

SOUTHERN OAK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
A SOUTH CAROLINA NON-PROFIT CORPORATION

BY-LAWS

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ARTICLE I: Identity

These are the Bylaws of the SOUTHERN OAK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation (the "Association").

For purposes of these Bylaws, terms specifically defined either in the Declaration of Covenants, Restrictions, et al. (the "Declaration") for the residential community to be known as "Southern Oak" and located off Black River Road, Camden, in Kershaw County (herein "Southern Oak").

Declarant and Declarant Control Period.

"Declarant" shall mean the Developer, Randy Bock, or his assigns. "Declarant Control Period" shall mean the time in which Declarant has to exercise certain exclusive rights such as, but not limited to, appointing and/or removing the Board of Directors of the Association and vetoing certain amendments to the Declaration. The Declarant Control Period shall be the earlier of (i) twenty-five (25) years after the date of the Declaration, (ii) when all of Southern Oak (platted at such times and in such phases as determined in Declarant's sole discretion) has been sold or transferred to parties other than a Declarant, or (iii) such earlier time as determined in Declarant's sole discretion by the recording of a written instrument in the Kershaw County Register of Deed's office executed by Declarant and expressly terminating the Declarant Control Period.

ARTICLE II: Qualifications and Responsibilities of Members

2.1. Members. Every Owner of a Lot in Southern Oak, upon conveyance by the Developer, shall be a member of the Association, and shall remain a member until he or she ceases to be an Owner of a Lot. Each Lot Owner shall register itself and any third party holding a security interest in the property with the officers of the Association in order for Owner's privileges to be recognized.

2.2. Prohibition of Assignment. The interest of a member in the Association assets cannot be transferred or encumbered except as an appurtenance to his/her Lot.

ARTICLE III: Members' Meetings and Voting

3.1. Place. Meetings of the members shall be held at such place within Southern Oak or within Kershaw County, South Carolina, as may be designated from time to time by the Board of Directors of the Association (the "Board").

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3.2. **Annual Meeting.** The members shall meet at least once each year during the first quarter of the year (January 1st - March 31st) or at such other time as decided by a majority vote of the Board, so long as there is at least one meeting per calendar year, the day being specified in the notice of such meeting given pursuant to Section 3.4. At each annual meeting the members may transact any business properly coming before them, whether prior notice of such subject was provided or not.

3.3. **Special Meetings.** Special meetings may be called by the President, by a majority of the Directors, or upon written request by a petition of at least fifty percent (50%) of Owners. The Owner must be in good standing by having paid assessments. Special Meetings shall be called by delivering written notice to Owners at least thirty (30) days prior to the date of said meeting, stating the date, time, place, and purpose of the meeting.

3.4. **Notices.** Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing, and shall be hand delivered or sent prepaid by United States mail to the members at the addresses of their respective Lots and to other addresses as any member may have designated to the President or Secretary as it appears on the records of the Association, at least thirty (30) days in advance of any annual or special meeting. Notice shall be deemed delivered when deposited in the United States mail addressed to the member at his address for the respective Lot and/or as it appears on the records of the Association.

3.5. **Quorum: Adjournment if no Quorum.** The members present at any duly called meeting of the members shall constitute a quorum.

3.6. **Vote.** Except for Lots owned by the Declarant, each Lot is entitled to one (1) vote. Prior to the expiration of the Declarant Control Period, Declarant is entitled to cast two (2) votes for every lot that Declarant owns. A Lot is defined as Lots reflected on a plat of survey recorded in the office of the Register of Deeds. When there is more than one Owner of a Lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such lot. In the event of disagreement among such persons and attempt by two or more of them to cast a vote for such lot, such persons shall not be recognized and the vote shall not be counted. No member shall be eligible to vote in person or by proxy, or be elected to the Board if that member is more than thirty (30) days delinquent in payment of assessments.

