

intention that these Amended and Restated Covenants and Restrictions of Summer Wind Cottages and Amended and Restated Bylaws of Summer Wind Cottage Owners Association shall replace and supersede all previously recorded Covenants and Bylaws pertaining to Summer Wind Cottages and Summer Wind Cottage Owners Association:

1. **DEFINITIONS.** The following words and terms, when used herein and when used in the Amended and Restated Bylaws of the Association attached hereto as Exhibit "A" , shall have the following meaning:

(a) "Association" shall mean and refer to Summer Wind Cottage Owners Association, Inc., a South Carolina non-profit corporation;

(b) "Board" shall mean and refer to the Board of Directors of the Summer Wind Cottage Owners Association;

(c) "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Association which are attached hereto and incorporated herein as Exhibit "A"

(d) "Common Properties" shall mean and refer to any and all property, real and personal, together with any improvements thereon, owned or leased by the Association for the common use and enjoyment of the Members of the Association;

(e) "Property" or "Properties" shall mean and refer to each parcel, lot or unit of real property, within the confines of the Common Properties as represented and delineated on the above referenced plat(s), but excluding the Common Properties;

(f) "Property Owner" shall mean the record owner of the fee simple title to any Property situated within the confines of the Common Properties as represented and delineated on the above referenced plat(s), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation and excluding the Association, as owner of the Common Properties;

(g) "Member" shall mean and refer to all Property Owners who are members of the Association as hereinafter provided.

2. **Summer Wind Cottage Owners Association.** The purpose of the Association is to:

(a) Develop and implement programs to protect the environment and to provide for the health, safety, security, and welfare of Property Owners;

(b) Protect, operate, and maintain such of the roads, playgrounds, open spaces and other Common Properties as are deeded, leased, or otherwise conveyed to the Association or held in trust for the benefit of the Association or the Property Owners;

(c) Acquire, construct, manage, maintain and care for Association properties, including structures, systems and equipment, for the general benefit of the Property Owners and others as determined by the Board, and, if the Board so elects, to maintain and care for exterior of Properties;

(d) Adopt, distribute, and enforce regulations for the common good, including, but not limited to, regulations pertaining to (i) maintenance of property, (ii) sanitation, (iii) use of Common Properties, and (iv) responsibilities and obligations of all residents, including Property Owners, tenants, guests, invitees, and others using facilities and properties owned and/or operated by the Association, for the maintenance of good order and otherwise, (v) security and safety, and (vi) sanctions for violations;

(e) Establish assessments and fees and collect same from Members of the Association and others who use facilities and properties owned and/or operated by the Association;

(f) Obtain insurance of such types, and in such amounts, and with such companies, as the Board, in its sole discretion, deems necessary or desirable for the protection of the Association, of persons acting for or on behalf of the Association, and of the Common Properties and/or other properties in which the Association has an insurable interest; and, in its sole discretion, to purchase one or more "package" insurance policies for some or all of the Properties and/or to impose minimum insurance requirements with respect to properties, to require proof that such insurance is in effect, and to impose such sanctions and/or take such actions as it deems appropriate with respect to noncompliance with any such requirements; and

(g) Engage in such other activities as may be of benefits to the membership.

The matters stated above are and shall be powers and authorities only and shall not in any way be deemed to impose on the Board or the Association any obligation or duty to perform any of the functions enumerated or referred to hereinabove.

The Board of Directors of the Association shall be permitted to perform any of the functions authorized to the Association except as specifically reserved to the membership in the Association's Bylaws. The Board may delegate functions to committees in accordance with the Association's Bylaws and may contract with private individuals or entities for the performance of such functions as it deems appropriate including but not limited to management of the Association on behalf of the Board.

3. **Membership in Association.** Each Property Owner in the Association whose Property is subject to assessment by the Association shall be a Member of the Association. Members shall be entitled to one (1) vote for each Property owned, and when more than one (1) person or entity is an Owner with respect to a single Property, all such persons or entities shall be Members, and their vote for such Property shall be exercised as they, among themselves, determine. In no event shall more than one (1) vote be cast with respect to any single Property.
4. **Property Rights In Common Properties.** Subject to the provisions of these Covenants and the Rules and Regulations of the Association, every Owner shall have a right and easement of

enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Property.

The Owners' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of each Property Owner to have access to such Owner's property by an easement appurtenant thereto for ingress, egress and regress over and upon the Common Properties;
- (b) The right of each Property Owner to have an easement appurtenant for utilities to such Property over and upon the Common Properties;
- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;
- (d) The right of the Association, as provided in its Bylaws, to suspend the enjoyment of rights of any Members for any period during which any assessment remains unpaid and, for any period not to exceed thirty (30) days for any infraction of its Covenants, Bylaws and Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment or to adhere to the Rules and Regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by one-third (1/3) of all votes entitled to be cast by the membership;
- (f) The right of the Association to limit the number of guests of Members;
- (g) The right of the Association to make rules and regulations and impose restrictions upon such use and enjoyment for the benefit of all Members, their guests and assigns; and
- (h) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to a right, after taking possession of such Common Properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all Members' rights therein fully restored.

In the event any Common Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the

Association to repair said damage. The Association shall repair said damage in a good and workmanlike manner in conference with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special parcel assessment upon the Property of said Owner.

5. **Assessments.** Each Owner of a Property shall, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all of the terms and provisions of these Covenants, as the same may be duly amended from time to time, and to pay to the Association: (i) annual assessments or charges; (ii) working capital for the Association; (iii) special assessments and (iv) special parcel assessments. All assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge and continuing lien on the Property against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) or entity who was the Owner of such Property at the time when the assessment fell due. In the event of co-ownership of a Property, all such co-owners shall be jointly and severally liable for the entire amount of the assessments.

(a) **Capital Assessments.** At the time title is conveyed to an Owner, the new owner shall contribute to the working capital reserve maintained by the Association a sum equal to the greater of: (i) one quarter (25%) of the regular, annual assessment in effect as of the date of the transfer of title; or (ii) one quarter of one percent (0.25%) of the sales price. Such funds shall be used solely for capital expenses of the Association and the Common Properties.

