

**BY-LAWS  
OF  
RIVERTON POINTE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
IDENTITY**

The following By-Laws shall govern the operation of the Riverton Pointe Property Owners Association, Inc.

Section 1.01. Name. The name of the corporation is the Riverton Pointe Property Owners Association, Inc., a mutual benefit, nonprofit corporation (hereinafter referred to as the "Association") organized and existing under the laws of the State of South Carolina.

Section 1.02. Offices of the Association. The offices of the Club shall initially be at the offices of Toll SC III, L.P. (hereinafter referred to as the "Declarant") at 2 Hampton Hall Boulevard, Bluffton, SC 29910 or at such other place as may be subsequently designated by the Board of Directors of the Club.

Section 1.03. The seal of the Association shall bear the name of the Association, the words "South Carolina," the words "nonprofit corporation" and the year of incorporation.

**ARTICLE II  
DEFINITIONS**

Section 2.01. General. All terms used herein and not otherwise defined shall have the meaning ascribed to them in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverton Pointe, dated November 4, 2021, and recorded in Book 1090, Page 1724, in the Office of the Register of Deeds for Jasper County, South Carolina ("Declaration"), certain provisions of which Declaration may be repeated in full or in part and may be renumbered from as they appear in the Declaration.

**ARTICLE III  
MEMBERSHIP AND VOTING PROVISIONS**

Section 3.01. Membership. The Declarant and every Person acquiring title to a Homesite or Dwelling Unit at Riverton Pointe (subject to the provisions hereinafter or in the Declaration relating to multiple or joint ownership) shall be a

member ("Member") of the Association (the collective body of all Members being referred to as the "Membership"); provided, however, that any such person or entity holding title or interest in a Homesite or Dwelling Unit merely as a security for performance of an obligation shall not be a Member of the Association.

Section 3.02. Voting Rights. Voting Rights are established as set forth in Article VIII of the Declaration. The "total vote of the Membership" shall mean the combined total votes of the Class "A" Members and the Class "B" Members as set forth in Article VIII of the Declaration.

Section 3.03. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. Except as otherwise set forth in the Declaration, the quorum required for any action that is subject to a vote of the Members at any regular or special meeting shall be as follows:

On the original date that a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, (i) the presence at the meeting of Class A Members and/or proxies entitled to cast twenty percent (20%) of the total vote of the Class A Membership and, until the Class "B" Membership terminates, as provided for herein, the presence of a representative of the Class "B" Member, shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, the meeting, or portion thereof shall be adjourned and a second meeting shall be called subject to the giving of proper notice under the provisions of Article IV, Section 4.04 hereof, and the required quorum at such meeting shall be the presence of Class A Members and/or proxies entitled to cast ten percent (10%) of the total vote of the Class A Membership and, until the Class "B" Membership terminates, as provided for herein, the presence of a representative of the Class "B" Member. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided herein or in the Declaration, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by

this Section 3.03, and any other requirements for such "duly called meeting".

Section 3.04. Proxies. Votes may be cast in person or by proxy. All Members of the Association as of the date of any applicable meeting may vote and transact business in person or by proxy meeting the requirements as hereinafter set forth. Any proxy that fails to meet the requirements hereinafter set forth shall be invalid and automatically void.

Every proxy shall be (i) in writing specifying the Member (and the Homesite or Dwelling Unit) for which it is given, (ii) signed by the Member, or such Member's duly authorized attorney-in-fact with adequate proof of such authority attached (iii) dated, and (iv) filed with (and actually received by) the Association's Secretary prior to the meeting for which it is to be effective. When more than one Person owns a Homesite or Dwelling Unit, the Member must sign the proxy for the proxy to be valid. Every proxy shall be revocable and shall automatically cease upon: (i) conveyance of a Homesite or Dwelling Unit for which it was given, or (ii) receipt by the Secretary of the Association prior to the applicable meeting of written revocation of such proxy by the Member who gave the proxy or, in the case of a natural person, the death or judicially declared incompetence prior to the applicable meeting of the Member who gave the proxy, or (iii) the earlier of any date set forth in the proxy concerning its term or six months from the date of the proxy.

Section 3.05. Majority Vote. At a meeting at which a quorum is present, the vote of a majority (i.e., more than 50%) of the Class A Members present at the meeting, who are entitled to vote, shall be binding upon all Members for all purposes except when the Declaration, these By-Laws, or the laws of South Carolina require a higher percentage and except when the written consent of the Class "B" Member or the Declarant is also required under the Declaration.

#### **ARTICLE IV** **MEETING OF THE MEMBERSHIP**

Section 4.01. Place. All meetings, annual and special, of the Association Membership shall be held at the office of the Association, or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.



