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Cross Reference to Exhibit "D" to the Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions Recorded in Book 02987 Beginning at Page 1666 in the Office of the Register of Deeds of Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	**SECOND AMENDED AND**
	)	**RESTATED BY-LAWS OF**
	)	**THE HAVEN AT NEW RIVERSIDE**
COUNTY OF BEAUFORT	)	**COMMUNITY ASSOCIATION, INC.**

This Second Amended and Restated By-Laws for The Haven at New Riverside Community Association, Inc. (hereinafter referred to as "By-Laws") is made this 3rd day of January, 2023, by The Haven at New Riverside Community Association, Inc. as a nonprofit corporation, (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Haven at New Riverside which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (hereinafter referred to as "ROD"), on September 2, 2010, in Deed Book 2987 at Page 1666 (hereinafter referred to as"CC&Rs") benefitting and restricting certain real property in the County of Beaufort, State of South Carolina; and

WHEREAS, the Amended and Restated By-Laws of the Haven at New Riverside Community Association, Inc. were recorded September 2, 2010, in the Office of the ROD, in Book 2987 at Page 1737; and

WHEREAS, the First Amendment to the Amended and Restated By-Laws was recorded inthe Office of the ROD for Beaufort County, South Carolina in Book 3250 at Page 0417; and

WHEREAS, the Second Amendment to the Amended and Restated By-Laws was recorded in the Office of the ROD for Beaufort County, South Carolina in Book 3250 at Page 0417; and

WHEREAS, Section 6.7(b) of the By-Laws states, in part, that "[t]hese By-Laws may be amended only by resolution duly adopted by the Board"; and

WHEREAS, the Association desires to record the Second Amended and Restated By-Laws for The Haven at New Riverside Community Association, Inc.

NOW THEREFORE, The following Second Amended and Restated By-Laws was adopted by resolution of the Board of Directors on December 20, 2022:

The foregoing recitals are incorporated herein by this reference.

Exhibit "D"

Second Amended and Restated By-Laws

of

THE HAVEN AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC.

Version of 28 December 2022

Table of Contents

ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS 1

1.1. Name. 1

1.2. Principal Office. 1

1.3. Definitions. 1

Article II. Association: Membership, Meetings, Quorum, Voting, Proxies 1

2.1. Membership. 1

2.2. Place of Meetings. 1

2.3. Annual Meetings. 2

2.4. Special Meetings. 2

2.5. Notice of Meetings. 2

2.6. Waiver of Notice. 3

2.7. Adjournment of Meetings. 3

2.8. Voting by Ballot in Lieu of Meeting. 3

2.9. Voting Rights. 4

2.10. Proxies. 5

2.11. Majority. 5

2.12. Quorum. 5

2.13. Conduct of Meetings. 6

2.14. Action Without a Meeting; By Written Consent. 6

2.15. Meetings of Members; Quorum. 6

Article III: Board of Directors: Number, Powers, Meetings 6

A. Composition and Selection. 6

3.1. Governing Body; Composition. 6

3.2. Number of Directors. 7

3.3. Nomination of Directors. 7

3.4. Election and Term of Office. 7

3.5. Removal of Directors and Vacancies. 8

B. Meetings. 9

3.6. Organizational Meetings. 9

3.7. Regular Meetings. 9

3.8. Special Meetings. 9

3.9. Waiver of Notice. 9
3.10. Quorum of Board of Directors. 10
3.11. Compensation. 10
3.12. Conduct of Meetings. 10
3.13. Open Meetings. 10
3.14. Action Without a Formal Meeting. 11
3.15. Telephonic Participation. 11
C. Powers and Duties. 11
3.16. Powers. 11
3.17. Duties. 12
3.18. Management. 13
3.19 Accounts and Reports. 14
3.20. Borrowing. 16
3.21. Rights of the Association. 16
3.22. Enforcement. 16
Article IV: Officers **18**
4.1. Officers. 18
4.2. Election and Term of Office. 19
4.3. Removal and Vacancies. 19
4.4. Powers and Duties. 19
4.5. Resignation. 19
4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. 19
4.7. Compensation. 20
Article V: Committees **20**
5.1. General. 20
5.2. Covenants Committee. 20
Article VI: Miscellaneous **20**
6.1. Fiscal Year. 20
6.2. Parliamentary Rules. 20
6.3. Conflicts. 21
6.4. Books and Records. 21
6.5. Notices. 22
6.6. Indemnification. 23
6.7. Amendment. 23

BY-LAWS
OF
THE HAVEN AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC.

