

**Return to: The Plantation at Grand Harbor
Homeowners Association, Inc
P.O. Box 82
Ninety Six, SC 29666**

**AMENDED AND RESTATED BY-LAWS OF
THE PLANTATION AT GRAND HARBOR
HOMEOWNERS ASSOCIATION, INC.**

**Now therefore, these amended and restated by-laws supersede any
previous by-laws.**

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ARTICLE I

NAME, LOCATION AND APPLICABILITY

The name of the corporation is The Plantation at Grand Harbor Homeowners Association, Inc., hereinafter referred to as the “Association”. The principal office of the corporation shall be located at P.O. Box 82, Ninety Six, South Carolina 29666, but meetings of Members and directors may be held at such places within the State of South Carolina, County of Greenwood, as may be designated by the Board of Directors.

These Bylaws provide for the self-government of Plantation at Grand Harbor Homeowners Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State of South Carolina, and in the Declaration of Covenants, Conditions, Restrictions, Easements and charges of Patriot Plantation, recorded in the Greenwood County, South Carolina land records (“Declaration”)

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to the Plantation at Grand Harbor Homeowners Association, Inc. a nonprofit South Carolina corporation, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

Section 3. “Common Area” shall mean and refer to all real property and personal property owned or used by the Association for the common use and enjoyment

of all of the Owners including the roads which shall not be the responsibility of any governmental authority. All common areas are to be devoted to and intended for the common use and enjoyment of the owners/members of the Properties (subject to any fee schedules and operating rules adopted by the Association and may be, among others, used for sport, enhancement of value of property, engineering necessities, easements, transportation necessities, maintenance, health, general welfare, and enjoyment of any or all of the properties).

Section 4. “Lot” shall mean and refer to any number plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. “Owners” shall mean and refer to the record owner including heirs, successors and assigns, whether one or more persons or entities of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and any lessee or tenant of the owner.

Section 7. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements, Liens and Charges of Patriot Plantation applicable to the Properties recorded in Book 776 at Page 245 in the Office of the Clerk of Court of Greenwood County.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of these By-laws.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association and the membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment payable by all Lot Owners. The voting rights of the Members shall be as provided by the Declaration.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities to the member of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Section 3. Entity Members. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Association’s Board of Directors. Such

person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity that is the Owner of the Unit. Termination of the person's relationship with the Association will create a vacancy in any elected or appointed position within the Association in which such person may have been serving and such vacancy may be filled in accordance with these Bylaws.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meeting. The Board shall schedule regular annual meetings of the Association to occur during the first quarter of the Association's fiscal year, on such date and at such time and place as the Board shall determine. The annual meeting shall be held for the purpose of electing members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

Section 2. Special Meeting. Special membership meetings may be called for any purposes at any time by the Board of Directors or upon written petition of twenty-five (25) percent of the Owners. Any such written petition by the Owners must identify the special meeting purpose on each page of the petition and must be for a purpose on which the Association membership is authorized to act under these Bylaws or the Declaration. The petition, with original signatures, must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of Owners have joined in the petition and shall submit all proper petitions to the Association's President. The President shall then promptly call a special membership meeting for all lawful purposes stated in the petition, at a date, time and location selected by the President. The Secretary shall send notice of such special membership meeting in accordance with these Bylaws within thirty (30) days of the date of delivery of the petition to the Secretary. Except as provided herein, no business may be conducted at a special membership meeting unless notice thereof is included in the meeting notice.

Section 3. Notice of Meetings. Written or electronic notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. 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.

Section 4. Quorum. The presence, in person or by proxy at the beginning of the meeting, of Owners entitled to cast twenty-five (25) percent of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. In establishing the total number of eligible votes for a quorum, if a

Lot is shown on the Association's books and records to be more than thirty (30) days past due in any assessment or charge, or if the voting rights for a Lot have been suspended, that Lot shall not be counted as an eligible vote.

Section 5. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Majority Vote. At a meeting at which a quorum is present, the vote of a majority of the Members present at the meeting, whether in person or by proxy and who are entitled to vote, shall be binding upon all Owners and Members for all purposes except where in the Declaration or in these By-laws, or by law, a higher percentage is required.

Section 7. Voting. The voting rights of the Members set forth in the Declaration are specifically incorporated by this reference.

ARTICLE V

THE ASSOCIATION

Section 1. Duties of the Association. In addition to the powers delegated to it by its Articles or in the Declaration, and without limitation the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) Operation and Maintenance of Common Area. To operate, maintain and otherwise manage or provide for the operation, maintenance, and management of the Common Area together with all easements for operation and maintenance purposes and for the benefit and enjoyment of the Association or its Members over and within the Common Area to keep all improvements of whatever kind and for whatever purpose from time to time located thereof in good order, condition, repair.

(b) Water and Other Utilities. To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone, and gas and other necessary utility services for the Common Area.

(c) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale of any disposition of any property to satisfy the payment of such taxes. Inasmuch as the interest of each owner in the Common Areas is an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each owner in such Common Area shall be included in the assessment for each such Lot and as a result any assessment against such Common Area shall be of a

nominal nature reflecting that the full value of the same has been included in several assessments of the various Lots.

(d) Insurance. To obtain from reputable insurance companies qualified to do business in the State of South Carolina and maintain in force at all times the following policies of insurance: Hazard and liability policies and any other policies as determined by the Board of Directors of the Association.