Section 4.02. Record Date. The Board of Directors shall fix a record date for determining Members entitled to notice of each annual or special meeting. Such record date shall be at least ten (10) but not more than sixty (60) days before the meeting. Notwithstanding whether a Person shall have received notice, a Person who is not a Member of the Association as of the date of the applicable meeting shall not be entitled to vote and all Members who can prove Membership in the Association as of the date of the applicable meeting may appear and vote whether or not such Person received notice of the meeting.

Section 4.03. Membership List. After a record date for a notice of a meeting has been fixed by the Board of Directors, a complete list of Members of the Association as of such record date shall be prepared by the Secretary. This Membership list shall list the Members including classification of Homesite (i.e., improved or unimproved) or Dwelling Unit 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. It shall be up to any Member who is not on the list to provide adequate evidence to the Secretary of the Association that such Person is a Member as of the date of the meeting and entitled to vote.

Section 4.04. Notices. Except as otherwise provided in the Declaration or these By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least ten (10) days (but not more than thirty (30) days) before such meeting to each Member entitled to vote thereat, to the Homesite or Dwelling of the Member (or such other address as designated by the Member and received by the Association as set forth in Section 15.04 hereafter). If permitted, notice of all meetings shall also be posted in a conspicuous, prominent place within the community. Any person who becomes a Member following the record date shall be deemed to have been given notice if notice was sent to his predecessor-in-title (regardless of the address that may have been designated by such predecessor). Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No other business may be conducted at a special meeting except as specifically stated in the notice. When mailed, the notice of meeting shall



be deemed delivered three (3) days following the date deposited into the mail with postage prepaid. Failure of a Member to actually receive any such notice shall not affect the validity of any action taken at the applicable meeting.

Section 4.05. Quorum. The presence at the meeting of Members entitled to cast, or the proxies entitled to cast the number of votes as set forth in Section 3.03 above shall constitute a quorum for any action except as otherwise provided in the Association's Articles of Incorporation, the Declaration, or these By-Laws.

Section 4.06. Annual Meeting. The annual meeting shall be held on the 1<sup>st</sup> Friday of December of each year at such time as fixed by the Board of Directors or such other day as the Board of Directors may determine for the purpose of electing directors and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next business day following such holiday. Subject to the right of the Declarant to appoint all directors as long as there is a Class "B" Membership, after the Turnover Date the Members at each annual meeting shall elect new directors of the Board of Directors in accordance with Article V of these By-Laws, and shall transact such other business as may properly be brought before the meeting. As long as Declarant is the Class "B" Member and has the right to appoint all directors of the Board, no notice of annual meeting need be given to the Membership if the only order of business is the designation of directors of the Board by Declarant.

Section 4.07. Special Meetings. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Association Members holding fifteen percent (15%) or more of the total vote of the Class A Membership, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

Section 4.08. Waiver of Notice. Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may waive in writing notice of any meeting of the Members, either before or after such meeting. Attendance at any meeting by a Member shall be deemed a waiver by such Member of

notice of the time, date, and place thereof unless such Member specifically objects to lack of proper notice at the time the meeting is called to order and does not thereafter vote for or assent to the objected action.

Section 4.09. Adjourned Meetings. If any meeting of the Members cannot be organized or convened because a quorum does not exist, then the Members entitled to vote thereat or the person initially calling the meeting shall have the power to adjourn the meeting and to call a second meeting subject to the giving of proper notice. Except as otherwise set forth in the Declaration, the required quorum at such second meeting shall be the presence of Members or proxies entitled to cast votes of the Membership of the Association as set forth in Section 3.03 above. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called in the same manner as the second meeting subject to the giving of proper notice and there shall be no quorum requirement for such third meeting.

## **ARTICLE V** **DIRECTORS**

Section 5.01. Composition of the Board of Directors. Subject to the provisions of the Articles of Incorporation of the Association and the Declaration, the Association shall be governed by a Board of Directors composed of at least three (3) people but no more than seven (7) people. Each director shall have one vote. Initially, the Board shall consist of three (3) members and shall remain at three (3) people as long as there is a Class "B" Member. The Declarant shall be entitled to appoint all three directors as long as there is a Class "B" Membership. Upon termination of the Class "B" Membership, the Board of Directors shall automatically increase to five (5) persons with the number in subsequent years to remain at five (5) persons unless the Membership elects to expand the Board to seven (7) members.