(b) **Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for: the improvement, maintenance, and operation of the Common Properties and, if the Board so elects, the Properties, including, but not limited to, providing lighting, pest control, landscape maintenance and general maintenance, improving and maintaining streets and parking areas comprising portions of the Common Properties, maintaining and improving amenities and recreational facilities located on or near the Common Properties, the payment of taxes and insurance thereon, repair, replacement and additions to the Common Properties, and the cost of labor, equipment, material, management and supervision thereof; the operation and running of the Association; and doing any other thing necessary or desirable in the opinion of the Board to keep the Properties and the Common Properties neat and in good order, and to eliminate health and safety hazards, and to provide useful amenities, which in the opinion of the Board may be of general benefit to the Owners of the Properties.

(c) **Special Assessments.** The Association may levy in any assessment year, a special assessment against all Properties, either uniform or by reasonable categorization of Properties, applicable to that year and not more than the next two (2) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the capital improvements upon the Common Properties, including fixtures and personal property related thereto, or when emergency

circumstances dictate, when delay until approval of the next annual budget is unacceptable or when, in the judgment of the Board, a special project is deemed to be in the best interest of the membership as a whole.

(d) **Special Parcel Assessment.** Special parcel assessments may be imposed by the Association upon any unit or parcel of Property, for the purpose of maintaining the exterior appearance thereof, if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's Property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Property at reasonable hours on any day, except Sunday. Special parcel assessments may also be imposed by the Association upon any unit of parcel of Property to cover the cost of repair of damage to the Common Properties as hereinabove provided in Paragraph 4. Nothing herein shall preclude the Board from assuming responsibility for exterior maintenance of Properties, including painting and landscaping, and for providing for the cost thereof through the annual assessments.

The Board of Directors of the Association shall have the rights and power to fix the assessments described above and shall notify each Property Owner of same, in writing. The assessments shall be delinquent when not paid within thirty (30) days after the mailing of such notice. The Board of Directors shall determine whether the assessment shall be paid on a monthly, quarterly, semi-annual or annual basis. The assessments may be increased, adjusted or reduced from time to time by the Board of Directors of the Association, as the needs of the Common Properties, the Properties and the Association, in its judgment, may require, and each Property shall be subject to a uniform assessment or to an assessment on the basis of a reasonable categorization of the Properties, designated by the Board in its sole discretion, based upon reasonable cost-sharing principle reflecting such factors as number of bedrooms, benefit, availability and/or use of the Common Properties and the services of the Association. Properties shall become subject to assessment upon issuance of a certificate of occupancy.

Others who are not members of the Association but who have access to and/or use facilities and properties owned and/or operated by the Association shall be subject to such assessments in the form of access and user fees as may be established by the Association in accordance with the reasonable cost-sharing principles set forth above.

Should a Property Owner fail to pay the Association within thirty (30) days after the mailing of a notice of any such fee, charge, cost or assessment, the Board shall have the right to file notices of liens and lis pendens against subject Properties, and the Association shall have a lien on such Property for the payment of such sum, together with late charges and interest in accordance with the Association's Bylaws. The Board shall have the right to bill and collect interest and late charges, to institute legal proceedings and to enforce such rights to the extent

and in the manner permitted by the laws of South Carolina, including the right to charge and collect all necessary attorney's fees, court costs and other collection expenses necessitated by such delinquency.

Upon conveyance by deed or by law of any Property or part or portions thereof, the purchaser thereof and each successive Owner shall be and become personally liable for and shall pay all fees, assessments and other charge, past or future, due to the Association in accordance with the provisions of these Covenants and the provisions of the Association's Bylaws, as either or both may be amended from time to time.

6. **Maintenance of Property.** It shall be the responsibility of each Property Owner to prevent the development of any unclean, unsightly or unkept conditions on his or her Property, including, where applicable, excessive undergrowth, which shall tend to detract from the beauty of the neighborhood as a whole. If a Property Owner allows the development of any unclean, unsightly or unkept condition on his or her property, the unsatisfactory condition shall be corrected by the Owner at his or her expense upon written request of the Board or its designee. If the Property Owner then fails to correct such condition within ten (10) days after written notice has been given by the Board or its designee, the Board or its designee shall have the right to correct the unsatisfactory condition, and the expense of such correction shall be billed to and borne by the Property Owner.

Notwithstanding anything contained herein, the Association, in addition to maintaining the Common Properties, shall have the right, but not the obligation, to provide exterior maintenance for the Properties. Any cost incurred in connection with such maintenance shall be a lien against the Property and may be collected in the same fashion and as part of the annual maintenance assessment or as a special parcel assessment, as appropriate, all as described in Paragraph 5, supra. In order to enable the Association to make all necessary maintenance and repairs, the Association shall have the right of unobstructed access over and upon each Property at all reasonable times to perform maintenance as provided in this paragraph.

7. **Noxious Activity.** No noxious or offensive activity shall be carried on, in or upon any Property, nor shall anything be done thereon or therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. There shall be no playing of radios, television sets, amplification equipment, or musical instruments so loudly as to be intrusive on the peace and quiet of the neighbors.
8. **Animals, etc.** No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Property, except household pets (in reasonable numbers) of the Owners or occupants of the Property. Such household pets must not constitute a nuisance or cause unsanitary conditions or any undesirable situation for the Property Owners in the Association. Dogs must be leashed when off the Property owned or occupied by their owners.

9. **Roads.** Property Owners, their tenants, guests, invitees and permittees shall have the right to use the roads within the Association for ingress and egress to and from their Property, to and from the common facilities and amenities in the Association, and for general passage. Such use of roads shall be subject to these Covenants, the Bylaws of the Association, and any Rules and Regulations promulgated by the Board, as well as to the general Covenants of the Seabrook Island Development and the Bylaws and Rules and Regulations of the Seabrook Island Property Owners Association (SIPOA).

The Board shall permit commercial and recreational property owners, members, their guests, and invitees, to use the roads within the Association for ingress and egress, in accordance with all duly granted or reserved easements or rights of way and in accordance with guidelines and regulations adopted by the Board.