3.7. **Manner of Casting Votes.** Any matter may be determined by a voice vote if a clear majority can be readily determined. If a clear majority by voice may not be determined, vote may be taken by a show of hands. Any member entitled to vote may do so by written proxy duly executed in writing and by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed or emailed to the Board or designated agent prior to the meeting for which it is to be used. Proxies must be dated and may be revoked only by written or electronic notice to the Association. Presence in person at the meeting for which a proxy has been given or transfer of ownership of a lot shall automatically revoke the proxy. Any action which may be taken by a vote of the members may also be taken by written consent signed by all members.

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3.8. **Required Votes.** All questions shall be decided by a majority of the votes cast on the question, unless the provisions of applicable law, the Declaration or these Bylaws require a greater vote.

3.9. **Action by Members without Meeting.** Any action that may be taken at a meeting of the members, may be taken without a meeting if such action is authorized in writing setting forth the action taken and is signed by all members, or if such action is taken in any other manner permitted by law.

3.10. **Prohibition of Cumulative Voting.** There shall be no cumulative voting.

ARTICLE IV

4.1. **First Board.** When fully established, the Board shall consist of five (5) persons. During the Declarant control period, the sole board member shall be Randy Bock.

4.2. **Number and Qualifications of Directors.** At the first annual meeting upon termination of the Declarant control period or upon voluntary relinquishment of board control, whichever comes first, the members of the Association shall elect, by majority vote, a board consisting of five (5) natural persons. A Director must be an Owner of a Lot or the individual nominee of an Owner of a Lot which is other than an individual.

4.3. **Term.** The term of the initial Board of Directors shall be staggered with Directors designated to serve one year, two year or three year terms. Thereafter, each Director shall serve a three (3) year term. There is no limitation on the number of terms a Director may serve as elected by the membership. Once elected, a Director shall hold office until his/her successor has been duly elected and has qualified.

4.4. **Removal.** Any Director may be removed, with or without cause, by a vote of the members entitled to cast at least a majority of the total votes in the Association, at a special meeting called for such purpose.

4.5. **Vacancies.** Any vacancy in the Board arising by death or resignation of a Director shall be filled by act of the remaining Directors, whether or not constituting a quorum, and a Director so elected shall serve for the unexpired term of his predecessor in office.

4.6. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) times a year between annual meetings. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or email, at least thirty (30) days prior to the meeting.

4.7. **Special Meetings.** Special meetings of the Board may be called by the President or a majority of the Directors and shall held within ten (10) days after notice is given to each Director personally or by mail, telephone, or email. Not less than seventy-two (72) hours notice of such special meeting shall be given personally or by mail, telephone, or email to each

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Director; provided that in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

4.8. Quorum; Adjournment if No Quorum. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. The signing by a Director of the minutes of a meeting shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

4.9. Manner of Acting. Each Director shall be entitled to one (1) vote. The act of a majority of the Directors present at a meeting shall constitute the act of the Board unless the act of a greater number is required by the provisions of applicable law, the Declaration or these Bylaws.

4.10. Meeting Forums; Board Action without Meeting. Although regular or special meetings may occur at such places as specified in the notice, regular or special meetings by means of a conference telephone or similar communication device are permissible as long as the required notice is given. Any action that may be taken at a meeting of the Board may be taken without a meeting if such action is authorized in writing, setting forth the action taken, signed by all Directors.

4.11. Compensation of Directors Restricted. Directors shall receive no compensation for their services but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

4.12. Powers and Duties of Board. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Corporation Act, the Declaration, the Articles, and these Bylaws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Corporation Act, the Declaration, the Articles, and these Bylaws, and shall include, but not be limited to, the following:

(a) To prepare and provide to members annually, a budget summary report for the fiscal year commencing July 1 and concluding June 30 of the following calendar year (the "Fiscal Year"), said budget summary report containing at least the following:

(i) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.

(ii) A statement of the financial condition of the Association for the last Fiscal Year.

(iii) A statement of the status of any pending suits or judgments in which the Association is a party.

