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**BYLAWS OF
THE OAKS AT MARSHVIEW HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

These are the Bylaws of the **THE OAKS AT MARSHVIEW HOMEOWNERS ASSOCIATION, INC.**, a South Carolina non-profit corporation (the "Association"). The principal office of the Association shall be located at RD Neal Management, LLC, 28 Bridgeside Boulevard, Suite 102, Mount Pleasant, South Carolina, 29464, but meetings of Members and Directors may be held at Such places as may be designated by the Board of Directors from time to time.

**ARTICLE II
DEFINITIONS**

The capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Oaks recorded on August 3, 2016 in Book 0573 at Page 299 in the Office of the Register of Deeds for Charleston County, South Carolina (as the same may be amended or modified from time to time, the "Declaration"). The Declaration is incorporated herein by this reference and made a part hereof .

**ARTICLE III
PURPOSE AND POWERS**

The Board shall have all of the powers and duties necessary and appropriate for the administration of the Association's affairs and for performing all responsibilities and exercising

all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these By-Laws, or South Carolina law directed to be done and exercised exclusively by the Owners.

The duties of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses;
- (b) levying and collecting assessments from the Owners to fund the Common Expenses;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which the Board shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending Rules and Regulations, including Use Restrictions, and establishing penalties for infractions thereof or the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;

- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by the Board, and bringing any proceedings concerning the Association which may be instituted on behalf of or against the Owners or the Association;
- (j) obtaining and carrying property, liability and commercial crime insurance, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, the Articles, the By- Laws, rules and all other relevant books, records, and financial statements of the Association; subject to the right of the Association to charge a reasonable fee to cover the cost of reproduction and delivery of such documents;
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;
- (p) indemnifying a director, officer or committee member, or former director, officer or

committee member of the Association to the extent such indemnity is required by South Carolina law, the Articles, and these By-Laws; and

(q) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration

ARTICLE IV.
MEMBERSHIP; MEETINGS OF MEMBERS; VOTING

Section 4.1 Membership. The Association shall have three (3) classes of membership, Class "A," Class "B," and Class "C", as more fully set forth in the Declaration.

Section 4.2 Annual Meetings. The first annual meeting of the Members shall be held at a time, date, and place established by the Developer within twelve (12) months after the organization of the Association. Subsequent annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday. While the Developer is a Class "B" Member, the Developer shall appoint the Board of Directors and the only purpose of the annual meeting will be (a) to serve as a town forum in which the President and other officers report on and answer reasonable questions concerning the activities and financial condition of the Association; and (b) consider matters raised consistent with the requirements of the Act.

Section 4.3 Special Meetings. Special meetings of the Members may be called at any time by the Developer, President or by the Board of Directors, or as otherwise prescribed under the Act. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 4.4 Notice of Meetings. Written notice in English specifying the time, date and place of the meeting of the Members and, in the case of a special meeting, the purpose(s) for which the special meeting is called, shall be given by any fair and be given by any reasonable method, such as, without limitation (i) United States first class, registered or certified mail addressed to the current address of such Owner on the records of the Association, postage prepaid, (ii) personal delivery to the current address of such Owner on the records of the Association, (iii) publication in the Association's newsletter, or publication in a newspaper in the same manner as permitted for legal notices, (iv) publication on any internet website or television channel that provides reasonable notice to Owners, or (v) any other notice procedure authorized by South Carolina law for the service of process.”

Notice of any meeting shall be delivered to each Member entitled to vote at such meeting, including the Developer not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

(a) The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the Member and be delivered to the Association for inclusion in the minutes of the meeting; provided that the attendance by a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(b) Notwithstanding the foregoing, upon the unanimous vote of the Board of Directors, an emergency meeting may be called with twenty-four (24) hours' notice to those Members

entitled to vote at such meeting, in the event an issue requires the immediate attention of the Members of the Association.

(c) If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (i) the new date, time, or place is announced at the meeting before adjournment; and (ii) the record date fixed pursuant to Section 4.10 for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board of Directors or as required under the Act).

Section 4.5 Quorum. The presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at any duly called and noticed meeting, the Members present at the meeting may, by majority vote, adjourn the meeting without further notice to a new date, time and place and the quorum requirement at such new meeting shall be reduced to five percent (5%) of the total votes of the Members of the Association. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally noticed meeting.

Section 4.6 Proxies. Votes may be cast in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other

manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it was issued is cast. A proxy shall automatically terminate and cease to be effective upon (i) the Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a written notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member prior to the proxy casting a vote.

Section 4.7 Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.8 Failure to Hold Meetings. The failure to hold an annual or regular meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.9 Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a

certificate signed by all of the Owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 4.10 Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members' meeting; to vote at a Members' meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the Members occurs.

