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**BY-LAWS OF  
GIFT PLANTATION  
HOMEOWNERS ASSOCIATION, INC**

3875 Oakley Drive  
Johns Island, South Carolina

12 August 2014

This document supersedes the original By-Laws of Gift Plantation Homeowners Association, Inc. being passed and adopted on 30 January 1991 and any related amendments thereafter. This document is a true copy of the current By-Laws of Gift Plantation Homeowners Association, Inc. passed and adopted on 12 August 2014. This document is formatted to fit paper size 8 ½ x 11.

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## **ARTICLE I**

### **NAME AND LOCATION**

The name of the corporation is Gift Plantation Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3875 Oakley Drive, Johns Island, South Carolina 29455. Meetings of Members and Directors will be held in the John F. Dorr Community Clubhouse within the State of South Carolina unless otherwise designated by the Board of Directors.

## **ARTICLE II**

### **DEFINITIONS**

The following words and terms, when used in these Bylaws or any supplemental set of Bylaws (unless the context shall clearly indicate otherwise), shall have the following meanings:

- a. "Association" shall mean and refer to Gift Plantation Homeowners Association, Inc., a South Carolina Non-Profit Corporation, its successors and assigns.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common Properties" shall mean or refer to those areas of land with any improvements thereon that may be designated as common properties on plats filed for record in the RMC Office for Charleston County, South Carolina, or which may be deeded to the Association.
- d. "Lot" shall mean and refer to any numbered residential parcel of land as shown upon a recorded plat.
- e. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Covenants.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgage has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.
- g. "Covenants" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the real estate records in the RMC Office for Charleston County, South Carolina.
- h. "Properties" shall mean and refer to the property described in the Declaration of Covenants and Restrictions and such additions thereto as are subjected to the declaration or any supplemental declaration.
- i. "Plat" shall mean all Plats within the community of Gift Plantation as recorded in the RMC Office for Charleston County to include but not be limited to: Phase One (1) Conditional Plat: Book H199, Pages 429 - 431 dated January 8, 1991, Phase Two (2) Revised Final Plat: Book F335 Pages 572 - 574 dated October 12, 1999 and Phase Three (3) Final Plat: Book T538, Page 733 dated August 4, 2003.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1** Membership in the Association and voting rights shall be as set forth in the Covenants.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 2** The rights of membership are subject to the timely payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made. The payment of annual dues is to be made on January 15th of each year. Special Assessments are due when designated by the Board of Directors.

### **ARTICLE III**

#### **MEMBERSHIP & VOTING RIGHTS**

**Section 3** The membership rights of any person whose interest in the Properties is subject to assessments, whether or not he is personally obligated to pay such assessments, will be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

### **ARTICLE III**

#### **MEMBERSHIP & VOTING RIGHTS**

**Section 4-Quorum** The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent of the total vote of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent Member who does not execute and return the proxy form sent to him in the mailing referred to in Section 5 of this Article shall be deemed to be present for the purposes of determining the presence of a quorum. Written ballot forms submitted in a timely manner will count toward constituting a quorum.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

##### **Section 5-Voting & Methods**

Members shall be entitled to one (1) vote for each Lot, and the vote required to adopt decisions shall be as set out in Section 4 above. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Member unless another owner objects and in case of disagreement among co-owners as to the vote, the vote which such co-owners may be entitled to cast may not be voted. Votes will only be cast by the member in one (1) of three (3) methods:

1. An official (paper or electronic) ballot in advance of the meeting;
2. In-person at meetings of the Association convened in accordance with the By-laws; or
3. By designating a Proxy Agent\* on the official proxy form that has been presented to the HOA Secretary prior to the meetings of the Association.

\*No person can serve as a Proxy Agent for more than two (2) members in good standing at any one time.