Section 5.02. Qualifications and Selection of Board Members. As long as there is a Class "B" Member, any person (including officers, employees, and agents of Declarant) may be appointed a director by Declarant whether or not such person is an Owner of a Homesite or Dwelling Unit. Once there is no longer a Class "B" Member, the persons elected to the Board of Directors must be Members of the Association. For purposes of this Section 5.02 only, the officers, directors, partners, or members, as applicable, of a Member that is an entity shall be



eligible to serve as a director herein but no more than one of such parties may serve as director at the same time.

Section 5.03. Term of Office. The initial members of the Board of Directors shall be appointed by the Declarant and shall hold office for a term lasting until the first annual meeting. As long as there is a Class "B" Member, all directors appointed at annual meetings shall be appointed by the Class "B" Member and shall serve for a one-year term. Once the Class "B" Membership has terminated, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect directors to fill the expiring terms for a term of two (2) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting. Any and all of said Board members shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 5.05 of this Article.

Section 5.04. Removal. As long as there is a Class "B" Membership, the Declarant may remove a Director at any time. Upon termination of the Class "B" Membership, any Director may be removed from the Board, with or without cause, by affirmative vote of Members, whether in person or by proxy, holding at least 51% of the votes of the Membership at a meeting with proper quorum called for the purpose of removing the Director, provided the notice of the meeting stated that this was the purpose, or one of the purposes, of the meeting. A successor may then and there be elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5.05 below.

Section 5.05. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a replacement shall be appointed by the Declarant as long as there is a Class "B" Membership, or if there is no Class "B" Membership at such time, a majority of the remaining members of the Board of Directors, even if less than a quorum as defined in Section 5.13 below, shall choose a successor or successors, who shall hold office until the next annual meeting of the Membership at which time a successor shall be elected for the remaining unexpired term.

Section 5.06. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. No director shall continue to serve on the Board of Directors should he/she be more than thirty (30) days delinquent in the payment as a Member of any assessment against his/her/its Homesite or Dwelling Unit; and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 5.07. Nomination. Appointment of all persons to the Board of Directors, including the initial Board, shall be made by the Declarant as long as Declarant is the Class "B" Member. Upon termination of the Class "B" Membership, the nomination of persons to be up for election to the Board of Directors shall be made by a nominating committee. The nominating committee shall be appointed by the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association who shall not be members of the Board of Directors. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may also be made by a petition of not less than twenty-five (25) Members in good standing submitting such nomination in writing to any officer or director at least seventy-two (72) hours prior to the date and time set for the meeting at which the directors will be elected. Such nominations may be made only from among Members and shall be made in such categories of directorship as required by the provisions of Section 5.03 of these By-Laws.

Section 5.08. Election of Directors. Upon expiration of the Class "B" Membership, election to the Board of Directors shall be by secret written ballot of the Membership and the number of directors shall automatically be increased to five (5) persons. Thereafter, the number of directors shall remain at five (5) persons unless the Membership otherwise votes to expand the number of Directors. At each election of directors after termination of the Class "B" Membership, the Members (or their proxies) may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the



Declaration and these By-Laws. There shall be no cumulative voting. The persons receiving the largest number of votes for each category of directorship shall be elected.

Section 5.09. Regular Meetings. The Board of Directors may establish a schedule of regular meetings of the Board to be held at such time and place as the Board may designate. At the option of the Board, notice of all Board meetings may be posted in a conspicuous, prominent place within the community. Notice of such regular meetings shall nevertheless be given to each director personally or by first-class mail, telephone or facsimile at least five (5) days prior to the day named for such meeting. The Board shall hear, vote on and otherwise resolve matters relating to the Association. The members of the Board shall elect a member of the Board to act as Chairman of the Board. Subject to actions that take place pursuant to Section 5.11 below, all meetings of the Board of Directors, including special meetings, shall be open to all Owners subject to such space as is available at the normal meeting place and provided that no such Owner shall be entitled to participate in any way except as specifically allowed by the Board in its discretion.

Section 5.10. Special Meetings. Special meetings of the Board may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving at least five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 5.11. Action Without a Meeting. Action required or permitted by law, the Association's Articles, the Declaration, or these By-Laws, may be taken without a meeting if the action is taken by all members of the Board and evidenced by one or more consents describing the action taken, signed by each director on the Board, and included in the minutes filed in the corporate records reflecting the action taken.

Section 5.12. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. The waiver must be in writing, signed by the director entitled to notice, and filed with the minutes or the corporate records. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof unless the director, upon

arriving at the meeting or prior to the vote on a matter not noticed in conformity with these By-Laws, objects to lack of notice and does not thereafter vote for or assent to the objected action.