10. **Storage and Parking of Trailers, Campers, Trucks, etc.** No trailers, travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks or commercial vehicles, or boat trailers, shall be kept, stored or parked overnight, either on any street or any Property, except within enclosed garages or covered garage areas or within storage or parking areas approved by the Board or its designee for such purpose.
11. **Trees and Nature Growth.** Trees and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Board or its designee, or as may otherwise be permissible under regulations and guidelines established by the Board of Directors of the Seabrook Island Property Owners Association. Any Property Owner removing such trees or flora without such approval may be required at his/her cost to replace same.
12. **Trespass.** Whenever the Association, Board or its designee is permitted by the Covenants to correct, repair, clean, preserve, clear or take any action on the Property in the Association, entering the Property and taking such action shall not be deemed to trespass. Entering a Property for inspection purposes to ensure compliance with Covenants also shall not be deemed a trespass.
13. **Condemnation.** Whenever all or any part of the Common Properties owned by or held in trust for the benefit of the Association or the members of the Association shall be taken (or conveyed in lieu of and under threat of condemnation, upon action by the Board) by any authority having the power of condemnation or eminent domain, the Association shall represent the Property Owners in Connection therewith, if and to the extent that individual Property Owners might have or claim an interest in such Common Properties. The award made for such a taking of Common Properties shall be payable to the Association.
14. **Exterior Appearance of Dwellings.** No change shall be made to the exterior appearance of any dwelling, which shall include the erection of any exterior window coverings, awnings, or shutters, which can be seen from the outside of the dwelling without the express approval of both the Association Board and the Architectural Review Board of the Seabrook Island Property Owners Association, in accordance with recorded Covenants of the Seabrook Island Development and the Bylaws Rules and Regulations of the Seabrook Island Property Owners

Association. No interior window dressing may be installed, which is visible from the exterior, unless such window dressing has a white or beige liner, without permission of the Board.

15. **Other Covenants.** The Covenants herein contained are not exclusive but are in addition to the Covenants heretofore recorded for Seabrook Island Development, as the same have been and may hereafter be amended, if and to the extent that the same are or in the future may become applicable to the Properties and/or Common Properties, and to such other easements, declarations, covenants, and agreements as properly affect the Properties and Common Properties described herein.
16. **Notices.** All papers or instruments, plans and specifications, or any other writings provided for under these Covenants, shall be filed with or submitted to the Association or its designated representative, by personal delivery or certified mail in care of the Property Manager on record designated by the Board. Any Notices required or permitted to be given to Property Owners under these Covenants shall be deemed to have been duly given when delivered in person or deposited in the mail, postage prepaid, and addressed to the Owner, at the Property address or at such other address as may have been provided to the Association for such purpose. Such notices to Property Owners may also be given via electronic mail (hereinafter "email") to an email address belonging to a Property Owner which has been provided by such Property Owner to the Association. Once such email address has been provided to the Association by a Property Owner, it shall be the responsibility of the Property Owner to notify the Association of any changes to the e-mail address for which he or she will receive electronic notifications. The Association shall promptly record these e-mail addresses, and any changes in e-mail addresses in the Association's books. Should a Property Owner elect not to receive electronic notices, the Association shall send notice to such Property Owner in writing, by regular U.S. mail, postage prepaid, and addressed to such Property Owner at their address as it appears on the books of the Association at the time of such notice is given
17. **Duration and Amendment.** These Covenants shall run with and bind the land and all parties claiming under them or subject to them, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject hereto for a term of ten (10) years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of one-third (1/3), thirty-three (33%) per cent of the votes then authorized to be cast by the membership, at a duly called meeting of the Association or by a duly conducted referendum, it is agreed to terminate these Covenants. These Covenants, may be altered, modified or cancelled at any time upon the affirmative vote of thirds one-third (1/3), thirty-three (33%) per cent of the votes then entitled to be cast by the membership, at a duly called meeting of the Association or by a duly conducted referendum.
18. **Violations.** If any Property Owner or any other party subject hereto, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for the Board to impose sanctions and for the Board or any Property Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such Covenants, and thereby to prevent him or them from so doing or to recover damages or other due for such

violation. Without limiting the foregoing, the enforcement of these Covenants shall be by the Association of which every Property Owner shall be a member.

- 19. **Severability.** Should any Covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

IN WITNESS WHEREOF, these Amended and Restated Covenants have been signed by the President of the Association as of the day and year first above written.

By signing below, the President of the Association hereby certifies that the Members of the Association have approved these Amended and Restated Covenants by the affirmative vote of two-thirds (66.7%) of the votes entitled to be cast by the Association.

Summer Wind Cottage Owners Association

Kaam Miller
[Signature]

Debra Lehman
By: Debra Lehman
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, Katie Mell, do hereby certify that Debra Lehman, President of Summer Wind Cottage Owners Association personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of October, 2021.

Katie M. Mell (L.S.)
Notary Public – South Carolina
Print name of Notary: Katie M. Mell
My Commission Expires: July 10, 2027



EXHIBIT "A"

Amended and Restated Bylaws of Summer Wind Cottage Owners Association

ARTICLE I. DECLARATION AND PURPOSE

- 1.1 The name of this corporation shall be Summer Wind Cottage Owners Association ("Association"). The Association may have a corporate seal in form approved by the Board.
- 1.2 Its principal office shall be located at the office of the agent designated each year at the annual meeting of Members and included in the minutes thereof.
- 1.3 The purpose and business of the corporation shall be to:
- 1.3.1 Develop and implement programs to protect the environment and to provide for the health, safety, security and welfare of Property Owners;
- 1.3.2 Protect, operate and maintain such of the roads, playgrounds, open spaces and other Common Properties as are deeded, leased or otherwise conveyed to their Association or held in trust for the benefit of the Association of the Property Owners;
- 1.3.3 Acquire, construct, manage, maintain and care for Association properties, including structures, systems and equipment, for the general benefit of the Property Owners and others as determined by the Board, and, if the Board so elects, to maintain and care for the exterior of Properties;
- 1.3.4 Adopt, distribute, and enforce regulations for the common good, including, but not limited to, regulations pertaining to (i) maintenance of property, (ii) sanitation, (iii) use of Common Properties, (iv) responsibilities and obligations of all residents, including Property Owners, tenants, guests and invitees, and others using facilities and properties owned and/or operated by the Association, for the maintenance of good order and otherwise, (v) security and safety, and (vi) sanctions for violations;
- 1.3.5 Establish assessments and fees and collect same from Members of the Association and others who use the facilities and properties owned and/or operated by the Association;
- 1.3.6 Obtain insurance of such types, in such amounts and with such companies as the Board, in its sole discretion, deems necessary or desirable for the protection of the Association, of persons acting for or on behalf of the Association, and of the Common Properties and/or other properties in which the Association has an insurable interest; and, in its sole discretion, to purchase one or more "package" insurance policies for some or all of the Properties and/or to impose minimum insurance requirements with respect to Properties, to require proof that such insurance is in effect, and to impose such sanctions and/or take such action as it deems appropriate with respect to noncompliance with any such requirements; and;
- 1.3.7 Engage in such other activities as may be of benefit to the membership.
- 1.3.8 The matters stated above are and shall be powers and authorities only and shall not in any way be deemed to impose on the Board or the Association any obligation or duty to perform any of the functions enumerated or referred to hereinabove.

