments to the Bylaws, and shall be authorized to execute any other document the Association may from time to time be required to execute.
- (d) Captions. The captions contained in these Bylaws are inserted as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of the Bylaws.
- (e) Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.
- (f) Conflict. These Bylaws are set forth to comply with the requirements of the South Carolina Non-Profit Corporation Act of 1994, and may be amended from time to time. In the event of any conflict between these Bylaws and the provisions of such statutes or the Declaration, the provisions of such statutes or the Declaration, as the case may be, shall control.
- (g) Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violations or breaches thereof which may occur.