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(iv) A statement of the insurance coverage provided by the Association.

(v) A statement of any unpaid assessments payable to the Association, identifying the Lot and the amount of the unpaid assessment. All Lot owners do hereby acknowledge that this reporting of unpaid assessments shall not constitute a violation of any federal or state unfair debt collection laws.

The Board shall provide all members a summary of the budget as provided above and in subsection 8.3 below.

(b) To adopt and amend budgets (with the ratification of the membership as provided above) and to determine, and collect assessments to pay the Association's common expenses, including operating expenses and maintenance fees (the term "Common Expenses" being defined with more particularity in Section 8.12), and capital improvement costs. The Board shall engage a certified public accountant to do the Association bookkeeping, to file annual tax returns (including IRS I 120-H), as applicable, and to assist in preparing the report described above.

(c) To regulate the use of, and to maintain repair, replace, modify, beautify and improve the roadways and entrance ways.

(d) To adopt and amend rules and regulations and to establish reasonable penalties for infraction thereof.

(e) To enforce the provisions of the Declaration, the Articles, these Bylaws, the Act, and rules and regulations by all legal means, including injunction and recovery of monetary penalties.

(f) To hire and terminate agents and independent contractors.

(g) To institute, defend, intervene in, or settle any litigation or administrative proceeding in its own name on behalf of itself on matters affecting the Common Elements or enforcement of the Declaration, the Bylaws or the rules and regulations of the Association.

(h) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.

(i) To borrow money for the maintenance, repair, replacement, modification or improvement of the Common Elements and to pledge and pay assessments, and any and all other revenue and income, for such purpose.

(j) To buy Lots in foreclosure of an assessment lien, or at any other time or for any other reason, and to sell, lease, mortgage, and otherwise deal in Lots from time to time owned by the Association.

(k) To grant leases, licenses, concessions and easements through and over the Common Elements, unless contrary to the Declaration.

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(l) To impose and collect reasonable charges, including reasonable costs and attorneys' fees, for the enforcement of any use restrictions or rules and regulations set forth in the Declaration or these Bylaws.

(m) To provide for indemnification of the Association's officers and Directors and maintain Officers and Directors liability insurance.

(n) To impose charges for late payment of assessments and, after notice and opportunity to be heard, levy reasonable fines for violations of the Declaration, these Bylaws, or the rules and regulations.

(o) To reimburse the Developer for the costs associated with the formation of the HOA and registration of the Company.

Any assessments, charges or fines levied against members shall specifically relate to the need to preserve and fulfill the purposes set forth in the Association's Articles of Incorporation and are applied to owners of Lots in their capacity as owners-members rather than in some other capacity such as customers for services.

ARTICLE V

5.1. Designation of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer. Each officer shall be an Owner of a Lot or the individual nominee of an Owner of a Lot which is other than an individual. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association. The Board may elect an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary.

5.2. Election of Officers. Officers of the Association shall be elected by the Board. Elections shall be held every two (2) years at the first meeting of the Board held after the annual meeting of the members. The first Board shall elect officers as soon as practicable after filing of the Declaration. Officers may or may not be members of the Board.

5.3. Term. Each officer shall serve until his successor has been duly elected and has qualified.

5.4. Removal. Any officer may be removed, with or without cause, and without notice, by the Board.

5.5. Vacancy. Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in

5.6. Powers and Duties of Officers.

(a) **President.** The President shall be the chief Executive officer of the Association and shall see that all actions and resolutions of the Board are carried into effect.

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(b) **Vice President.** The Vice-President shall perform such duties of the President as shall be assigned to him by the President, and in the absence of the President shall perform the duties and functions of the President.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings and actions of the Board and of the members; shall give all required notices to the Directors and members; shall keep the records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a secretary of a corporation; and shall perform such other duties required by the Board or the President.