An individual shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Member to appear in person, submit a paper or electronic ballot or return the proxy form sent to him in the official mailing referred to in Section 6 of this Article shall constitute a proxy to and for the majority present and voting.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

##### **Section 6-Proxies, Paper and Electronic Ballots**

Any member may, by written proxy, designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least thirty days (30) prior to a duly called meeting, a member is informed by mail of (1) the time and place of the meeting, (2) the agenda for the meeting, (3) a paper or electronic ballot is included in the mailing along with any data as is then available relative to issues on which there will be a vote, (4) a proxy form is included in such mailing, and the member neither attends the meeting nor returns his executed proxy or ballot form, then such Member shall be deemed to have given his proxy or completed ballot form to and for the majority present and voting. No person, partner of a partnership, no corporation, no associate, etc. can serve as a designated "Proxy Official" for more than two members at any one time.

### **ARTICLE III**

#### **MEMBERSHIP & VOTING RIGHTS**

##### **Section 7-Consents**

Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by all members. To achieve consent the membership must obtain a majority vote of 66% of the membership.

### **ARTICLE III**

#### **MEMBERSHIP & VOTING RIGHTS**

##### **Section 8-Annual Meetings**

The annual meeting of the Association shall be held during the month of November of each year. The exact date is determined by the HOA Board of Directors for the Association each year and communicated to the membership in advance. Any business which is appropriate for action of the Members may be transacted at an annual meeting. The following matters, and such other business as the HOA Board may deem appropriate, shall be taken up at the meeting:

1. Approval to adopt minutes of the prior year's annual meeting;
2. Approval of the HOA operating budget for the next fiscal (calendar) year;
3. Determination of the Annual Assessment for the next calendar year, the due date (payable January 15 of each year);
4. Determination of any Special Assessment, the period covered, and the due date(s);
5. The date of the next annual meeting;
6. When board vacancies occur, the election of members to the Board of Directors in accordance with Article V of these By-laws.



## **MEMBERSHIP & VOTING RIGHTS**

### **Section 9-Special Meetings**

Special Meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a Special meeting.

## **ARTICLE III**

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 10-Notice of Meetings**

Written or by electronic transmission (email) of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Member not fewer than ten (10) nor more than thirty (30) days in advance of the meeting; provided, however, that notice may also be given as described in Section 5 of this Article. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing or by electronic transmission (email) to the lack of proper notice within thirty days following presentation of the minutes of such meeting to all members, in which case the action objected to shall be void.

## **ARTICLE III**

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 11-Waiver of Notice**

Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing or by electronic transmission (email), waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

## **ARTICLE III**

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 12-Place of Meeting**

All meetings of the Association shall be held at the John F. Dorr Community Clubhouse unless otherwise designated by the Board of Directors.

## **ARTICLE III**

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 13-Adjournment**

Any meeting of the Association may be adjourned from time to time for period not exceeding forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session and no additional notice of adjourned sessions shall be required.

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 14-Order of Business**

The order of business at all meetings of the Association shall be as follows:

1. Roll call;
2. Proof of proper notice of the meeting or waiver of notice;
3. The reading of the minutes of the preceding meeting(unless waived by majority of those present);
4. The report of the Board of Directors;
5. The report of the HOA officers;
6. Any reports of committees; including the ARB (if applicable);
7. Election of members in good standing to the HOA Board of Directors (when required);
8. Unfinished business, and
9. New business.

## **ARTICLE III**

## **MEMBERSHIP & VOTING RIGHTS**

### **Section 15-Minutes of Meeting**

The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by any Member at any reasonable time. Minutes of each meeting shall be distributed no more than 45 days from the actual date of the meeting to all members of the Board of Directors. Distribution may be either by mail or email. Copies of the minutes must be shared with the membership and can be posted to the community website at [www.giftowners.com](http://www.giftowners.com) for the convenience of the members.

## **ARTICLE IV**

## **ASSOCIATION PURPOSES AND POWERS**

**Section 1** The Association has been organized to provide a vehicle to assure, through Assessments, that the Properties known as Gift Plantation shall be maintained in an attractive condition and to provide certain other benefits for its Members as set forth in the Covenants. Specific obligations of the Association are to collect assessments for the maintenance of all association or common properties and to provide benefits to the owners of all lots therein.