Section 4.11 Voting Requirements. Unless otherwise required in these Bylaws, the Declaration, the Articles of Incorporation, the Act or other applicable law, the affirmative vote of the holders of a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present or represented, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 4.12 Action by Written or Electronic Ballot.

(a) Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter.

(b) A written or electronic ballot shall (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(c) Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of

votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted.

Section 4.13 Action by Written Consent. Any action required or permitted to be approved by the Members may be taken without a meeting if the action is approved by Members holding at least eighty percent (80%) of the votes of all Members of the Association. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the votes of all Members of the Association, and delivered to the Association for inclusion in the minutes or filing with the corporate records. Written notice of Member approval pursuant to this section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given.

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1 Number & Types. The affairs of the Association shall be managed by a Board of Directors of not fewer than three (3) Directors, who need not be Members of the Association; provided, however, while the Developer is a Class "B" Member, all Directors shall be appointed by the Developer unless the Developer voluntarily waives its appointment power

and authorizes the Association to elect Directors in accordance with these Bylaws. The Developer, at any time that it is a Class "B" member, or the Association, when the Developer is not a Class "B" member and by the affirmative vote of the holders of a majority of the votes of all Members of the Association, may increase or decrease the number of Directors of the Association so long as there are never fewer than three (3) Directors at any given point; provided that at the time any such change in the number of Directors is made, the Members shall have the authority to determine the appropriate terms of the new or remaining Directors consistent with the intent of these Bylaws with respect, in particular, to the staggered terms of the Directors as set forth in Section 5.2 and Section 6.2 below. All Directors who are also Members must be in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 5.2 Term of Office. At the first annual meeting after the termination of the Developer's Class "B" votes, the Members will elect five (5) Directors for staggered terms of three (3) years in accordance with Section 6.2 of these Bylaws.

Section 5.3 Removal.

(a) At any time, any Director(s) appointed by the Developer may be removed from the Board of Directors, with or without cause, by the Developer by giving written notice of removal to the Director and either the presiding officers of the Board of Directors or the Association President or Secretary.

(b) Any Director(s) elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

(c) Any Director(s) who is a Member and who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

(d) In the event of the death, resignation, or removal of a Director, a successor shall be selected by the Developer, if that Director was appointed by the Developer, or by majority vote of the remaining Directors, if elected by the Members and shall serve for the unexpired term of his predecessor.

(e) If, after termination of its Class "B" Membership, the Developer regains its Class "B" Membership by adding additional property to the Community or reacquiring Lots in the Community, it may remove all Directors elected by the Members and appoint new Directors.

Section 5.4 Compensation. Compensation of any Director shall require the affirmative vote of a majority of the votes of all Members of the Association. This provision shall in no way require the Members approval of or preclude the Board of Directors from compensating a Director for his duties as an officer of the Association, from employing a Director as an employee of the Association, nor shall it preclude the Association from contracting with and thereafter compensating a Director for the management of the Association.

Section 5.5 Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by unanimous written consent of the Directors. The action must be taken by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.6 Reversal of Board of Directors. A decision of the Board of Directors, an officer or a committee of the Association or the Board of Directors may be reversed or modified by the Developer as long as the Developer owns any portion of the Property or is a Class "B" member.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Except when Directors are appointed or replaced by the Developer or the Board of Directors, nomination for election for the Board of Directors shall be made by a nominating committee or as specified in guidelines set forth by the Board of Directors. For purposes of the first annual meeting, the nominating committee, if created, shall consist of a chairman and at least two (2) additional Members of the Association. For purposes of any and all annual meetings other than the first annual meeting, at least one (1) member of the nominating committee shall be a Director. The nominating committee shall be appointed by the Board of Directors. Members of the nominating committee shall serve from the close of the annual meeting until the close of the next annual meeting. The nominating committee shall

make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 6.2 Election. Unless agreed to otherwise by the affirmative vote of the holders of a majority of the votes of Members present or represented at a duly called meeting at which a quorum is present, election to the Board of Directors shall be by secret ballot. At such election, 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 these Bylaws and the Declaration. At the first annual meeting after the termination of the Developer's Class "B" membership, the Members shall elect five (5) Directors to staggered terms by plurality vote as follows: the Director receiving the largest number of votes shall serve a term of three (3) years, the Directors receiving the second and third largest number of votes shall serve a term of two (2) years, and the Directors receiving the fourth and fifth largest number of votes shall serve a term of one (1) year; and at each annual meeting thereafter (In the event of a tie in the number of votes received by some or all of the Directors, the majority of the Directors shall set the term of each Director so as to provide for the terms to be so staggered.), the Members shall elect successor Directors for terms of three (3) years. The term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected or appointed. The nominee(s) receiving the largest number of votes shall be elected. If no nominees are nominated pursuant to these Bylaws, the Director(s) shall be appointed by the current Board of Directors. Cumulative voting (i.e., voting more than one (1) time for any Director), is not permitted under any circumstance.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Until the end of the Developer's Class "B" Membership, and after the Developer reacquires its Class "B" Membership, regular meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent by the Developer. If the Developer does not have Class "B" Membership, regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 7.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board of Directors. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

Section 7.4 Requirements: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, or Regulations; (b) initiated to challenge

property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. Notwithstanding the prior sentence, the Board of Directors shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding against the Developer, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes of all of the Members of the Association. This requirements of this Section 8.3 shall not be amended or modified unless such amendment or modification is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall be appointed from the then current Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Compensation for the officers and the employees of the Association shall be fixed by the Board of Directors. The Board of Directors may employ a Director as an employee of the Association and may contract with and thereafter compensate that Director for the management of the Association.