Section 5.13. Quorum. At all meetings of the Board of Directors, a majority of the members of the Board shall constitute a quorum for the transaction of business relating to Association. The acts of the majority of the members of the Board present at such meetings at which a quorum is present relating to Association matters shall be the acts of the entire Board, unless the vote of a greater number of Directors is required by the Articles, these By-Laws, the Declaration, or by law. If at any meeting of the Board there be less than a quorum present, those present may adjourn the meeting from time to time. For each such adjourned meeting, any business that may have been transacted at the meeting as originally scheduled may be transacted without further notice when the meeting is reconvened with a quorum present. The joinder of a director in the action of a meeting of the Board by the signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 5.14. Attendance by Electronic Means. Directors may participate in any regular or special meeting of the Board by any means of communication by which all directors participating may hear each other simultaneously during the meeting. The director so participating shall be deemed to be present in person at the meeting.

Section 5.15. Compensation. No directors of the Board shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his/her actual reasonable expenses incurred in the performance of his/her duties.

Section 5.16. Powers Of Board. The Board of the Association shall have all powers necessary for the administration of the affairs of the Association, for performing the responsibilities of the Association with respect to the Association Members and Common Property, and for exercising the rights of the Association with respect to Common Property and Members as allowed under law or as set out in the Declaration and/or these By-Laws. The Board may do or cause to be done all acts and things with respect to the Association Members and/or the Common Property as set forth in the Declaration, the Association's Articles of Incorporation, or these By-Laws or as



allowed under South Carolina law, except those acts or things which the Declaration, the Articles, these By-Laws, or South Carolina law require to be done and exercised exclusively by the Association Membership. These powers of the members of the Board shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration, in the Association's Articles of Incorporation, in these By-Laws, and all powers incidental thereto relating to the Common Property, and the Association Membership.

(b) To make assessments, dues, fees, and other charges, collect said assessments, dues, fees, and other charges and use and expend the assessments, dues, fees, and other charges to carry out the purposes and powers of the Association with respect to the Association Members, and the Common Property.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Association and the Common Property, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend rules and regulations respecting the operation and use of the Common Property.

(e) To contract for the management of the affairs of the Association, its Common Property (including property designated by Declarant to become Common Property), to delegate to such contractor such powers and duties of the Association as the Board shall decide to delegate with respect to the affairs of the Association and its Common Property, except those that are required by the Declaration to have approval of the Board or the Members.

(f) To make further improvements to the Common Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements, subject to

provisions of the Declaration, this Association's Articles of Incorporation and these By-Laws.

(g) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association Members and/or the Common Property. Each such committee shall consist of at least two (2) people. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

(h) To borrow money to meet the financial needs of the Common Property and to mortgage the Common Property and to pledge revenues of the Association as security for any loans made to the Association, the proceeds of which loan shall be used by the Association in performing its authorized functions with respect to the Association and the Common Property.

(i) The foregoing powers shall be exercised by the Board of Directors and/or its agents, contractors, and employees without any approval being required from the Members unless such approval of the Members is specifically required by these Bylaws or the Declaration.

Section 5.17. Duties of the Board. The duties of the Board shall specifically include, but shall not be limited to the duties imposed upon it by law, by the Declaration and the following:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members holding at least 51% of the total votes of the Membership.

(b) To supervise all officers, agents and employees of the Association with respect to the affairs of the Association, and its Common Property, and to see that their duties are properly performed.



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

(i) fix the amount of the annual assessments and other charges against each Association Member as required in the Declaration by such time as required in the Declaration;

(ii) send written notice of each assessment to every Association Member subject thereto as soon as practicable after the fixing hereof; and

(iii) enforce the lien rights against any Homesite or Dwelling Unit of an Association Member for which assessments, dues, fees, and other charges are not paid within the time periods as set forth in the Declaration, and/or to bring an action at law against the Association Member personally obligated to pay the same.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Association Member assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment with respect to any third parties relying thereon but shall not be relevant or binding as to the Association Member who has a personal obligation to pay such assessment.

(e) To procure and maintain adequate liability and hazard insurance on the Common Property of the Association in the form and amount required by the Declaration or as deemed necessary by the Board.

(f) To cause, in its sole discretion, all officers, employees, agents, or contract entities of the Association having fiscal responsibilities with respect to the Association affairs and its Common Property to be bonded, with fidelity bonds in the form and amount required by the Association, and to require the Association to pay the premium on such bonds.

(g) To cause the Common Property to be adequately maintained.

(h) To prepare, review, and amend, if appropriate, the proposed annual budget for the Association.