Article I. Name, Principal Office, and Definitions

1.1. Name.

The name of the Association shall be The Haven at New Riverside Community Association, Inc. ("Association").

1.2. Principal Office.

The principal office of the Association shall be located in Beaufort County, State of South Carolina. The Association may have such other offices as the Board of Directors ("Board") may determine or as the affairs of the Association may require.

1.3. Definitions.

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for The Haven at New Riverside filed in the Register of Deeds of Beaufort County, South Carolina ("Declaration"), unless the context indicates otherwise.

Article II. Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership.

The provisions pertaining to membership in the Declaration are incorporated herein by this reference.

2.2. Place of Meetings.

Meetings of the Association shall be held within the Properties or at such other suitable places within Jasper County or Beaufort County, State of South Carolina, as may be designated by the Board, including, but not limited to, any method of internet conferencing.

2.3. Annual Meetings.

Regular annual meetings shall be set by the Board so as to occur at least thirty (30) days but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by at least ten percent (10%) of the voting Members of the Association.

2.5. Notice of Meetings.

(a) Notice stating the place, day, and hour of any meeting shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (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. Such notices shall be in accordance with the procedure for General Notices set forth in Section 19.10 of the Declaration. For reference, such provision states:

"Unless otherwise expressly stated in writing or required by law, general notices to Owners by the Association, the Board, [or] any Reviewing Body may 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."

(b) In the case of a special meeting or when otherwise required by statute or these By- Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

2.6. 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, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members (as defined in Section 2.9, below) who are present at such meeting may adjourn the meeting to a date not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8. Voting by Ballot in Lieu of Meeting.

Unless otherwise required by the Declaration, the Board may determine that any vote of Members that may be taken at any annual, regular, or special meeting shall be by written or electronic ballot without a meeting. In such event, the Association shall deliver a written or electronic ballot to Members entitled to vote on the matter, which vote shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot shall be valid 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 number of votes cast was the same as the number of votes cast by ballot. 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 needed to approve each matter (other than an election of directors), and (iii) specify the date by which a ballot must be received by the Association in order to be counted.

2.9. Voting Rights.

Members shall have such voting rights as are set forth in the Declaration. For easy reference, certain provisions from Article III of the Declaration are incorporated herein.

(a) One Vote Per Lot. Except as otherwise specified in the Declaration or these By-Laws or otherwise required by law, the vote for each Lot owned by a Member shall be exercised by the Owner.

(b) Voting If More Than One Owner Per Lot. In the event of Multiple Ownership of any kind, including a partnership or corporation, the name of the Property Owner entitled to cast a vote shall be designated as the Voting Member. The Owners shall advise the Association in writing as to the name of the Voting Member.

(c) No Designated Voting Member. If no designation of the Voting Member is made and more than one owner seeks to exercise the right to vote, the Board may either (i) recognize one owner as the Voting Member or (ii) suspend the vote for the lot until the issue has been resolved to the satisfaction of the Board in its sole discretion. In any event the Owner may be deemed present for the purposes of establishing a quorum.

(d) Clarifying Rules by Board of Directors. The Board of Directors shall have the right to adopt Rules or Regulations further clarifying voting procedures if they are not inconsistent with the Declaration or these By-Laws.

(e) Votes by Written Ballot in Lieu of Meeting; Form of Ballot. The Board of Directors may determine that any vote of Owners that may be taken at any annual, regular, or special meeting shall be by written or electronic ballot without a meeting in accordance with procedures established by the Board of Directors. Ballots shall be returned to the Secretary by the date of return specified on the ballot. The Board shall determine the form of all ballots, the wording on the ballot, any questions on which it seeks an advisory vote, and the deadline for return of ballots.