1.4 The Board of Directors of the Association shall be permitted to perform any of the functions authorized to the Association except as specifically reserved to the membership in these Bylaws.

1.5 The Board may delegate functions to Committees as hereinafter provided and may contract with private individuals or entities for the performance of such functions as it deems appropriate.

1.6 Mutual Benefits and Responsibilities of Members. Each Member of the Association, his/her family members, guests, and invitees (except where specifically excluded by regulations adopted by the Board of Directors) shall be entitled to use and enjoy the Common Properties and services provided by the Association. Members and such other persons shall be governed in their use of such properties and services and in their conduct by all applicable Covenants recorded in Charleston County, South Carolina, for the Seabrook Island Development, by the Bylaws and Rules and Regulations of the Seabrook Island Property Owners Association, and by these Bylaws and any and all regulations adopted by the Board and on file in the Association's office, as well as the effective Planned Unit Development Zoning Regulations.

1.7 Territory and Jurisdiction. These Bylaws shall be applicable to the land areas known as Summer Wind Cottages in the SEABROOK ISLAND Development in Charleston County, South Carolina, the same being more fully represented and delineated on plat(s) of the same, made by Joel P. Porcher dated October 11, 1979 and January 22, 1980, and recorded in the R.M.C. Office for Charleston County, in Plat books AO and AP, at Page 81 and 81 and on plat of the same, made by E M Seabrook, Jr. dated June 12, 1980, and recorded in the R.M.C. Office for Charleston County, in Plat book AR, at Page 121.

ARTICLE II. AUTHORITIES

2.1 Authorities Reserved to Membership.

2.1.1 To amend or repeal these Bylaws as set forth in Sec. 10.1.

2.1.2 To elect members of the Board of Directors ("Board") except where interim vacancies occur. (Sec. 2.2.7).

2.1.3 By referendum of the members, to purchase, mortgage, sell and convey title to real properties in the form of land improvements and structures which require future commitment of Association funds, except where such authority is specifically granted to the Board (Sec. 2.2.5).

2.2 Authorities Delegated to the Board

2.2.1 To appoint and remove from office any officer; to employ and terminate employees and agents, to fix compensation, and to supervise them; in its discretion to delegate day-to-day operating responsibility to the chairman of committees and staff; to manage and operate the business of the Association and to establish its own administrative and operating policies, except as otherwise specifically reserved to the vote of the membership in these Bylaws.

2.2.2 To enter into leases and contracts and to purchase and sell supplies and equipment needed for operations of the Association within the limits of Sec. 7.2.

2.2.3 To borrow for a period of up to three years and to allocate and invest funds as, in its discretion, the Board finds needed for urgent fiscal operations and emergencies. Any loans for a period longer than three years or which require the mortgaging of the Association's real Property shall be subject to approval by a majority of the Property Owners, except when such authority is specifically granted to the Board (Sec 2.2.5).

2.2.4 To prepare a budget and to publish an annual balance sheet, income and expense statement, and other financial reports and to levy assessments and other fees as provided in Sec. 7.1.

2.2.5 To accept title to real Property which involves roads, parking facilities, rights-of-way, drainage systems, or which results from the actions taken by the Association in order to secure the payment of delinquent maintenance, service, and usage fees, and special assessments, as provided in Sec. 7.3. To purchase mortgage, sell and convey title to real Property for these same purposes. All deeds and other documents affecting real Property owned by the Association, and which require formal corporate execution shall be executed and acknowledged in the name of the Association by the President.

2.2.6 To employ attorneys, engineers and consultants necessary to conduct the Association's business and to participate in proceedings in courts of law and before public agencies as needed to protect and advance the Association's business.

2.2.7 To fill Board vacancies between annual membership meetings by appointing a new Director to serve until the next annual membership meeting, at which time the members shall elect a Director to serve for the remainder of the unexpired term of the Director whose departure created the vacancy.

2.2.8 To adopt, distribute and enforce regulations for the common benefit, governing members, employees, agents, invitees, tenants, guests and other authorized personnel, and others using facilities and properties owned and/or operated by the Association with respect to their conduct and use of the streets, roads and other Common Properties and also with respect to administration and enforcement of applicable protective covenants and restrictions affecting the Properties. The Board shall also have the authority to levy special fees and impose other sanctions for violation of the regulations adopted by the Board.

2.2.9 To obtain an independent financial examination at such intervals and of such type and form as it may from time to time in its sole discretion deem appropriate.

2.2.10 To initiate referenda to act on such matters as the Board may determine.

2.2.11 To engage in such other activities, and to take such timely action as the Board considers necessary under the circumstances for the mutual benefit of Property Owners in the Association, as well as to carry out such specific projects and studies, funds for which have been provided in accordance with these Bylaws.

ARTICLE III. MEMBERSHIP

3.1 **Qualifications.** Every Property Owner in the Summer Wind Cottage Owners Association by acceptance of title becomes a Member of the Association. Where two or more owners hold title to a given property, all such owners shall be members of the Association, subject to the limitations hereinafter set

forth in Sec. 3.2, but are entitled to vote only in accordance with Article III, Sec. 3.7. Whenever a Member shall cease to be an Owner such Member shall automatically be removed from the membership list.