(e) Electronic Communication. The Board at its discretion may make use of computers, the internet, email and websites to facilitate community interaction and encourage members participation in community activities. This could include a community home page, online newsletter and offer other technology-related services and opportunities for Residents and property owners to interact. Further the Board may hold member meetings/communication through an electronic medium like email or platforms.

(f) Signatures. Whenever the Association's legal instruments require that a document, record or instrument be written in writing, the requirement is satisfied by an electronic record as permitted by South Carolina law. Further the requirement for electronic signatures will be satisfied in electronic form only if the signature is easily recognizable and secure. The Board at its sole discretion may decline the electronic signature if, after review through reasonable verification, it deems the document so signed has been modified or changed since it was electronically signed. Neither the Board nor Association shall be held liable to any member, owner, or entity for accepting or relying upon an electronic document for signature that they believe is reasonably acceptable.

ARTICLE VI

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of five (5) directors who shall be Members of the Association provided.

Section 2. Term of Office. Those Directors serving on the Effective Date of these Bylaws shall remain in office until the terms for which they were elected expire. Successor Directors shall be elected as provided herein. At the first annual membership meeting following the Effective Date, the terms of successor Directors shall be staggered on a one- and two-year basis. At the expiration of the term of office of each member of the Board of Directors a successor shall be elected to serve for a term of two years, commencing on the date of the election and expiring at the second annual membership meeting after such election. A member of the Board shall hold office until his or her respective successor is elected, he or she is removed, or he or she resigns. At the expiration of a Director's term of office, if a successor cannot be elected for any reason, the existing Director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of

death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining a written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Conflict of Interest. Nothing herein shall prohibit a Director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as Director, provided that the Director's interest is disclosed to the Board of Directors and the non-interested voting Directors approve such contract as provided by S.C. code Ann. 33-31-831. The interested Director shall not count for purposes of establishing a quorum of the Board and, if present at a meeting (if any), must leave the room during the discussion on such matter.

Section 7. Standard of Conduct. Officers shall discharge their duties and their conduct shall be evaluated in accordance with the business judgement rule described in the S.C. Code Ann. 33-31-842.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the meeting, or, if elections by mail-in-ballot or electronically in lieu of a meeting, by the method and date prescribed by the Board. The Board also may appoint a nominating committee to make nominations prior to the meeting. If appointed, the Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nomination Committee shall be appointed by the Board of Directors prior to 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 Nomination 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. Such nominations may be made from among the Members only.

Section 2. Election. Directors shall be elected at the annual membership meeting or by mail-in or electronic ballot in lieu of such meeting. If elections are held at the annual membership meeting, voting shall be by written ballot, unless dispensed with by unanimous consent or unless a slate of candidates is unopposed and is accepted by acclamation. The nominees receiving the most votes shall fill the directorships for which elections are held. There shall be no cumulative voting.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Provided, however, any action taken by it shall be valid and binding.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period of not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(b) supervise all directors, agents, and employees of this Association, and to see that their duties are properly performed;

(c) with respect to the annual assessment, to:

(i) fix the amount of the annual assessment to every owner subject to assessment at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclosure the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents, and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(f) cause all directors or employees having fiscal responsibilities to be insured as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of the Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall sign all checks.

Vice President

(b) 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 by the Board. The vice president is authorized to sign checks.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board. The secretary is authorized to sign checks.

Treasurer

(b) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account; shall make an annual statement of the

Association books at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE XI

COMMITTEES

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose including a nominating committee as provided in these By-laws.

ARTICLE XII

BOOKS AND RECORDS

To the extent provided in S.C. Code Ann. 33-31-1602 and upon written request received at least five (5) business days before the date requested for an inspection, all Association Owners and any Eligible Mortgage Holder shall be entitled to inspect the Association's books and records at a reasonable time and location specified by the Association. The Association can limit the length of time of each inspection, but such time limit shall not be less than two (2) hours per inspection. The Association may impose a reasonable charge, covering the cost of labor, materials and copies of any documents, To prevent abuse of an Owner's inspection rights, records previously inspected by an Owner are not subject to inspection again by the same Owner more than once per year.

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other Owners. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

ARTICLE XIII

ASSESSMENTS & INDEMNIFICATION

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which for each Lot subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency the rate of fifteen(15) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

The Association shall indemnify any director or officer or former director or committee member or officer of the Association against all expenses actual and necessary incurred by him or her in connection with the defense of any action suit or proceeding in which he or she is made a part by reason of being or having been such director or officer.

The directors, officers and committee members shall not be held liable for any mistake or judgement, negligent or otherwise or for injury or damage caused by such director, officer or committee member in the performance of his or her duties, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for willful misfeasance or malfeasance. The directors and officers shall have no liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold such directors, officers, free and clear and harmless against any and all liability to others on account of any contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any director officer or committee member or former director, officer or committee member maybe entitled. The Association shall as a common expense maintain adequate general liability and obtain directors and officers liability insurance to fund this obligation.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Plantation at Grand Harbor Homeowners Association, Inc., Greenwood, South Carolina.

ARTICLE XV

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the articles shall control and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January, and end on the thirty-first day of December of every year

ARTICLE XVII

SEVERABILITY

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

ARTICLE XVIII

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Plantation at Grand Harbor Homeowners Association, Inc., a South Carolina corporation; and

THAT the foregoing By-laws constitute the amended and restated by-laws of the Plantation at Grand Harbor Homeowners Association, Inc., as duly adopted by 2/3 of members of the Association

THE PLANTATION AT GRAND HARBOR
HOMEOWNERS ASSOCIATION, INC.

By: _____(SEAL)
Its: Secretary