2.10. Proxies.

Any Voting Member who is entitled to cast the vote for a Lot pursuant to Article III of the Declaration and these By-Laws may cast such vote in person by written or electronic ballot, or by proxy. Each proxy shall be in writing, dated, signed, and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary, any Director, or any Person designated by the Board, if any, by personal delivery, U.S. mail, overnight courier, facsimile, or scanned internet document. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Voting Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies by the Voting Member purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than eleven (11) months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Owner's Lot.

2.11. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, Voting Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.12. Quorum.

(a) Except as otherwise provided in these By-Laws or in the Declaration, the presence in person by written or electronic ballot or by proxy of twenty percent (20%) of Voting Members entitled to cast votes in the Association shall constitute a quorum at all meetings.

(b) The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Voting Members representing at least ten percent (10%) of the Voting Members of the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.13. Conduct of Meetings.

The President of the Board shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. In the event of the absence of the President, the Vice President shall act in his or her stead. In the event of the absence of the Vice President or Secretary, any Person designated by the Board shall act in the stead of the absent officer

2.14. Action Without a Meeting; By Written Consent.

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting if written consent specifically authorizing the proposed action is signed by each of the Voting Members entitled to vote. All such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, shall be dated, and shall be delivered to the Association at its principal place of business in the State of South Carolina. Such consents shall be filed with the minutes of the Association. This provision shall be in addition to the right to vote by ballot in lieu of a meeting pursuant to Section 2.8.

2.15. Meetings of Members; Quorum.

At all meetings of the Members, the procedures and requirements set forth in these By-Laws shall apply except as otherwise provided in the Declaration. At all such meetings of the Members, the presence in person by written or electronic ballot or by proxy of Voting Members holding twenty percent (20%) of the total vote of the Association shall constitute a quorum, except as otherwise provided in these By-Laws or in the Declaration.

Article III: Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1. Governing Body; Composition.

(a) The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The Directors shall be Members or residents of Dwelling Units who have completed, prior to or after being elected to the Board, such training and committee or other service requirements as are established by the Board.

(b) In the case of a Member which is not a natural person, any officer, director, partner, member, trust officer, or duly authorized representative of such Member shall be presumed to be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member. Prior to or after being elected to the Board, such Directors shall undergo such training and committee or other service requirements as are established by the Board. No Member may have more than one such representative on the Board at a time.

3.2. Number of Directors.

The number of Directors in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 3.3, Nomination of Directors.

3.3. Nomination of Directors.

(a) Nominations for election to the Board shall be made by a Committee. The Committee shall consist of three (3) or more persons. The members of the Nominating Committee shall be Owners, residents of Dwelling Units, or any officer, director, partner, member, manager, or trust officer of a Member which is not a natural person. The Nominating Committee shall be appointed by the Board to serve a term of one (1)-year or until their successors are appointed.

(b) The Nominating Committee shall make as many nominations for election to the Board of Directors to be elected by the Members as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.2. All candidates shall have a reasonable opportunity to communicate their qualifications to the Owners and to solicit votes.

3.4. Election and Term of Office.

Notwithstanding any other provision of these By-Laws:

(a) The Directors shall be elected by the Members. In such election, pursuant to Section 3.4 of the Declaration, the Member shall be deemed to be entitled to one (1) vote for each Lot it owns. In the first election held pursuant to this subsection, four (4) of the Directors were elected for a term of two (2) years and the remaining three (3) Directors were elected for a term of one (1) year, with each term to expire after the two (2)-year or one (1)-year period, as applicable. Successor Directors shall be elected to serve for two (2)-year terms. The term of each Director elected shall commence on the first day of the month following the election.

(b) Notwithstanding the above, a Director may not serve more than three (3) consecutive two (2)-year terms, after which the Director may not be nominated for office for a period of one (1) year.

3.5. Removal of Directors and Vacancies.

(a) Any Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting of the Members called and noticed for that purpose. Upon removal of a Director, a successor shall be elected by the Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director. Notwithstanding, a successor may be appointed by the Board to fill the vacancy until the next election.