## **ARTICLE IV**

## **ASSOCIATION PURPOSES AND POWERS**

### **Section 2-Additions to Properties and Membership**

Additions to the Properties shown on the Plat may be made as provided in the Covenants. Such additions, when properly made under the applicable Covenants, shall extend the jurisdiction, functions, duties and membership of the corporation to such Properties.

## **ARTICLE V**

## **BOARD OF DIRECTORS OF THE ASSOCIATION**

### **Section 1-Form of Administration**

The Association shall act by and through its Board of Directors.



## **BOARD OF DIRECTORS OF THE ASSOCIATION**

### **Section 2-Authorities and Duties**

The Board of Directors shall provide the following:

1. the maintenance, repair and replacement of the common properties and the designation and dismissal of the personnel necessary to accomplish same;
2. the collection of assessments from the Members;
3. the procuring and keeping in force of insurance on the common properties, if desired by the Board, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as are obtained; insurance on permanent buildings in an amount equal to the replacement cost thereof shall be obligatory;
4. The enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules" (it shall not be necessary to record regulations newly adopted or the amendment or repeal of existing regulations, but no Member shall be bound by any newly adopted regulation or any amendment or repeal of an existing regulation until a copy of the regulation has been delivered to him);
5. the enforcement of the terms of the Covenants, these Bylaws, and any regulations promulgated pursuant to the Bylaws; and
6. the administration of the Association on behalf and for the benefit of all members to do the things listed in Article IV, Section 1.

## **ARTICLE V**

### **BOARD OF DIRECTORS OF THE ASSOCIATION**

#### **Section 3-Qualification**

Only an individual who is a member in good standing or who together with another person or persons is a member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a member or which together with another person or persons is a member, may be elected and serve or continue to serve as a Director of the Association.

## **ARTICLE V**

### **BOARD OF DIRECTORS OF THE ASSOCIATION**

#### **Section 4-Election and Term**

Directors may be elected by written or electronic ballot. Prior to each annual membership meeting, members may elect to electronically cast a vote for the election of a Director or Directors. Those electronic ballots must be transmitted by email to the HOA Secretary twenty four (24) hours prior to the convening of the annual meeting. For those Members who elect to attend the annual membership, Members shall vote by written ballot to elect Directors for two(2) year terms to succeed the Directors whose terms expire at the meeting. The member or members with the highest number of votes which is the total of all written and electronic votes) shall be elected. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office. Newly elected Directors shall commence to serve at the first Board meeting following the election.



**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 5-Removal**

A Director may be removed from office with or without cause by a majority vote of the Members.

**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 6-Vacancies**

Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor. Each Director will have only one (1) vote. When the Board of Directors is informed that a vacancy is to occur, the Board must notify the membership of the impending vacancy and solicit for nominations within ten (10) business days. Upon notification to the membership, nominations must be submitted to the HOA Secretary within seven (7) days. Those nominations that have been timely received will be evaluated by the remaining Directors who have the authority to select the new Director. If no nominations are received or the Board does not make a selection from the nomination pool then the Board must schedule a Special meeting for the sole purpose of soliciting nominations for the Board vacancy. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 7-Voting**

Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The affirmative vote of three (3) of the five (5) Directors shall be sufficient for any action unless otherwise specified in these By-laws. No Director shall be entitled to more than one vote regardless of the position(s) they hold.

**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 8-Quorum**

Three (3) Directors shall constitute a quorum for the transaction of business.