(d) **Treasurer.** The Treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices and principles, and upon request, shall submit them, together with all vouchers, receipts, records, and other papers to the Board for examination and approval; shall deposit all monies and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

5.7. **Execution of Agreements, Etc.** All agreements, deeds, mortgages, or other instruments shall be executed by the President or Vice President with an attest by the Secretary (or Assistant Secretary if appointee), or by such other person or persons as may be designated by the Board.

5.8. **Compensation of Officers Restricted.** No officer shall be compensated for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

ARTICLE VI

Indemnification of Directors and Officers. The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by the South Carolina General Statutes, as now enacted or hereafter amended. In addition, the Association is authorized to maintain Officers and Directors Liability Insurance.

ARTICLE VII: Fiscal Management

7.1 **Depository.** The Board shall designate a depository for the funds of the Association, and may change such depository at any time. Withdrawal of funds from such depository shall be only by checks signed by any two (2) officers of the Association, or as authorized by the Board.

7.2. **Fiscal Year.** The Fiscal Year of the Association shall run from July 1 until June 30 of the following calendar year, provided that the Board, from time to time, by resolution, may change the Fiscal Year to some other designated period.

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ARTICLE VIII: Assessments

8.1. Obligation of Members to Pay Assessments; Amount of Levy. Each Owner of a Lot shall be personally and severally liable for an assessment equaling the total amount of the Association's Common Expenses as determined in the Board's discretion divided by the total number of Lots owned by parties, other than Declarant at the time of the annual assessment. Lots owned by the Declarant shall not be counted as Lots for assessment purposes. The initial assessment shall be the sum of \$115.00 to be paid annually and prorated from the day of closing through the end of the fiscal year. The levy of an annual assessment noted above does not include any special assessment which may be levied against Lot in accordance with Section 8.7 below.

8.2. Allocation of Common Surplus. Any common surplus, including funds in reserve accounts, may be allocated to each Lot in accordance with its percentage of the share of assessments, and, if allocated, may be paid to the Owner of a Lot or credited against that Lot's share of Common Expenses subsequently assessed. Notwithstanding the above, the Board shall retain the authority to apply said surpluses to any current Fiscal Year expenditures in order to satisfy the exempt function income qualification for nonprofit corporations under Section 528 of the Internal Revenue Code.

8.3. Preparation of Budget and Levying of Assessment. For each Fiscal Year, beginning with the Fiscal Year commencing July 1, the Board shall prepare and adopt a budget, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. Within 30 days after adoption of any proposed budget, the Board shall provide the members of the Association with a summary of the budget and a notice of the meeting to consider ratification by the membership of the budget, including a statement that the budget may be ratified without a quorum. There shall be no requirement that a quorum be present at the meeting, annual or special, when the budget is considered for ratification. The budget shall be ratified unless at that meeting a majority of all the members of the Association entitled to vote rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board. After the ratification of the budget by the membership as provided above, the Board shall give each member notice of the assessment made against that member's Lot based upon such budget and may also state the interest to be charged on delinquent payments thereof. The assessment shall be deemed levied upon the giving of such notice. Provided, however, that the first budget after filing of the Declaration and the conveyance of the first Lot within Southern Oak shall be prepared and adopted by the Board only for the balance of the then Fiscal Year of the Association.

8.4. Assessment A Lien. Every assessment shall constitute a lien upon each Lot and Unit assessed from the date the assessment is levied, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against that Lot and (ii) purchase money mortgages, liens and encumbrances recorded before the recordation of the Association's Lien.

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8.5. **Payment of Assessments.** Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board in the notice of assessment. Payments shall be made to the Association, or as the Board may from time to time otherwise direct. Unless the notice states to the contrary, annual Assessments are due and payable within thirty (30) days of the date of the Assessment.

8.6. **Notice to First Mortgagees.** Although the lien of assessments may not be superior to the lien of a First Mortgagee, any enforcement of said assessment lien by the Association's filing of a collection or foreclosure action with the courts shall require the giving of notice to the applicable First Mortgagee, if any. All Owners of Lots acknowledge that such notice shall not constitute a violation of any state or federal unfair debt collection laws. Failure to give the notice provided for herein shall not be a defense for the defaulting member in the enforcement action filed by the Association.