(b) Any Director elected by Members may be removed for cause by a majority of the other Directors present at a regular or special meeting of the Board at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. Conditions constituting grounds for removal for cause may include the following (without limitation): (i) having three (3) consecutive unexcused absences from Board meetings; (ii) being more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association; (iii) failing to perform the duties of a Director as set forth in the By-Laws or applicable law; (iv) violating any code of conduct for a Board member reasonably adopted by the Board or imposed by applicable law; (v) disclosing confidential information of the Association or the Board that is not authorized by the Board or required by the Declaration, the By-Laws, or applicable law; (vi) engaging in inappropriate, illegal, or improper conduct or behavior that negatively reflects on the Association or adversely affects the Association's orderly conduct of business; or (vii) having an irresolvable or unreported conflict of interest.

In the event of the death, disability, or resignation of a Director, a successor shall be appointed by The Board to fill the vacancy until the next annual meeting, at which time the members shall elect a Director to serve the remainder of the term of such Director. A successor may be appointed by the Board to fill the vacancy until the next election.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold its first meeting within sixty (60) days after each annual election of directors.

3.7. Regular Meetings.

Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one such meeting shall be held each quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.8. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President or by any two Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by (a) personal delivery; (b) U.S. first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) email. All such notices shall be given at the Director's telephone number or email address or shall be sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a U.S. mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, or email shall be sent at least twenty-four (24) hours before the time set for the meeting.

3.9. Waiver of Notice.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.10. Quorum of Board of Directors.

At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.11. Compensation.

No Director shall receive any compensation from the Association for acting as such; however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.

3.12. Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep minutes of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

3.13. Open Meetings.

Subject to the provisions of Sections 3.14 and 3.15 all meetings of the Board shall be open to all Members, but a Member other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by the President and approved by the Board. In such case, the President may limit the time any Member may speak. Members can request additional time which can be granted by the President. Notwithstanding the preceding sentence, the President may

adjourn any meeting of the Board and reconvene in executive session, in which only Directors and persons authorized by the Board may participate, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, or confidential business information.

3.14. Action Without a Formal Meeting.

Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.15. Telephonic Participation.

One or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those Directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.16. Powers.

The Board shall have all 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.

3.17. Duties.

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 ("Common Area");

(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; however, 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.

3.18. Management.

The Board may, but shall not be required to, employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such management agent(s) such powers as are necessary to perform his or her assigned duties but shall not delegate policy making authority. The Board may delegate to one of its members the authority to act on behalf of the Board for up to thirty (30) days on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.19. Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed; provided however, that any "shortage" shall be calculated on a cash basis of accounting as provided in Section 10.2 of the Declaration;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) the following financial and related information shall be regularly prepared by the Board and copies made available to all Members of the Association at the expense of the Association:

i. In accordance with Section 10.3 of the Declaration, "not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 10.4 (of the Declaration)." The reserve fund budget and Common Expenses budget are collectively referred to in these By-Laws as the "Budget". The Board shall post written or electronic notice in a prominent place within the Properties that the Budget is available at the business office of the Association or at another suitable location within the Properties. If any Member requests a copy of the Budget, the Association shall, within seven (7) days of receipt of

such request, provide one copy to the Member without charge in accordance with any method of delivery for Notices to Specific Owners or Occupants authorized by Article 19 of the Declaration.

ii. The Board shall cause an annual report ("Financial Statement") to be prepared in accordance with generally accepted accounting principles within one hundred twenty (120) days after close of the Association's fiscal year. The Board shall post written or electronic notice in a prominent place within the Properties that the Financial Statement is available at the business office of the Association or at another suitable location within the Properties. If any Member requests a copy of the Financial Statement, the Association shall, within seven (7) days of receipt of such request, provide one copy to the Member without charge in accordance with any method of delivery for Notices to Specific Owners or Occupants authorized by Article 19 of the Declaration. The Financial Statement shall consist of:

A. a balance sheet as of the end of the fiscal year;

B. an income and expense statement for the fiscal year (this statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots and the names of the Owners assessed); and

C. a statement of changes in financial position for the fiscal year.

Such Financial Statement shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent CPA.

iii. The Board shall do the following at least quarterly:

A. cause a current reconciliation of the Association's operating accounts to be made and review the same;

B. cause a current reconciliation of the Association's reserve accounts to be made and review the same;

C. review the current year's actual reserve revenues and expenses compared to the current year's Budget;

D. review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;

E. review an income and expense statement for the Association's operating and reserve accounts; and

F. review the delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

3.20. Borrowing.

The Association, acting through its Board, shall have the power to borrow money for any legal purpose. If, however, the proposed borrowing is for the purpose of making discretionary capital improvements or purchasing additional capital assets and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12)-month period, exceeds or would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval, by vote or written consent, of a majority of a quorum of Voting Members.