**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 9-Consent**

Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

**ARTICLE V**  
**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 10-Annual Meetings**

An annual meeting of the Board of Directors shall be held within thirty (30) days preceding the November annual membership meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 11-Regular Meetings**

Regular meeting of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting. Regular meetings shall not be held less frequently than quarterly.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 12-Special Meetings**

Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a Special meeting unless all Directors waive notice of any additional business.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 13-Notice of Meetings**

Written or electronic notice of every meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a Special meeting, the business proposed to be transacted shall be given to every Director not fewer than three (3) nor more than ten (10) days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up, or (2) a Director who is not present and was not given proper notice objects either in writing or by electronic transmission (email) to the lack of proper notice within thirty days following the minutes being presented to said member of such meeting, in which case the action objected to shall be void.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 14-Waiver of Notice**

Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may, in writing or by electronic transmission (via email), waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date and place of the meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 15-Place of Meeting**

All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by, telephone if all Directors consent.



**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 16-Minutes of Meetings**

The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the approved minutes shall be distributed to all members within thirty (30) days following each meeting, and must include an up-to-date financial report with notations of any "unbudgeted" spending. All minutes shall be made available for examination and copying by any Member at any reasonable time.

**ARTICLE V**

**BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 17-Compensation**

The Directors may receive no compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

**ARTICLE VI**

**OFFICERS OF THE ASSOCIATION**

**Section 1-Designation**

The Association shall have one (1) President, one (1) Vice President, one (1) Secretary, one (1) Treasurer and one (1) Member at large. A Past-President may serve as an Ex-officio officer of the Association only by invitation of the Board. The officers of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties, responsibilities provided by these By-laws, or to the extent not so provided, by the Board of Directors. The Association must comply with all current requirements outlined in the South Carolina Non-Profit Corporation Act.

**ARTICLE VI**

**OFFICERS OF THE ASSOCIATION**

**Section 2-Qualifications**

Only Directors may be elected and serve as Officers.

**ARTICLE VI**

**OFFICERS OF THE ASSOCIATION**

**Section 3-Election and Term**

Officers of the Association shall be elected at the first regular meeting of the Board of Directors following the annual meeting of the members of the Association and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An Officer may be re-elected to any number of terms.

**ARTICLE VI**

**OFFICERS OF THE ASSOCIATION**

**Section 4-Removal**

Any officer may be removed from office at any time with or without cause by a majority vote of the Board of Directors



**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 5-President**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to, the power to appoint committees from among Members from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 6-Vice President**

The Vice President shall take the place and perform the duties of the President whenever the President shall be temporarily absent or unable to act for a period of up to 60 days. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 7-Secretary**

The Secretary shall prepare and keep, or cause to be prepared and keep the minutes of all meetings of the Members and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct

**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 8-Treasurer**

The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association.

**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 9-Member at Large**

The Member at Large shall perform the duties and responsibilities as set forth by the President of the Association as well as provide support and assistance to the other Officers of the Board of Directors.

**ARTICLE VI**  
**OFFICERS OF THE ASSOCIATION**  
**Section 10-Ex-Officio**

A HOA Past-President may, by invitation only, serve on the Board of Directors as an Ex-officio. They can only serve at the request by the Board of Directors. The Ex-officio has no voting authority on Board matters but retains their individual voting right as a member of the Association. The term of the Ex-officio will correspond with the term of the seated President. Ex-officio members are advisory in nature and provide institutional knowledge to benefit the Board of Directors.

**ARTICLE VI  
OFFICERS OF THE ASSOCIATION**

**Section 11-Compensation**

No Officers may receive compensation but shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

**ARTICLE VI  
OFFICERS OF THE ASSOCIATION**

**Section 12-Restrictions**

No Director may serve in more than one officer position at any time. In the event of a temporary (less than thirty (30) days vacancy the remaining Board of Directors will decide if a temporary succession plan is necessary. If the vacancy is determined to be permanent, the Board of Directors must follow the procedures outlined in Article V, Section 6.

**ARTICLE VII  
FINANCES**

**Section 1- Fiscal Year**

The fiscal year of the Association shall be determined by the Association and shall run concurrent with the calendar year (January 1 – December 31).