8.7. **Special Assessments.** In addition to the assessments levied pursuant to Section 8.3., the Board may levy special assessments at such other and additional times as in its judgment are required for:

- (a) Maintenance and improvement of roadways,
- (b) Payment of costs and expenses incurred in curing defaults pursuant to Sections 9.1. hereof.

The Board shall provide to its members a summary of the proposed special assessment and notice of a meeting to ratify the special assessment at least 30 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at a meeting where the special assessment is to be considered by the members.

The special assessment shall be deemed ratified unless at the meeting a majority of all the members entitled to vote rejects the special assessment. Special assessments made pursuant to this Section shall be a Common Expense, shall be deemed levied upon notice thereof being given to the members subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice.

8.8. **Failure to Prepare Budget and Levy Annual Assessment: Deficiencies in Procedure.** The failure of the Board or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board. Until a new assessment is levied by the Board pursuant to Section 8.3, each member shall continue to pay the assessment then previously levied pursuant to Section 8.3 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

8.9. **Assessment Roll: Certificate.** All assessments shall be set forth upon a roll of the Lots and Units which shall be available in the office of the Association for inspection at all

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reasonable times by members and Security Holders, and their duly authorized representatives. Such roll shall include, for each Lot, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Lot Owner, or an authorized agent, a recordable certificate setting forth the amount of unpaid assessments currently levied against the Lot. The certificate shall be furnished within fourteen (14) business days after receipt of the request and shall be binding upon the Association and all Lot Owners. For such certificate a reasonable fee may be charged by the Board. All Owners of Lots acknowledge that such notice provided in an assessment roll or certificate shall not constitute a violation of any state or federal unfair debt collection laws.

8.10. Default and Enforcement. If any assessment, or installment thereof, remains delinquent for thirty (30) days, then that assessment, and another assessments then a lien against that Lot, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Association in the manner provided in the Community Act. All fees, late charges, attorneys' fees, fines or interest levied or collected by the Association in connection with any unpaid assessments shall have the same priority as the assessment to which they relate.

As an alternative to the foregoing, and without waiving its lien, the Association may sue to obtain a money judgment for the amount of any delinquent assessment, or installment thereof, together with interest, and the members so sued and liable for such assessment shall pay all costs of collection, including reasonable attorneys' fees.

The remedies noted herein for default on assessments shall include, without limitation, any and all remedies set forth in the Declaration or in the Community Act. The failure of the Association to enforce any assessment delinquency shall not constitute a waiver or abrogation of the right of the Association or its agents to enforce such delinquency in the future, irrespective of the number of breaches thereof that may have occurred by the member regarding assessments.

8.11. Interest on Delinquent Assessments. Assessments, or installments thereof, paid before they become delinquent, shall not bear interest, but all sums delinquent more than thirty (30) days shall bear interest at the rate of fourteen percent (14%) per annum or as set forth in the notice levying the assessment from the date of the delinquency until paid. All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent. All such interest shall have the same priority as the assessment on which such interest accrues. Interest shall apply retroactively to all delinquent assessments as of the execution of these Bylaws.

8.12. Common Expenses. Common Expenses shall mean and include all sums declared Common Expenses by any specific provision of these Bylaws or the Declaration, and shall include, without limitation, the following: real estate taxes, and other governmental assessments or charges against the roadway and entranceway; costs associated with the maintenance, repair and improvement of the roadway entranceway; premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; utility charges not charged directly to Lot Owners; legal and accounting

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fees; costs and expenses incurred in connection with any litigation or administrative proceeding pursuant to Section 4.13(g) hereof; deficits remaining from any prior assessment period; the cost, including fees and interests, incurred in connection with any borrowing done by the Association; the cost of all fidelity bonds; costs imposed upon the Association by, or incurred by the Association as a result of the performance, enforcement or amendment of, any agreement or easement to which the Association is a party, is or may be subject including, but not limited to amounts determined necessary for reserve funds; and indemnity payments made by the Association pursuant to Article VI hereof.