3.21. Rights of the Association.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents' associations, both within and outside the Properties.

3.22. Enforcement.

Enforcement of the Declaration and these By-Laws shall be in accordance with Section 4.2 of the Declaration, which states:

"(a) Types of Sanctions. The Board or any other Association agent authorized in writing by the Board (the "Enforcing Body"), such as, without limitation, a management agent of the Association, any covenants committee created by the Board, or a Reviewing Body (as defined in Section 11.2[b] [of the Declaration]), may impose sanctions for violation of the Governing Documents. Such Board authorization may identify specific Governing Documents for which the Enforcing Body may impose sanctions, may limit the type and extent of sanctions such Association agent may

impose and enforce, and may further define the applicable procedure for imposition and enforcement of such sanctions. Such sanctions may include, without limitation:

"(i) imposing reasonable monetary fines which, if unpaid in a timely manner, shall constitute a Benefitted Assessment for the Lot of the violating Owner and the personal obligation of such Owner. If an occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Enforcing Body, the Owner of the applicable Lot shall pay the fine upon notice from the Board;

"(ii) suspending an Owner's right to vote;

"( ) suspending any Person's right to use any recreational facilities within the Common Area or use activity or use privilege cards issued by the Association; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

"(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

"(iv) levying Benefitted Assessments to cover costs incurred by the Association; and

"(v) filing a suit, action or proceeding (including, without limitation, a temporary or permanent restraining order or other mandatory or prohibitive equitable relief) to enforce the provisions of the Governing Documents."

"(b) Self Help. In addition, an Enforcing Body other than the Board may, with the Board's approval, enforce any provision of the applicable Governing Documents by self-help (including, but not limited to, the towing of vehicles that are violating parking rules and regulations of the Association or any applicable ordinance(s) of Beaufort County or the Town of Bluffton, South Carolina) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth in Article XVII [of the Declaration] or in the By-Laws.

"(c) Remedies Cumulative; Attorneys' Fees. All remedies and sanctions authorized in the Governing Documents shall be cumulative of any remedies available at law or in

equity. In any action to enforce the Governing Documents, if the Enforcing Body prevails in any legal proceeding or mandatory arbitration against an Owner it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs reasonably incurred in such action. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a Benefitted Assessment with respect to the Lot(s) involved in the action.

"(d) Waiver of Enforcement by Board. An Enforcing Body shall not be obligated to take action to enforce any Governing Document which the Board reasonably determines is, or is likely to be construed as, inconsistent with the applicable law, or in any case in which the Board reasonably determines that the Enforcing Body's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed to waive the right of the Enforcing Body or the Association to enforce such provision under other circumstances or preclude the Association from enforcing any other provision of a Governing Document.

"(e) Notice and Appeal of Sanctions. Prior to finally imposing any of the above sanctions, an Enforcing Body shall notify the violator in substantial compliance with Section 19.10(b) [of the Declaration] and provide an opportunity for a written appeal to the Enforcing Body in accordance with a procedure approved by the Board; provided, however, such notice and appeal shall not be a prerequisite to the imposition of a sanction if the Enforcing Body reasonably determines that prompt imposition of the sanction may be required in order to avoid or decrease possible injury to persons or damage to property or avoid a material increase in cost to the Association."

Article IV: Officers

4.1. Officers.

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the members of the Board; other officers may but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual election of Directors, as set forth in Article III.

4.3. Removal and Vacancies.

Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4. Powers and Duties.

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.11 hereof.

Article V: Committees

5.1. General.

The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; however, any committee member, including the committee chair, may be removed by the vote of a majority of the Directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Covenants Committee.