Section 5.18. Liability of the Board of Directors; Indemnification. Except as required under the laws of the State of South Carolina, the Board shall be indemnified pursuant to Section 33-31-850, et seq. of the South Carolina Nonprofit Corporation Act of 1994, as the same may be amended, if the director conducted himself in good faith and reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the best interests of the Association. In all other cases, a director will be indemnified if his conduct was at least not opposed to the best interests of the Association. In the case of a criminal proceeding, the director will be indemnified if he had no reasonable cause to believe his conduct was unlawful. Directors shall not be liable to the Members or the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. To the extent permitted under the laws of the State of South Carolina, the Association shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made on behalf of the Association unless any such contract shall have been made in bad faith or was clearly contrary to the provisions of the Declaration, of these By-Laws, or of applicable law. It is intended that that members of the Board and any managing agent or management firm, shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self-dealing for the Association to contract with corporations owned or controlled, or affiliated with, members of the Board. The indemnification of members of the Board by the Association shall be limited to assessments and other charges received from the Association Members.

## **ARTICLE VI**

### **OFFICERS**

Section 6.01. Elective Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers



as the Board may from time to time by resolution create. One person may hold more than one of the aforementioned offices. While there is a Class "B" Membership, officers may be employees and/or agents of the Declarant. No officer need be an Owner. The President shall be selected from the members of the Board. Officers shall not be compensated by the Association unless the Board otherwise decides and officers shall be reimbursed for all actual reasonable expenses authorized by the Board and in line with the budget of the Association. Officers shall take directions from the Board on matters relating to the Association affairs. To the extent permitted under the laws of the State of South Carolina, the Association shall indemnify and hold harmless each officer against all liability while acting on behalf of the Association unless such acts are made in bad faith or are contrary to law.

Section 6.02. Election of Officers. As long as there is a Class "B" Member, all officers shall be nominated by Declarant and elected by the Board. After the Turnover Date, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 6.03. Appointive Officers. The Declarant as long as it is the Class "B" Member may nominate Persons for appointment by the Board as Assistant Secretaries and Assistant Treasurers and 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 of Directors may from time-to-time determine. Upon expiration of the Class "B" Membership, the Board may appoint Persons as Assistant Secretaries and Assistant Treasurers and 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 of Directors may from time-to-time determine.

Section 6.04. Resignation and Removal. As long as there is a Class "B" Membership, any officer may be removed from office at any time with or without cause by the Declarant and thereafter by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance and/or acknowledgement of acceptance of such resignation shall not be necessary to make it effective.

Section 6.05. Vacancies. A vacancy in any office shall be filled by appointment by the Declarant as long as there is a Class "B" Membership and thereafter by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.06. The President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association Members. The President shall have executive powers and general supervision over the affairs of the Association and other officers and shall see that orders and resolutions of the Board are carried out. Except as otherwise established by Declarant or the Board, the President shall sign all leases, mortgages, deeds and other written contracts and instruments involving a dollar amount in excess of Two Thousand Five Hundred and 00/100's Dollars (\$2,500.00). The President shall enforce these By-Laws and perform all duties incident to his office, which may be delegated to him from time to time by the Board.

Section 6.07. The Vice President. The Vice President shall take the place of and perform all of the duties of the President in his absence or when the President is unable to act. He shall have such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 6.08. The Secretary. The Secretary, except and to the extent that the Board contracts out such services to a management group, shall issue notices of all Board of Directors meetings and all meetings of the Members. The Secretary shall have charge of all of the Association's books, records and papers except those kept by the Treasurer and/or an outside management group(s) and shall authenticate the records of the Association when necessary. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 6.09. The Treasurer. The Treasurer, or the Assistant Treasurer in the Treasurer's absence, shall:

(a) have custody of the Association's funds and securities, except the funds payable to any management firm and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all



monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors;

(b) disburse the funds of the Association with respect to the affairs of the Association and its Common Property as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and render to the President and the Board at the regular meetings of the Board or whenever the Board may require it, an account of all of his/her transactions as the Treasurer and of the financial condition of the Association;

(c) collect the assessments, dues, fees, other charges, and maintenance fees and promptly report the status of collections and of all delinquencies to the Board;

(d) give status reports to potential transferees on which reports the transferees may rely;

(e) in conjunction with the Association's accountant and such other persons as the Board may designate, shall prepare the annual budget for Association Members for consideration, modification, if appropriate, and ultimate approval by the Board.

The duties of the Treasurer may be fulfilled by a management firm or professional employed by the Association, in which event such management firm shall have custody of the books of the Association as it determines is necessary for the performance of such treasurer duties and the foregoing may include any books required to be kept by the Secretary of the Association.