**ARTICLE VII  
FINANCES**

**Section 2-Budget**

The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their initial and annual meeting a proposed budget for the Association for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

**ARTICLE VII  
FINANCES**

**Section 3-Approval of Budget**

The proposed budget, as it may be amended upon motion by any member, shall be submitted to a vote of the members and when approved shall become the budget of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members.

**ARTICLE VII  
FINANCES**

**Section 4-Annual Assessments**

The funds required by the Budget shall be collected from the Members in annual assessments, and the annual Assessments shall be payable as and when determined by the Association.



**ARTICLE VII  
FINANCES**

**Section 5-Special Assessments**

The funds required from time to time to pay any common expenses which are not covered by the Budget but which are approved by the Members shall be collected from all the Members by the Board of Directors in such installments (Special Assessments) as the Members shall determine.

**ARTICLE VII  
FINANCES**

**Section 6-Collection**

Members shall be personally liable for all assessments and shall pay the same promptly when due. The Board of Directors shall take a prompt action to collect by suit, foreclosure or other lawful method any overdue assessment. If any over-due assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, court costs and attorney's fees.

**ARTICLE VII  
FINANCES**

**Section 7-Penalty**

An assessment not paid within thirty days following the date when due shall bear a penalty of 10% percent plus one and a half (1 1/2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment.

**ARTICLE VII  
FINANCES**

**Section 8-Accounts**

The Board of Directors shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in Charleston County, South Carolina. The Board of Directors may also maintain on behalf of the Association an interest bearing savings account with a federally chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

**ARTICLE VII  
FINANCES**

**Section 9-Payments**

The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. Emergency and/or unapproved expenditures which are a one-time expense shall be reviewed and approved by a majority of the Board of Directors before payment is made. The Board of Directors must notify the membership within 30 days of payment (Eblast, Board minutes, written communication) when an expenditure has been incurred but was not approved by the membership. The communication must include at a minimum the amount of the expense, the company or person the payment was made to, the type of



service rendered, whether this is a one time or reoccurring expense and a brief explanation for the expense. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by any two officers of the Association designated by the Board of Directors except the Treasurer. No funds can be transferred from the Capital Reserve account without the approval of the membership.

**ARTICLE VIII  
MAINTENANCE AND IMPROVEMENTS**

**Section 1-Insureds**

Insurance policies upon the common properties covering the items described below, shall be purchased by the Board of the Association for the benefit of the Association, and the Members and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

**ARTICLE VIII  
MAINTENANCE AND IMPROVEMENTS**

**Section 2-Coverage**

Insurance shall cover the following when available:

- a. Public liability in the minimum sum of Two Hundred Fifty Thousand Dollars which insurance shall also cover the Board of Directors;
- b. Workmen's compensation (if required); and
- c. Such other insurance as the Board of Directors may from time to time determine to be desirable.

**ARTICLE VIII  
MAINTENANCE AND IMPROVEMENTS**

**Section 3-Premiums and Deductibles**

Premiums upon Insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to Members as a portion of annual assessments.

**ARTICLE VIII  
MAINTENANCE AND IMPROVEMENTS**

**Section 4-Proceeds**

The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy.

**ARTICLE IX  
LIABILITY AND INDEMNIFICATION**

**Section 1-Liability of the Association**

No Member shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

*Gift Plantation Homeowners Association, Inc. is a nonprofit corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association that represented by the assessments payable by the Member.*

## **ARTICLE IX**

### **LIABILITY AND INDEMNIFICATION**

#### **Section 2-Liability of Directors and Officers**

No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants or these By-laws.

## **ARTICLE IX**

### **LIABILITY AND INDEMNIFICATION**

#### **Section 3-Indemnification of Directors and Officers**

The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Director or an Officer of the Association if all of the following conditions are satisfied:

- A. Such Director or Officer is not required to bear such liability by the terms of the Covenants, the laws of South Carolina or these Bylaws;
- B. Such Director or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same and;
- C. Such Director or Officer cooperates with the Association in defending against the claim.