In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the appeal tribunal of the Association and shall review all appeals held pursuant to Section 3.22 of these By-Laws other than appeals to a Reviewing Body (as defined in Section 11.2[b] of the Declaration).

Article VI: Miscellaneous

6.1. Fiscal Year.

The fiscal year of the Association shall be January 1 through December 31 unless otherwise established by Board resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles, the Declaration, or these By-Laws.

6.3. Conflicts.

If there are conflicts between the provisions of South Carolina law, the Articles, the Declaration, and these By-Laws, the provisions of South Carolina law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles, any amendments to the foregoing, the rules of the Association, the membership register, the most recent Financial Statement, the current Budget, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records;

ii. hours and days of the week when such an inspection may be made;

iii. payment of the cost of reproducing copies of documents requested, including, without limitation, the costs of personnel reproducing such documents; and

iv. procedures for ensuring the security and, if reasonably required, the confidentiality of the documents and reasonably minimizing interruption of the normal activities of the Association or the custodian of the records.

(c) Inspection by Directors. Every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such Director's duties as a Director but shall be subject to the conditions set forth in (b) (i), (ii), and (iv) above.

6.5. **Notices.**

(a) Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing. For General Notices, notice shall be given in accordance with Section in Section 19.10(a) of the Declaration. (See Section 2.5 of these By-Laws). For Notices to specific Owners, notice shall be given in accordance with Section 19.10(b) of the Declaration, which is restated below for reference:

"Unless otherwise expressly stated in writing or required by law, notices to specific Owners, lessees or occupants by the Association, the Board, any Reviewing Body, or the Declarant, shall be deemed to have been given in any of the following ways: (i) when such notice, addressed to the current address of such Person on the records of the Association, is deposited, postage prepaid, with the U.S. Postal Service and either (A) sent by United States registered or certified mail, return receipt requested, in which event notice shall be deemed to occur on the date of delivery or rejection of the mailing at the current address, or (B) sent by United States First Class mail, in which event delivery shall be deemed to occur three (3) calendar days after the date of deposit with the United States Postal Service, or (ii) when personally delivered to the current address of such Person on the records of the Association, or (iii) when sent, postage prepaid, by any recognized courier or delivery services which provides confirmation of delivery (such as, without limitation, Federal Express or UPS), in which event notice shall be deemed to occur on the date of delivery or rejection at the current address; (iv) when sent by internet or facsimile, in which event notice shall be deemed to occur on the date of written acknowledgment or response by the recipient, or such earlier date as is acknowledged in writing by the recipient; or (v) when sent by any other notice procedure authorized by South Carolina law for the service of process."

(b) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. **Indemnification.**

(a) The Association shall indemnify every officer, Director, and committee member against all expenses, including counsel fees, reasonably incurred by them and each of them in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, Director, or committee member of the Association.

(b) The officers, Directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, Director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, Director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available.

6.7. **Amendment.**

(a) **By Board.** These By-Laws may be amended only by resolution duly adopted by the Board.

(b) **Validity and Effective Date of Amendments.** Amendments to these By-Laws shall become effective upon adoption in accordance with Section 6.7(a) above, unless a later effective date is set forth in the amendment or resolution adopting such amendment. Amendments to these By-Laws shall be recorded in the Register of Deeds of Beaufort County, South Carolina. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

(c) **Authority of Owner to Consent to Amendment.** If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

{Signature Page to Follow}

{Signature Page of Second Amended and Restated By-Laws}

WITNESSES:

THE HAVEN AT NEW RIVERSIDE COMMUNITY ASSOCIATION, INC.

Witness

By: _____

Witness (may be Notary)

Its: President

Print Name: Michael J. Turner

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, hereby certify that Michael J Turner, its President of The Haven at New Riverside Community Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of The Haven at New Riverside Community Association, Inc.

Witness my hand and official seal this 3rd day of JANUARY, 2023.

Signature of Notary
Print Notary Name: CATHERINE GLADYS
Notary Public for South Carolina
My Commission Expires: _____

Catherine Gladys NOTARY PUBLIC SOUTH CAROLINA

CATHERINE GLADYS
Notary Public - State of South Carolina
My Commission Expires
October 20, 2027