## **ARTICLE VII**

### **MAINTENANCE AND ASSESSMENTS**

Section 7.01. Payment of Assessments. As more fully provided in the Declaration, each Association Member is obligated to pay to the Association all assessments applicable to an Association Member and a Homesite or Dwelling Unit. All such assessments are secured by a continuing lien upon the Member's Homesite or Dwelling Unit. Any assessments that are not paid on the date when due shall be subject to late fees and

to interest as set forth in the Declaration until such time as the assessment and any accrued late charges, interest, and collection charges are paid in full. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the applicable Homesite or Dwelling Unit, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided by the Declaration or herein by nonuse of the Common Property or by abandonment of a Member's Homesite or Dwelling Unit.

Section 7.02. Depositories. The funds collected as assessments shall be deposited in such banks and depositories as may be determined by the Board from time to time upon resolutions approved by the Board. Such funds shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated. Checks and other obligations of the Association shall be signed by at least two officers of the Association as may be designated by the Board; provided, however, that the provisions of any agreement between the Association and any management firm or professional relative to the subject matter in this Section shall supersede the provisions hereof.

Section 7.03. Fidelity Bonds. At the option of the Board of Directors, the Treasurer and all officers who are authorized to sign checks and all officers and employees of the Association and any contractor handling or responsible for Association funds, including any management firm, may be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. Such bonds, if acquired, shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account. Notwithstanding the foregoing, however, the management firm or professional, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees, except to the extent the Association contractually requires the management firm to so bond its employees.

Section 7.04. Fiscal Year. The fiscal year for the Association shall begin on the 1<sup>st</sup> day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed



by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 7.05. Application of Payments and Commingling of Funds. Except as otherwise required in the Declaration, all sums collected by the Association from assessments, including reserves, from Association Members shall be separately accounted for but may be commingled in one fund. All Assessment and other charges from an Association Member shall be applied as set forth in the Declaration or, to the extent not covered by the Declaration, as determined by the Board.

Section 7.06. Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon any assessment, the Board may, as permitted in the Declaration, accelerate the remaining monthly or quarterly installments for the fiscal year upon notice thereof to the Member; and, thereupon, the unpaid balance of the assessments shall become due upon the date stated in the notice.

Section 7.07. Audits. An audit of the accounts of the Association will be made upon the written request of Members holding at least fifty-one (51%) percent of the total votes of the Membership or at such times as the Board deems necessary in its sole discretion, the cost of any such audit being an expense of the Association Members.

Section 7.08. Application of Surplus; Deficits. Any payments or receipts to the Association from Association Members paid during the fiscal year in excess of the expenses of the Association shall be kept by the Association and applied against the expenses of the Association for the following year except as otherwise required by the Declaration. Any deficits with respect to either the Association shall be handled as set forth in the Declaration or as otherwise set forth in these By-Laws.

Section 7.09. Transfer of Ownership. The transfer of ownership of a Homesite or Dwelling Unit shall automatically transfer and carry with the Homesite or Dwelling Unit the proportionate claim, if any, of the conveying Member in any escrow account the Association set aside to provide a contingency fund for the maintenance and repair of the Common Property or other common expenses.

**ARTICLE VIII**  
**COMPLIANCE AND DEFAULT**

Section 8.01. Violations. In the event of a violation (other than the non-payment of assessments) by a Member of any of the provisions of the Declaration or these By-Laws, the Association, by direction of the Board, may notify the Member by written notice of said breach, transmitted by certified mail, and if such violation shall continue for a period of Ten (10) days (or such other period as determined by the Board) from date of mailing of such notice, the Association, through the Board, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration and these By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other applicable Members.

(b) An action in equity to enforce performance on the part of the Member; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board to be an imminent hazard to health, safety and welfare of the Membership may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific assessment, which shall be a lien against the said Member's Homesite or Dwelling Unit with the same force and effect as if the charge were a part of the applicable Assessments. Upon failure of any Member to pay assessments when due, the Association may take all action as allowed under the Declaration.

Section 8.02. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 8.03. No Waiver of Rights. The failure of the Association or the Board or a Member to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles of Incorporation or these By-Laws shall not constitute a waiver of the right of the Association or the



Board or a Member to enforce such right, provision, covenant or condition in the future.

Section 8.04. Election of Remedies. All rights, remedies and privileges granted to the Association and the Board, or any Member, pursuant to any terms, provisions, covenants or conditions of the Declaration, Articles of Incorporation or these By-Laws shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration, Articles of Incorporation or these By-Laws or at law or in equity.

Section 8.05. Statement of Charges. The Board shall, for a reasonable fee, promptly provide any purchaser of any property or institutional lender (or any Member) so requesting the same in writing, with a written statement of all unpaid charges due from such Member and any bona fide third party purchaser's liability therefore with respect to a continuing lien on the Homesite or Dwelling Unit shall be limited to the amount as set forth in the statement. The personal obligation of such Member shall in no way be affected by the amount stated in any written statement to such third party purchaser or institutional lender.

