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BYLAWS OF

LITTLE KEOWEE BAY PROPERTY OWNERS' ASSOCIATION

ARTICLE 1. ENTITY INFORMATION

SECTION 1.1 NAME AND LOCATION

The name of the non-profit corporation is Little Keowee Bay Property Owners' Association, Inc. (the "Association"). Its principal office is in Oconee County, SC.

SECTION 1.2 REGISTERED AGENT

The registered agent for the Association shall be designated by either the President of the Association or its Board Directors from time to time, unless otherwise required by law. The registered office of the Association must be located in South Carolina and may be, but need not be, identical with the principal office.

SECTION 1.3 PURPOSE

The purpose of the Association is to act on behalf of its Members, collectively, as their governing body, with respect to administration, maintenance, repair, and replacement of that certain property which is road and common property of the Property Owners of Little Keowee Bay.

SECTION 1.4 ENTITY

The Association is a nonprofit mutual benefit corporation, organized under the South Carolina Nonprofit Corporation Act of 1994. The Articles of Incorporation were filed with the South Carolina Secretary of State on February 5, 2016.

ARTICLE 2. DEFINITIONS

SECTION 2.1 DEFINED TERMS

All capitalized terms that are used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Little Keowee Bay Subdivision, executed by Keo Partners, LLC, and duly recorded in the Office of the Register of Deeds of Oconee County, South Carolina in Deed Book 2125, at Pages 6-22, as the same may be supplemented and amended from time to time, (the "Declarations").

ARTICLE 3. MEMBERSHIP MEETINGS

SECTION 3.1 MEMBERSHIP

The Members of the Association shall be the "Members," as defined in Article 7, Section 7.1 of the Declarations.

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SECTION 3.2 VOTING RIGHTS

Each lot owner will enjoy one vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly.

SECTION 3.3 PROXIES

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him/her of said lot.

SECTION 3.4 ANNUAL MEETINGS

Annual Meetings shall be called and convened each year at some time during the first two weeks of July. Written notice of any meeting called shall be sent to all Members not less than thirty days or more than sixty days in advance of the meeting. At the meetings the presence of Members either in person or by proxies entitled to cast fifty percent of all votes shall constitute a quorum. The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declarations or Bylaws.

SECTION 3.5 SPECIAL MEETINGS

Special meetings of the Members may be called by a majority of the Board of Directors in office at the time the meeting is called, or upon the written request of the Members who are entitled to vote at least twenty percent (20%) of all of the votes related to the Lots.

SECTION 3.6 PLACE OF MEETINGS

All meetings of the Members shall be held as determined by the Board of Directors. A meeting place within Oconee County South Carolina is preferable, but meetings can be held electronically, using conferencing software (e.g., Go-to-Meeting).

ARTICLE 4. BOARD OF DIRECTORS

SECTION 4.1 BOARD MEMBERS

There shall not be less than four (4) nor more than five (5) Directors who shall be Members of the Association. The Board will consist of the following positions, either individually or combined:

4.1.1 President of Association: will work to conduct property meetings (minimum one per year) and ensure that the covenants of Little Keowee Bay are enforced at all times. The President will address any and all concerns of the newly elected Board. The President will conduct annual or semi-annual meeting(s) with the Association.

4.1.2 Vice President of Association: works in conjunction with the President of the Association to enforce the rules, regulations, and covenants of the Association. If the President is unavailable

to conduct a called meeting, the Vice President will call the meeting to order and conduct according to forum.

4.1.3 Treasurer of Association: keeps track of all financials and funds of the Association, reports amount to President and Board, ensures fees/dues are collected in a timely manner, and prepares annual budget to be presented to the Board for approval.

4.1.4 Secretary of Association: will keep the minutes of each meeting, help with correspondence between property owners, and oversee the website.

4.1.5 Member(s) at Large of Association: shall attend all meetings, assist in the maintenance of the property and vote in all property matters.

SECTION 4.2 NOMINATIONS

A Nominating Committee shall make nominations for the election to the Board. Members may also make nominations from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two or more Members of the Association. The Nominating Committee shall preside during that portion of the Annual Meeting to conduct elections. The Nominating Committee shall make as many nominations for the election to the Board as it shall determine, but not less than the number of vacancies that are to be filled.

SECTION 4.3 ELECTION OF DIRECTORS

The Directors shall be elected at the Annual Meeting of the Members by hand vote unless a Member requests a written 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. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. In the event of a tie vote, a run-off election shall be conducted at the same meeting.

SECTION 4.4 TERM OF OFFICE

Directors will serve a term of one (1) year.

SECTION 4.5 REMOVAL/VACANCY

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, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his/her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

SECTION 4.6 RESIGNATION/SELLING PROPERTY

A Director may resign at any time by giving written notice to the Secretary or President. 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. If a Director sells his/her property, he/she shall be immediately removed from office.

ARTICLE 5. MEETINGS OF DIRECTORS

SECTION 5.1 REGULAR MEETINGS

Meetings of the Board shall be held on a regular basis as often as the Board determines, but not less than quarterly, on such days and at such place and time as may be determined by the Board.