3.2 Member's Rights and Privileges. A Member shall have no vested right, interest or privilege of, in or to the assets, functions, affairs, or franchises of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after their membership ceases. When a Property is owned by multiple persons or by a corporation, partnership or like entity, the multiple owners of the entity shall be entitled to designate up to four (4) users who shall be entitled to the privileges of membership at any one time, except with respect to voting, which is governed by Article III, Sec. 3.7. The names of the designated users shall be submitted to the Association in a writing signed by all of the owners or, in the case of an entity, on behalf of the entity owning the Property, and may be changed from time to time in like manner. Persons other than the designated users who rely on such multiply-owned or entity-owned Property for use of Association facilities will be considered and treated as guests of the designated users and will be subject to all policies and requirements relating to usage by guests.

3.3 Annual Meetings. There shall be an annual meeting of the Members of the Association to be held each year at such date, time and place as fixed by the Board, for the purpose of electing Directors and for the transaction of other business.

3.4 Special Meeting. Special meetings of the membership may be called at any time by the Board and must be called by the Secretary upon written request signed by Members owning five (5) or more units of Property stating the purpose of the meeting. No business may be transacted at such meeting except that specified in the Notice.

3.5 Notice of Meetings. Notice of annual meetings or any special meeting of the membership shall be mailed by the Secretary, or by the Property Manager on record, at least thirty (30) days prior to such meeting.

3.6 Quorum. At any meeting of the membership, a quorum shall consist of the Members owning thirty-three (33%) per cent of the Properties entitled to vote (**Sec. 3.7**) present in person and/or by proxy. Approval by a majority of the votes authorized to be cast by those present in person and/or by proxy shall determine any vote so taken.

3.7 Voting and Proxy. The Property Owner or Property Owners in good standing of each Property as defined by the Board is/are entitled to one vote for each such Property at any membership meeting or in any referendum. Any undivided and undeveloped tract or parcel of Property which is subject to the annual maintenance and service assessment pursuant to Article VII of these Bylaws, is entitled to one (1) vote until it is further subdivided. Votes may be cast at any meeting of the Members in person or by proxy. In the event of a referendum (defined in Section 10.7.3 of these Bylaws), a Virtual Meeting (defined in Section 3.9 of these Bylaws) or the Virtual Attendance (defined in Section 3.9 of these Bylaws) by a Member at a meeting, Members' votes may be cast electronically. The submittal of an electronic vote shall constitute a signature, and shall be duly accepted by the Association pursuant to Title 33, Chapter 31, Section 727 of the Code of Laws of South Carolina, as amended 1976. If more than one Owner attempts to cast a vote with respect to a single Property, no vote shall be counted with respect to such Property inasmuch as it shall not be the duty of the Board or the Association to resolve such conflicts among Property Owners of a Property. Property Owners delinquent in payment of

charges or assessments shall not be eligible to vote, nor shall they be counted in determining a quorum, unless such payment is the subject of a pending appeal.

3.8 **Adjournment.** Any meeting of the membership at which a quorum is not present in person and/or by proxy may be adjourned for not more than thirty (30) days. In such case, twenty (20) days written notice shall be given to all Members, stating the time, place and subject matter for such adjourned meeting.

3.9 **Alternative Manner of Meeting.** In the Board's sole and absolute discretion, the Board may permit all Members to participate in any regular, annual or special meeting of the Members, or conduct the meeting through the use of, any means of communication by which all Members participating may hear each other simultaneously during the meeting (herein referred to as a "Virtual Meeting"). In addition to the foregoing, the Board, in its sole and absolute discretion, may permit one or more, but less than all, of the Members to participate in any regular, annual or special meeting of the Members by the use of any means of communication by which all Members participating may hear each other simultaneously during the meeting (herein referred to as the "Virtual Attendance" of a Member). Any Member participating in a meeting by either of these means is deemed to be present in person at the meeting.

ARTICLE IV. BOARD OF DIRECTORS

4.1 **Number of Directors.** The business and affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors, each of whom shall be Members or spouses/partners of Members and must comply with the requirements of Sec. 4.4 and as otherwise herein provided. A Member and their spouse/partner shall not serve on the Board at the same time.

4.2 **Compensation and Reimbursement.** No Director of the Association shall be entitled to any salary or other compensation for services rendered. The Treasurer may reimburse any Director and any chairman of any committee for reasonable expenses incurred in connection with the performance of Association business.

4.3 **Election and Terms of Office.** At each annual meeting of the Association, Directors shall be elected from among the membership and their spouses/partners to serve until their successors have been elected and qualified. Vacancies in the Board shall be filled by a majority of the remaining Directors, and any such appointed Director shall hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members, or at any special meeting duly called for that purpose. All elected Directors shall assume office immediately upon their election. If a quorum is not present at an annual meeting of the membership, the Board shall approve Directors to serve until a meeting with a quorum is held, at which time Directors will be elected. Upon the expiration of the term of office of each Director elected by the Members, a successor shall be elected to serve a term of two (2) years, and all subsequent terms shall be for two (2) years.

4.4 **Quorum.** At any meeting of the Board, a quorum shall be not less than three (3) members of the Board present in person or by proxy. A simple majority of those voting shall decide any and all matters.

4.5 **Actions of the Board.** The Directors shall act only as a Board and the individual Directors shall have no authority as such unless the Board shall have specifically delegated authority to such Directors or to a standing committee, management entity or other committee chairman.

4.6 **Liability of Directors.** No individual Director, Officer or other person or entity acting on behalf of the Board, or pursuant to its direction, shall be liable for the destruction, loss, injury or damage to the person or property of any Member of the Association or of any commercial entity within the Seabrook Island Development.

4.7 **Fiscal Year.** The business affairs, bookkeeping, accounting and reporting to governmental agencies shall be maintained on a calendar year basis, or as established by the affirmative vote of three (3) Directors.