Section 8.06. Transfer of Property. All Members shall notify the Association of any transfer, by sale or otherwise, of a Homesite or Dwelling Unit within ten (10) days of the date of transfer. Said notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary notices to the person shown as the Member in its records, and said notice shall be binding as to any other Member where the Association has not been notified as provided herein.

## **ARTICLE IX**

### **FUNCTIONS OF ASSOCIATION**

Section 9.01. Ownership and Maintenance of Common Property. The Association shall be authorized to own and maintain Common Property and other improvements as allowed in the Declaration.

Section 9.02. Authorized Services. The Association shall be authorized but not required to provide the following services:

(a) clean-up and maintenance of all roads, parkways, lagoons, lakes, and other Common Property within the Property, and also all public properties which are located in a reasonable proximity to the Property such that their deterioration would affect appearance of the Property as a whole;

(b) landscaping of roads and parkways and other Common Property;

(c) lighting of the Common Property;

(d) security functions, including but not limited to maintenance of electronic and other controlled access gates for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;

(e) fire protection and prevention;

(f) garbage and trash collection and disposal;

(g) insect and pest control to the extent that it is necessary or desirable in the judgment of the Board to supplement the service provided by the State and local governments;

(h) the services necessary or desirable in the judgment of the Board as applicable to carry out the Association's obligations and business under the terms of the Declaration.

(i) the stocking of ponds, lakes and lagoons located within the Property;

(j) to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and the Common Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;



(k) to assist the ARB as such ARB is provided for in the Declaration;

(l) to provide administrative services including, but not limited to legal, accounting, financial, and communication services;

(m) to provide liability and hazard insurance covering any improvements on the Common Property;

(n) to enforce posted speed limits to the extent permitted by law.

Section 9.05. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified or implied in the Declaration except to the extent funds are available to defray the cost thereof. Except as herein expressly mandated, the functions and services to be carried out or offered by the Association with respect to the Common Property at any particular time shall be determined by the Board taking into consideration the funds available to the Association and the needs of the Association Members.

Section 9.06. Mortgage and Pledge. The Board shall have the power and authority to borrow money for use by the Association for the benefit of Association Members, to mortgage the Common Property and to pledge the revenues of the Association as security for such loans made to the Association provided that such loans shall be used by the Association only in performing its authorized functions with respect to the affairs of the Association and its Common Property.

**ARTICLE X**  
**AMENDMENTS TO THE BY-LAWS**

The By-Laws may be altered, amended or added to at any duly called meeting of the Members, provided:

- (1) Notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of By-laws and shall contain a statement of the proposed Amendment or a copy or summary of the proposal.

- (2) If an amendment has received the approval of the majority of the Board, then it shall be approved upon the affirmative vote of the majority of Members attending the meeting with a proper quorum. Notwithstanding whether such an amendment has been approved by the Board, such amendment is valid if approved at a duly called meeting by affirmative vote of Members holding at least 51% of the total votes of the Membership.
- (3) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval of the Declarant as long as Declarant is the Class "B" Member.

Notwithstanding the above, the Declarant, as long as there is a Class "B" Membership, may unilaterally amend these By-Laws at any time, including but not limited to making any clarifications and/or correcting mistakes or ambiguities, provided, however, that such amendment in Declarant's opinion does not have a material adverse effect upon any right granted to any Member of the Association.

**ARTICLE XI**  
**LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any such former Member from any liability or obligation incurred under or in any way connected with the Association during the period of such membership. Further, termination of any Member's membership shall not impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with ownership of a Homesite or Dwelling Unit and the covenants and obligations incident thereto.

**ARTICLE XII**  
**PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these By-Laws.

**ARTICLE XIII**  
**LIENS**



Section 13.01. Protection of Property. All liens against the Common Property or any portion thereof, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon the Common Property shall be paid before becoming delinquent.

Section 13.02. Notice of Lien. A Member shall give notice to the Association of every lien upon such Member's Homesite or Dwelling Unit, other than for mortgages, taxes and special assessments, within ten (10) days after the attaching of the lien.

Section 13.03. Notice of Suit. Members shall give notice to the Association of every suit or other proceeding which will or may affect title to a Member's Homesite or Dwelling Unit, such notice to be given with ten (10) days after the Member receives notice of such suit or proceeding.