SECTION 5.2 SPECIAL MEETINGS

Special Meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than five (5) days' notice to each Director.

SECTION 5.3 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.

SECTION 5.4 LIABILITY OF THE BOARD

The Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Members shall indemnify, defend, and hold each of the Directors harmless against all contractual liability to others arising out of contracts made by the board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declarations or these Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE 6. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have general charge, management and control of the affairs, funds, and property of this Association and it shall authorize and control all expenditures and make all contracts and purchases. Contracts and loans require the signature of the President, Vice President, Secretary and Treasurer. The Board shall have full power and duty to carry out the purposes of this Association according to law and in accordance with the Declarations and these Bylaws. The Board shall have supervision, control, and direction of the affairs of this Association, its committees, and its publications. It shall determine the policies of this Association or any changes therein, and it shall actively pursue the Association's objectives and supervise the disbursement of its funds. The Board may adopt such rules and regulations for the conduct of its business as shall be deemed advisable and may, in the execution of the powers granted, delegate certain of its authority to the officers and/or committees.

ARTICLE 7. COMMITTEES

The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, they shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE 8. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declarations, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member of the Association, copies may be purchased at reasonable cost.

ARTICLE 9. ASSESSMENTS

As more fully provided in the Declarations, Article 7, Sections 7.4 through 7.7, each Member is obligated to pay to the Association, on or prior to its due date, Annual Assessments and Special Assessments. Any Assessments that are not paid when due shall be delinquent and shall, together with interest and costs of collection, become a continuing lien on the property, which shall bind such property in the hands of the then Owner.

ARTICLE 10. AMENDMENTS

SECTION 10.1 PROCEDURES FOR AMENDMENTS

These Bylaws, along with any changes to the Declarations, may be amended at a Regular or Special Meeting of the Members, by a vote of seventy-five percent (75%) of lot owners.

SECTION 10.2 CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

ARTICLE 11. MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

ARTICLE 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify all Directors or officer(s) and former Directors or officers of the Association, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him/her in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he/she is made a party or was (or is threatened to be made) a party by reason of being or having been such Director or officer, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, Bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Association may purchase and

maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him/her in such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability. The Association's indemnity of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his/her behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise. Nothing contained in this Article 12 or elsewhere in these Bylaws shall operate to indemnify any Director or officer if such indemnification is for any reason contrary to any applicable State or Federal law.

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
) ATTESTATION AND CERTIFICATION
COUNTY OF OCONEE)

BYLAWS FOR

LITTLE KEOWEE BAY PROPERTY OWNERS ASSOCIATION, INC.

PERSONALLY APPEARED, Laura Mae Zimmerman, the Affiant before the undersigned Notary Public, attested and certified as follows:

My name is Laura Mae Zimmerman, I am over the age of eighteen years old and am in all respects legally competent to execute this affidavit.

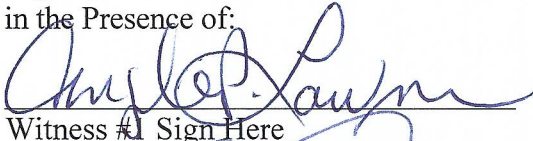
I attest that all facts herein are based on my personal knowledge.

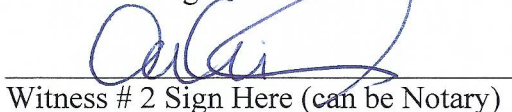
I am the former Secretary of Little Keowee Bay Property Owners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of South Carolina.

I hereby certify and attest that during my term as Secretary the original Bylaws of Little Keowee Bay Property Owners Association were unanimously approved by the Members at the annual meeting of the Members held on August 19, 2017, yet not recorded at that time. Subsequently, at the annual meeting of the Members held on August 4, 2019, the original Bylaws of Little Keowee Bay Property Owners Association were amended, and this is the current version of the Bylaws of Little Keowee Bay Property Owners Association.

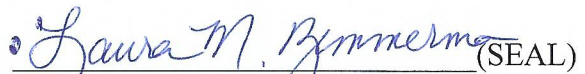
FURTHER AFFIANT SAYETH NAUGHT.

Signed, Sealed and Delivered
in the Presence of:


Witness #1 Sign Here


Witness # 2 Sign Here (can be Notary)

Little Keowee Bay Property Owners
Association, Inc.

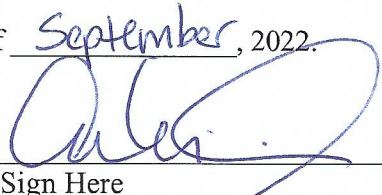
 (SEAL)
BY: Laura Mae Zimmerman
ITS: Former Secretary

STATE OF SC)
)
COUNTY OF Oconee)

ACKNOWLEDGEMENT

I, Ann Marie Sullivan, Notary Public for SC, do hereby certify Laura Mae Zimmerman, former Secretary of Little Keowee Bay Property Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 13 day of September, 2022.



(LS)

Notary Sign Here
Notary Public for South Carolina
My Commission Expires: 10.1.29

Affix Seal