The expense of indemnifying a Director or an Officer shall be a common expense and shall be borne by all the Members, including such Director or Officer, equally.

## **ARTICLE X**

### **ATTESTATIONS AND CERTIFICATIONS**

#### **Section 1-Attestation of Documents**

The presence of the signature of the Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association shall attest:

1. that the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the Officer subscribed on the document is genuine; and
2. the execution of the document on behalf of the Association has been duly authorized.

## **ARTICLE X**

### **ATTESTATIONS AND CERTIFICATIONS**

#### **Section 2-Certification of Documents**

When any document relating to the Properties or the Association is certified as authentic by the Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.



## **ARTICLE X**

### **ATTESTATIONS AND CERTIFICATIONS**

#### **Section 3-Certification of Actions and Facts**

When there is executed by the Secretary a written statement setting forth (i) actions taken by the Association or by the Board of Directors, or (ii) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may relay on such statement as factually true and correct.

## **ARTICLE XI**

### **AMENDMENTS**

#### **Section 1**

These By-laws may be amended or repealed and new Bylaws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, except that any matter stated herein which is in fact governed by the Covenants, may not be amended except as provided in the Covenants.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **Section 1-Record of Ownership**

Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names and addresses of all Members and of the dates upon which they acquired title to their Lots. Such notices shall be furnished to the Directors at 3875 Oakley Drive, Johns Island, South Carolina 29455.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **Section 2-Notices**

Any notices or documents placed in the mail receptacle or affixed to the front door of the dwelling on any Lot by or at the direction of the Board of Directors shall be deemed delivered to the member of such Lot unless he has previously specified to the Board of Directors, in writing, another address for delivery of notices and documents. Any notice, document or electronic transmission (email) addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be deemed delivered to the Board of Directors.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **Section 3-Waiver**

No provision of the By-laws or the regulations shall be deemed to have abrogated or waived by reason or any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **Section 4-Conflicts**

In the event of any conflict between the By-laws and the Covenants, the Covenants shall control. In the event of a conflict between the By-laws and the regulations, the By-laws shall control.



**ARTICLE XII  
MISCELLANEOUS**

**Section 5-Severability**

The provisions of the By-laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

**ARTICLE XII  
MISCELLANEOUS**

**Section 6-Captions**

Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the By-laws or the intent of any provision.

**ARTICLE XII  
MISCELLANEOUS**

**Section 7-Gender and Number**

All pronouns shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

**ARTICLE XII  
MISCELLANEOUS**

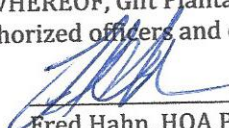
**Section 8-Rules of Order**

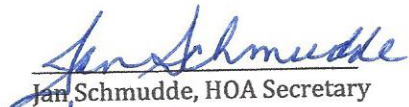
All meetings of the membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

The above By-Laws consisting of pages one (1) through sixteen (16) have been duly adopted by the membership and directors of the Gift Plantation Homeowners Association, Inc. on this 12th day of August 2014.

IN WITNESS WHEREOF, Gift Plantation Homeowners Association, Inc. has caused these presents to be executed by these duly authorized officers and owners:

ATTEST BY:

  
Fred Hahn, HOA President

  
Jan Schmudde, HOA Secretary

Witness #1: Michele C. Brand

Witness #2: Gary Brisbane

**STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON**

Personally appeared before me the undersigned witnesses and made oath that she saw the within named sign, seal and, as their act and deed, deliver the official By-laws for the use and purposes therein mentioned, and that they, with the other witness whose signature appears above, witnessed the execution thereof.

Witness #1   
Michele C. Brand

Witness #2   
Gary Brisbane

SWORN TO BEFORE ME THIS 23<sup>rd</sup> Day of August 2014.

  
Betty M. Dorr  
Notary Public for South Carolina

My commission expires: February 13, 2019

Betty L. Dorr