Section 13.04. Failure to Cooperate. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

#### **ARTICLE XIV** **RULES AND REGULATIONS**

Section 14.01. Establishment of Rules and Regulations. Subject to the provisions hereof and the provisions of the Declaration, the Association may establish reasonable rules and regulations concerning the use of each Homesite and Dwelling Unit, easement areas, and the Common Property and facilities located thereon. The Board shall issue all rules and regulations relating to Association Members and the Common Property. The Association shall furnish copies of such rules and regulations and amendments thereto to all existing Members prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon all existing and future Members, their families, tenants, guests, invitees, servants and agents, until and unless any such rules or regulations with respect to the affairs of the Association and its Common Property are specifically overruled, cancelled or modified by the Board or in a regular or special meeting of the Association by the vote of the Members, in person or by proxy, holding at least 51% of the total votes of the Membership. Notwithstanding any provision to the contrary, rules and/or regulations once established for the

Association and the Common Property may only be changed with the written approval of the Declarant as long as Declarant is the Class "B" Member.

Section 14.02. Authority and Enforcement. Subject to the provisions of the Declaration, upon the violation of the Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power to:

(a) impose reasonable monetary fines on the Member guilty of such violation which shall also constitute an equitable charge and a continuing lien upon the Homesite or Dwelling Unit of such Member;

(b) suspend a Member's right to vote in the Association;

(c) suspend a Member's right to use the Common Property (but in no event shall a Member be denied access of ingress and egress to such Member's Homesite or Dwelling Unit).

The Board shall have the power to impose all or any combination of the foregoing sanctions.

Section 14.03. Procedure. Except with respect to the failure to pay assessments and as otherwise set forth in the Declaration, and subject to such other procedures adopted by Declarant, or as applicable, the ARB, for violation of the Declaration and/or the Design Standards concerning improvements to Homesites or Dwelling Units, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of a Member for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be served upon the person responsible for such violation specifying:

(i) the alleged violation;

(ii) the action required to abate the violation;  
and



- (iii) a reasonable time period determined by the Board during which the violation may be abated without further sanction, and if such violation is a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.
- (b) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs within twelve (12) months of such demand, the Board may serve such person with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
  - (i) the nature of the alleged violation;
  - (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
  - (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
  - (iv) the proposed sanction to be imposed.
- (c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer, director or other individual who delivers such notice enters a copy of the notice together with a statement of the date and manner of delivery. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

**ARTICLE XV**  
**MISCELLANEOUS MATTERS**

Section 15.01. Gender; Number. The use of the masculine gender in these By-Laws includes the feminine gender, and when the context requires the use of a singular, includes the plural.

Section 15.02. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. All capitalized terms not specifically defined in these By-Laws shall be defined as set forth in the Declaration.

Section 15.03. Execution of Documents. Once the Class "B" Membership has terminated, the President or Vice President and Secretary or Assistant Secretary will be responsible for preparing, executing, filing and recording amendments to the Declaration and By-Laws as directed by the Board and shall be authorized to execute any other document which the Association from time to time may be required to execute.

Section 15.04. Notices. Except as otherwise provided in these By-Laws or the Declaration, any notice required by these By-Laws shall be sent by U.S. mail, postage prepaid and shall be deemed delivered three (3) days following the date deposited into the mail. Notwithstanding the foregoing, all notices of violations of the Declaration, these By-Laws, or any rules and regulations of the Association shall be sent by certified mail, return receipt requested, postage prepaid and shall be deemed given on the date deposited in the mail. Any notice that is sent to the Association shall be sent to its principal office and addressed to the attention of the President. Any notice to Members shall be sent to the address of the Member's Homesite or Dwelling Unit (unless the Association has received notice in writing from such Member designating a different address for notice purposes). Notwithstanding anything above, notice of a change of address by a Member shall be deemed given only when actually received by the Association pursuant to a writing signed by the Member.

Section 15.05. Captions. The captions contained in these By-Laws are inserted as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions of the By-Laws.

Section 15.06. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect, in any manner, the validity and enforceability or effect of the balance of these By-Laws.



Section 15.07. Conflict. These By-Laws are set forth to comply with the requirements of the South Carolina Nonprofit Corporation Act of 1994, as the same may be amended from time to time. In the event of any conflict, ambiguity, or inconsistency between these By-Laws and the provisions of such statute or the Declaration, the provisions of such statute or the Declaration, as the case may be, shall control.

Section 15.08. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the violation or breaches thereof which may occur.

Section 15.09. Dissolution. Upon dissolution of the Association, the assets of the Association will be distributed as provided in the Articles of Incorporation of the Association or by law.

IN WITNESS WHEREOF, Declarant has caused these By-Laws to be executed as of the 20<sup>th</sup> day of December, 2021.



Name: Steven Y. Brumfield

Date: 12/20/2021