ARTICLE IX: Compliance, Enforcement, Fines and Penalties, Other Than Assessment Liens.

9.1. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Lot Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Lot Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, the Articles or such rules and regulations as hereinafter promulgated, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Lot, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Lot owned by such defaulting member.

9.2. Notice of Default and Failure to Cure. In the event of any such default or failure, the Board shall serve upon or mail to the defaulting member, and to each First Mortgagee of that member's Lot when required under Section 8.6 of these Bylaws, a written notice specifying the nature of the default or failure, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default or failure specified, or serve upon or mad a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each First Mortgagee which was entitled to notice of the default as above provided, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable: The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and Board has made its determination and served upon or mailed the same to the defaulting member and each such First Mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above provided, a copy of its determination. A violating party shall have thirty (30) days to

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appeal a decision of the Board to a court of law and failure to file said appeal within thirty (30) days after receipt of the determination shall bar any challenges or any causes of action brought afterwards by said party. The Board's finding of default shall be conclusive in a case of a party's failure to appeal within the above prescribed time. If the defaulting member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee which was entitled to notice of the default as above provided, a written notice of such member's failure to effect a cure, and the Board may then proceed to take such action as it deems necessary to obtain relief. The Board may appoint an adjudicatory panel to hear and decide the matters referenced to in this subsection and in doing so, the Board may reserve unto itself the role of an appellate body.

9.3. Injunction. Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 9.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

9.4. Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court with interest thereon at the highest rate allowed by law at the time the costs are incurred, from the dates such costs are incurred until paid.

9.5. Non-waiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

ARTICLE X: Amendment

After the expiration or termination of the Declarant Control Period, the amendment of Bylaws or adoption of new Bylaws can only occur at a regular meeting of the members and shall require an affirmative majority vote of the members present at said meeting to such changes. Any amendments to these Bylaws shall be recorded at the county recorder's office and shall be made available to all homeowners for viewing.

ARTICLE XI: General Provisions

11.1. Rules and Regulations.

(a) **By the Board.** The Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Lots to provide for the common good and enjoyment of

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all Lot Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to tenants and leases. In no event shall any rules or regulations be inconsistent or materially more restrictive than the provisions contained in the Declaration and these Bylaws with respect to leases or tenants. There shall be no Amendment to these Bylaws or Declaration which prohibits leasing of occupied Lots.

(b) **By the Association.** Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by a majority of the members represented in person or by proxy at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

(c) **Uniform Application.** All rules and regulations shall be equally and uniformly applicable to all Lot Owners and their Occupants, but need not be equally and uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Association or if equal and uniform application is not practicable.

(d) **Copies Furnished.** Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the Association. However, failure to furnish, or post, or make available, such rules or regulations shall not affect in any way their validity or enforceability.

11.2. **Parliamentary Authority.** Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceeding when not in conflict with r.be Declaration, these Bylaws, the Articles or any statutes of the State of South Carolina applicable thereto. The President of the Association shall have the authority to appoint a parliamentarian.

11.3. **Conflict: Severability.** In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any term, provision, limitation, paragraph, or clause of these Bylaws, or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

11.4. **Notices.** Whenever in the Declaration or these Bylaws it shall be required or permitted that notice or demand be given or served on the Association or a Lot Owner or a First Mortgagee or other party entitled to notice, such notice or demand shall be given in writing by and mailed, postage prepaid, to the respective addresses as hereinafter set forth. All notices or demands provided under the terms of the Declaration or these Bylaws shall be effective when actually received by a party entitled to notice or when attempted to be delivered as authorized above.

ASSOCIATION:

THESE BYLAWS were adopted and approved by a vote of the members of the Homeowners Association at a meeting of the same on August 5th, 2020.

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