Section 8.2 Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 8.3 Term. Officers of the Association shall be appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

Section 8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time 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 of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time

period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 9.4.

Section 8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep any corporate seal obtained by the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; if authorized by the Board of Directors to do so, shall sign all checks, promissory notes and other financial instruments of the Association; and keep proper books of accounts. The Board

of Directors may employ an independent management company, or such other employees as they may deem necessary, to perform the Treasurer's duties listed herein.

ARTICLE IX
COMMITTEES AND ARCHITECTURAL REVIEW COMMITTEE

When Empowered, the Board of Directors by majority vote may appoint an Architectural Review Committee for the Community. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as contemplated herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors.

ARTICLE X
BOOKS AND RECORDS

The books and records of the Association, required to be made available to the Members by the Act, shall at all times, during reasonable business hours and by appointment, be subject to inspection at the office of the Association and/or copying by an Member upon compliance with the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. In lieu of inspection and at the option of the Association, it may provide copies of the requested books and records to the Member either electronically or by paper copies, at the Member's cost.

ARTICLE XI
FUNDS AND BONDS

Section 11.1 Payments and Depositories. All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expenses of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Articles of Incorporation and the Declaration. As Assessments are paid to the Association by any Owner of a Lot the same may be commingled with the Assessments paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 11.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that

bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIII AMENDMENTS

Section 13.1 Amendment by Members; Correction of Clerical Errors. Except as otherwise required herein, by the Articles of Incorporation, or by applicable law, these Bylaws may be amended by the affirmative vote of the holders of a majority of the votes of all of the Members of the Association, provided (1) that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" Membership, and (2) so long as Developer has Class "B" Membership, these Bylaws shall not be amended by the Members without the Developer's prior written consent. Without limiting the foregoing, the Association, and the Developer, and for so long as the Developer owns any portion of the Property, shall, at any time and from time to time as they see fit, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans

Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 13.2 Amendment by Developer. In addition to any other right to amend as set out herein, as long as the Developer has its Class “B” Membership, the Developer may amend and/or restate these Bylaws without the consent of the Owners, their mortgagees, or the Association. Subject to the Declaration and these Bylaws, every purchaser or grantee of any Lot or Common Area now and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the Bylaws may be amended as provided herein.

Section 13.3 Amendment by Board of Directors. In addition to any other right to amend as set out herein, the Board of Directors may amend and/or restate these Bylaws without the consent of the Owners, their mortgagees, or the Association, in order to (1) designate, add, withdraw, or otherwise modify Neighborhoods or Neighborhood voting in the Community, or (2) add, subtract, or otherwise modify the number of Directors on the Board; provided however, so long as Developer has Class “B” Membership, these Bylaws shall not be amended by the Board without the Developer’s prior written consent.

Section 13.4 Conflict with Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws or the Regulations, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration, the Regulations, and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 14.2 Subject to the right of the Board of Directors to set such date or to a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.3 The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 14.4 The Board shall interpret the terms of the By-laws and its interpretation shall be final.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned incorporator of the Association has hereunto set his hand and seal on this 19 day of July, 2018.

WITNESSES:

PULTE HOME COMPANY, LLC, a Michigan limited liability company f/k/a PULTE HOME CORPORATION

By: [Signature]
Name: Natalie B. Campbell

By: [Signature] (L.S.)
Name: MATTHEW FRANS
Title: VP OF LAND

By: Renee' A. Hansen
Name: Renee' A. Hansen

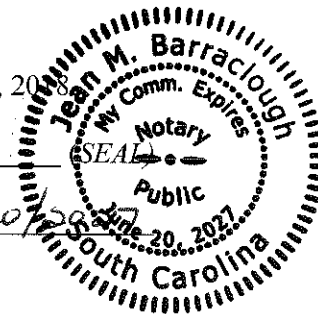
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLSTON)

ACKNOWLEDGMENT

I, JEAN M. BARRACLOUGH, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Pulte Home Company, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this 19 day of July, 2018

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/20/2027



[Signature Page to HOA ByLaws]

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

PEARCE LAW FIRM
 1476 BEN SAWYER BLVD
 SUITE 1
 MT. PLEASANT SC 29464 (COURIER)

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