4.8 **Method of Meeting.** Any or all Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other simultaneously during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.9 **Regular Meetings of the Board.** The Board shall have at least one (1) regular meeting during any fiscal year. All regular meetings of the Board shall be open to the membership, provided, however, that the Board shall have authority to adjourn and reconvene in executive session. If any such meeting of the Board is conducted in whole or in part by any means of communication set forth in Section 4.8, above, the Members shall be provided the opportunity to attend the meeting by the same means of communication. If any such regular meeting of the Board is attended by Directors in person only (i.e., no Director is participating in the meeting by any means of communication set forth in Section 4.8, above) then no Member shall have the right to attend such meeting by any means of communication set forth in Section 4.8, above. The Board shall establish appropriate rules for direct membership participation in Board meetings.

4.10 **Special Meetings.** The President or any one (1) Director may call a special meeting of the Board by filing with the Secretary a written request, either in hard copy or by email, for such meeting, stating the purpose and matters to be considered.

4.11 **Action Without Meeting.** Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by written consent describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. An email from a Director specifically consenting to the action taken shall be deemed written consent by such Director for the purpose of this section.

4.12 **Removal of Director for Failure to Pay Assessments or Other Charges.** Any Director elected by the Members or appointed by the Board who is more than thirty (30) days delinquent (or who is the resident of a Property that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the remaining Directors present at a regular or special meeting of the Board at which a quorum is present, and after such removal, the Board may appoint a successor to fill the vacancy until

the next annual meeting, at which time the Members shall elect a successor for the remainder of the removed Director's term.

ARTICLE V. OFFICERS

5.1 The officers of the Association shall be a President and such other officers as the Board may from time to time deem necessary or appropriate, which officers shall be elected by the Board from among their own number at the regular meeting immediately following the annual meeting of the membership. They shall hold office for the term of one (1) year and until their successors are elected. Any vacancy in an office shall be filled by the Board, which shall also have authority in its sole discretion, to remove any officer. The same individual may hold more than one office simultaneously. A management entity or agent may be employed to perform some or all of the functions hereinafter described for the Secretary and/or Treasurer. If so, wherever the terms "Secretary" or "Treasurer" appear in these Bylaws, they shall be deemed to include such management entity or agent. The following statements of functions shall not be construed as requiring that an individual in fact be elected to fill each position.

5.2 **President.** The President shall be the chief executive officer of the Association and shall preside at the annual meeting and any special meetings of the membership, as well as at all meetings of the Board. The President shall establish the agenda at all membership and Board meetings. Except as otherwise provided, the President shall appoint the committee chairperson for all committees with approval of the Board. The President shall act as ex-officio Member of all committees. All deeds, mortgages, and contracts shall be signed by the President or designee on behalf of the Corporation. The President shall perform all duties incident to the office of President, as well as those assigned to the President by the Board.

5.3 **Vice President.** The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall exercise such other duties as shall be prescribed by the Board.

5.4 **Secretary.** The Secretary shall have custody of, and regularly make available for examination by Members, the membership records and the minutes of the annual meeting and of the Board. The Secretary shall regularly post in the Property Management's sponsored Summer Wind Cottage Association homeowner portal notices of all regular Board meetings; shall designate the responsibility to the Property Manager on record of conducting the correspondence of the Association and of the Board; shall assign custody of the corporate seal, if any to the Property Manager on record; shall designate the responsibility to the Property Manager on record to arrange for the proper execution and custody of all contracts, title deeds, legal documents and other important papers; and shall be responsible for all other duties incident to the office of Secretary. The Secretary shall perform all duties incident to the office of Secretary, as well as those assigned by the Board.

5.5 **Treasurer.** The Treasurer shall designate the responsibility to the Property Manager on record to collect and receive all monies due and belonging to the Association and the Property Manager shall have custody of all funds and securities, either directly or as delegated by the Board. The Treasurer shall designate the Property Manager on record responsible for payment of all lawful bills of the Association, subject to specific or general approval of the Board. The Treasurer shall arrange, along

with the Property Manager on record, for the preparation of the Annual Budget, monitor performance against such budget, and recommend revision of such budget when necessary. The Treasurer shall submit regular financial reports to the Board at its meetings, and at each annual meeting of the membership, and shall submit a report showing the financial condition of the Association for the preceding fiscal year. The Treasurer shall designate the Property Manager on record the responsibility to arrange for internal financial control systems and oversee the operation of the accounting system. The Treasurer shall perform all duties incident to the office of Treasurer, as well as those assigned by the Board.

5.6 Indemnification of Directors and Officers. Any person (including the heirs, executors, administrators, estates, legatees or devisees of such person), who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Association or is or was serving as a staff member or committee member or designated representative of the Association, shall be indemnified by the Summer Wind Cottage Owners Association for any expenses, settlements, verdicts, judgments, fines or other monetary amounts, to include a reasonable attorney's fee, actually or reasonably incurred by him or her in connection with such action, claim, suit or proceeding, to the full extent permitted by law. This indemnification shall not apply to any wrongful intentional acts or to acts outside the scope of the person's authority. The indemnification provided by this Bylaw shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any statute, Bylaw, Article of Incorporation, agreement, vote of the membership or disinterested Directors or otherwise, but the invalidity of this sentence shall not affect the other provisions hereof.

ARTICLE VI. COMMITTEES

6.1 Committees. The President shall have the power to constitute, with approval of the Board, from time to time such committees as the President deems necessary or advisable and to appoint the chairperson thereof.

ARTICLE VII. MAINTENANCE, SERVICE AND USAGE FEES

7.1 The Board shall have the responsibility and authority to assess all Property Owners in the Association, excepting the Association, which is the Owner of the roads, rights-of-way and all Common Properties, an annual maintenance and service fee which shall be based upon the Association's Annual Budget. The Board shall also have the authority to establish and collect assessments from others who use the facilities and properties owned and/or operated by the Association. These fees may be increased, decreased or adjusted from time to time by the Board, to reflect the accepted Annual Budget and any amendment thereof. These charges may be set at a uniform rate or separate rates on the basis of a reasonable categorization of the Properties, designated by the Board in its sole discretion, based upon reasonable cost sharing principles reflecting such factors as number of bedrooms, benefit, availability and/or use of the common Properties and services of the Association. Properties shall become subject to assessment upon issuance of a certificate of occupancy. The Board also shall have authority to levy special assessments applicable to the year of such assessment and not more than the next two (2) successive years, over and above the annual maintenance and service assessments or to authorize the expenditure of unrestricted fund balances for the purpose of defraying, in whole or in part;

the cost of any construction, reconstruction, repair or replacement of the capital improvements upon the Common Properties, including fixtures and personal property related thereto, or when emergency circumstances dictate, when delay until approval of the next annual budget is unacceptable or when, in the judgment of the Board, a special project is deemed to be in the best interest of the membership as a whole. A special assessment or authorization to expend unrestricted fund balances requires an affirmative vote of three (3) members of the full Board. The Board shall also have the authority to levy special parcel assessments upon any unit or parcel of Property, for the purpose of maintaining the exterior appearance thereof, if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairs, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements necessary to keep the Owner's Property from deteriorating or becoming unsightly. Special parcel assessments may also be imposed by the Association upon any unit or parcel of Property to cover the cost of repair of damage to the Common Properties resulting from actions or neglect by an Owner or any of his guests, tenants, licensees, agents, or members of his family. Nothing in this paragraph shall be deemed to preclude the Board's electing to provide exterior care and maintenance of the Properties, including painting and landscaping, and providing for the cost thereof through the annual maintenance and service assessment.

7.2 The Board shall establish a budget of expenditures intended to carry out the purposes and business of the Association stated in Sec. 1.3 or called for in a special assessment and to meet its operating and administrative requirements. The maintenance and service fees may be utilized for any purpose outlined in Sec. 1.3 or for doing any other thing necessary or desirable, in the opinion and judgment of the Board of Directors, to keep the Common Properties in good order and to eliminate health hazards to persons and safety hazards to both persons and properties, or which, in the opinion and judgment of the Board of Directors, may be of general benefit to the Owners or occupants of the land included in the Association. A special assessment may be used only for the specific purpose for which it was imposed.

7.3 The Board, except as provided above with respect to special assessments, special parcel assessments and as provided below for unforeseen matters, may not authorize expenditures in excess of the total budgeted expenditures, unless: there is additional income beyond the Budget that is available for such expenditures and/or there are economic or environmental conditions not contemplated when the Budget was adopted, and such expenditures are necessary in the opinion and judgment of the Board to maintain appropriate standards for security, safety, and operating maintenance and otherwise to carry out the purposes and business of the Association.

7.4 The Board shall have the power to borrow funds for a period up to three (3) years for urgent fiscal operations and to meet emergencies. (Sec. 2.2.3).

7.5 The annual maintenance, service and usage fees and any special assessments or special parcel assessments shall be billed on a timely basis after budget approval, or after determination by the Board, in the case of special assessments or special parcel assessments, and shall be due and payable within thirty (30) days after billing. Other assessments, such as occasional usage fees, shall be payable as determined by the Board. The Board shall assess a late penalty fee of 5.0% on any assessment if unpaid by the due date. Thereafter, continuing until the balance is paid in full, the Board

shall assess interest compounded at the rate of 1.5% per month (18% per annum) or such other rate as the Board may determine on any unpaid balance, including prior years' assessments, late penalty and interest charges. Due to changes in money market or economic conditions, the Board, in its discretion, may make changes in the application and rates of late penalty fees and interest charges or delinquent payments.

7.6 In order to secure the payment of delinquent maintenance, service and usage fees, special assessments and special parcel assessments, the record Owners of the subject Properties and users of Common Properties shall be personally liable and the Association shall have the right to file suit in any court of competent jurisdiction to collect the amounts due and owing to it, together with late penalty fees, interest charges, reasonable collection expenses, attorney's fees and court costs.

7.7 To the extent and in the manner permitted under South Carolina law, the Association shall also have the right to file liens and/or lis pendens against the subject Properties and enforce its lien rights to the extent permitted by South Carolina law.

ARTICLE VIII. ENFORCEMENT

8.1 The Board shall have the power to impose reasonable sanctions, including but not limited to the power to impose fines, which in the case of violations by Property Owners or their tenants, guests or invitees shall constitute a lien upon the Property of the violating Property Owner or of the Property Owner whose tenant, guest or invitees is in violation, to terminate or suspend any common services, and to suspend the Property Owner's right to vote and/or the violator's right or privilege to use the Common Properties or services (subject to the Property Owner's right of access to his Property) for violation of any duty imposed under the Covenants, these Bylaws, or any rules and regulations duly adopted pursuant hereto. In the event that any tenant, guest or invitee of a Property Owner violates the Covenants, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against such tenant, guest or invitee; provided, however, if the fine is not paid by the tenant, guest or invitee; provided, however, if the fine is not paid by the tenant, guest or invitee within the time period set by the Board, the Property Owner shall be liable for payment of the fine upon notice from the Association. The failure of the Board to enforce any provision of the Covenants, Bylaws, or any rule or regulation shall not be deemed a waiver of the rights of the Board to do so thereafter.

8.2 **Notice of Violations.** Prior to imposition of any sanction hereunder, the Board or its designee shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the appropriate committee of the Board, as to matters within committee jurisdiction, or to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the time prescribed in the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed. Notice shall be provided as set forth in Section 10.3 of these Bylaws.

8.3 **Hearing.** If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner or other alleged violator a reasonable opportunity to be heard. Proof of proper notice of such hearing shall be placed in the minutes of the meeting, which notice shall be hand delivered or deposited in the mail, postage prepaid, at least seven (7) days in advance of such hearing.

Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Office, Director, or agent who delivered or mailed such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or the appropriate committee of the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the period reserved for requesting a hearing. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

8.4 **Appeal.** Following a hearing before the appropriate committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of the hearing from which the appeal is taken. Notice of the appeal hearing before the Board shall be given and minutes shall be recorded as provided in Sec. 8.3 above.

8.5 **Additional Enforcement Right.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Covenants, these Bylaws, or the Rules and Regulations of the Association by self help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) 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 procedure set forth above. In any such action, to the maximum extent permissible, the Property Owner, tenant, guest, invitee or other person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IX. FINANCIAL PROVISIONS

9.1 **Fiscal Year.** The fiscal year of the Association shall begin on October 1st of each year and end September 30th or as established by the affirmative vote of three (3) Directors. The Association's maintenance, service and usage fee year shall be the same as the fiscal year.

9.2 **Fidelity Bonds.** All officers and employees of the Association who handle funds of the Association shall be covered by fidelity bonds in amounts to be determined by the Board.

9.3 **Financial Review.** The Board shall obtain an independent financial examination at such intervals and of such type and form as it may from time to time in its sole discretion deem appropriate.

9.4 **Checks.** The Board shall establish appropriate provisions for approval of amounts payable by the Association and for signing of checks by Board officers or designated agents or representatives.

9.5 **Funds.** Funds of the Association shall be deposited in such bank or trust company, or other investment institution, where such deposits are insured by a government agency, as may be recommended by the Treasurer or the Property Manager on record, and approved by the Board. Securities and other valuable documents belonging to the Association shall be held in a safety deposit box or equivalent alternate custody as may be approved by the Board.

ARTICLE X. GENERAL GOVERNANCE

10.1 **Amendments.** Amendments to these Bylaws may only be proposed by resolution of the Board, or by a petition of at least Seven (7) Members in good standing representing ten (10%) of units of Property stating the substance of the proposed amendments and filed with the Secretary at least sixty (60) days prior to an annual meeting. Under either proposal procedure, if the amendment is to be considered at a meeting, the notice of meeting to the membership shall set forth the Bylaw proposed to be amended, the proposed amendments and the reasons given for the proposed amendments. If the amendments are to be considered by referendum, the information accompanying the ballot shall include the Bylaws proposed to be amended, the proposed amendments and the reasons given for the proposed amendments.

Any amendment so proposed may be adopted (i) at an annual meeting in which a quorum has been established, by the lower of one-third (1/3) of the votes authorized to be cast by the Members present in person or by proxy or more than thirty-three (33%) per cent of the votes authorized, to be cast by the membership as a whole, or (ii) by a referendum conducted by the Board when the membership approves the amendment by ballot as indicated by more than thirty-three (33%) per cent of the votes authorized to be cast. (Sec. 10.7.3). Allocation of votes shall be as provided in Sec. 3.7.

10.2 **Conflicts.** If there is any conflict between terms contained in the Covenants affecting the Association, as approved by the Property Owners, the Articles of Incorporation of the Association and these Bylaws, the terms of the Articles of Incorporation shall prevail over these Bylaws, and the terms of the Covenants shall prevail over the Articles of Incorporation and these Bylaws.

10.3 **Notices.** Whenever a notice is required to be given to any Member or Director, notice shall be given in a manner consistent with the provisions of the South Carolina Nonprofit Corporation Act, codified at Title 33, Chapter 31, Section 101, et seq. in the Code of Laws of South Carolina, as amended, 1976. Such notice shall be made in a manner consistent with these Bylaws and made in a fair and reasonable manner. Such notices may be given in writing and sent by regular mail, postage prepaid, and addressed to such Member or Director at their address as it appears on the books of the Association at the time when such notice is given. Such notice shall be deemed given when placed in the mail. Such notices may also be given via electronic mail (hereinafter "email") to an email address belonging to a Member or Director. Any such notice shall be deemed given when the email is sent and no message is returned to the sender indicating that the email failed to send or be received. It is the responsibility of Members and Directors to submit the email address they wish to utilize for these notifications to the Association. It is further the responsibility of a Member or Director to notify the Association of any changes to the email address for which he or she will receive electronic notifications. The Association shall promptly record these email addresses, and any changes in email addresses in the Association's books. Should a Member or Director elect not to receive electronic notices, the Association shall send notice to such Member or Director in writing, by regular U.S. mail, postage prepaid, and addressed to such Member or Director at their address as it appears on the books of the Association at the time of such notice is given. It shall be the responsibility of each Member and Director to keep the Association apprised of changes of ownership and/or mailing address. Changes of ownership and/or mailing address submitted by Members or Directors shall be promptly recorded in the books of the Association.

10.4 **Waiver of Notice.** Unless otherwise provided by law, whenever any notice is required to be given to any Member or Director under the provisions of these Bylaws, a waiver thereof in writing either in hard copy or by email, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Further, attendance at a meeting for any purpose other than to protest the lack of notice shall be deemed to be a waiver of notice by each person so attending.

10.5 **Meeting Procedures.** All meeting of the membership shall be conducted in accordance with Roberts Rules of Order as revised, except, where there may be a conflict, these Bylaws shall prevail.

10.6 **Availability of Minutes.** It shall be incumbent upon the Association's Board to promptly make available, for examination by the members, on reasonable notice during normal business hours, copies of the minutes of meetings of the membership and of regular meetings of the Board.

10.7 **Definitions.** The following terms used in these Bylaws are deemed to have the meanings expressed in this section. Terms defined in recorded Covenants for Summer Wind Cottage Owners Association shall have the meanings specified therein.

10.7.1 **Emergency.** The term "Emergency" shall refer to an unpredictable occurrence such as, but not limited to, a hurricane, earthquake, fire, flood, severe storm or accident, which, in the exercise of its discretion, the Board may find would require an immediate commitment for and/or an expenditure of funds to meet the Association's responsibilities under these Bylaws.

10.7.2 **Delinquent.** The term "delinquent" shall refer to any Member or Members of the Association or others subject to assessment by virtue of their use of the facilities and properties owned and/or operated by the Association, whose annual maintenance, service and/or usage fees or any special assessments, special parcel assessments or any other charges have not been received by the Association and remain unpaid more than thirty (30) days after the due date.

10.7.3 **Referendum.** The term "referendum" shall refer to a written ballot to vote on one or more issues or questions submitted by the Board to the total membership by regular mail or via email, and in which procedure the approval of the membership as indicated by a simple majority of the votes authorized to be cast, excluding the votes of delinquent Members, shall govern the action of the Board.

By signing below, the President of the Association hereby certifies that the Members of the Association have approved these Amended and Restated Bylaws by the affirmative vote of two-thirds (66.7%) of the votes entitled to be cast by the Association.

Debra Lehman

President, of Summer Wind Cottage Owners Association

Date: 10/18/2021