

COPY

RECEIVED 2/20/24
PER CLERK
ROD OFFICE BK: 1229 / PG: 923
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

BYLAWS OF QUEEN'S ROW HOME OWNERS
ASSOCIATION, INC.

Cross Reference: DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS APPLICABLE TO QUEEN'S ROW SUBDIVISION, recorded in Deed
Book X280, at Page 142.

THESE BYLAWS OF QUEEN'S ROW HOME OWNERS ASSOCIATION, INC. (the
"Bylaws") are made on this 23rd day of February, 2024, by Queen's Row Home
Owners Association, Inc., a South Carolina nonprofit corporation (the "Association").

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS APPLICABLE TO QUEEN'S ROW SUBDIVISION, was recorded on
March 4, 1997, in the Office of the Register of Deeds for Charleston County in Deed Book X280,
at Page 142 (as amended and supplemented, the "*Declaration*"); and

WHEREAS, pursuant to the South Carolina Homeowners Association Act §27-30-130, in
order to be enforceable, a homeowners association's governing documents must be recorded in the
register of deeds office in the county where the property is located and to continue to be
enforceable, any governing document not recorded prior to the effective date of this section must
be recorded by January 10, 2019; and

WHEREAS, no bylaws of the Association have ever been recorded in the Office of the
Register of Deeds for Charleston County; and

WHEREAS, pursuant to the South Carolina Nonprofit Corporation Act §33-31-206, the
board of directors of a corporation shall adopt bylaws for the corporation; and

WHEREAS, in order to comply with the requirements of the South Carolina Homeowners
Association Act §27-30-130, the Board of Directors has duly adopted these BYLAWS OF
QUEEN'S ROW HOME OWNERS ASSOCIATION, INC. set forth hereinbelow in accordance
with the South Carolina Nonprofit Corporation Act §33-31-206.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Board hereby
adopts the following:

After recording, please return to:
McCabe, Trotter, & Beverly, PC
ROD Box: Morgan Bryant
MTB File No.: 20454.8

Handwritten notes at the top left, possibly including a date and a name.

COPY

First line of the main body of text, appearing to be a header or introductory sentence.

Second line of text, continuing the main body.

Third line of text, continuing the main body.

Fourth line of text, continuing the main body.

Fifth line of text, continuing the main body.

Sixth line of text, continuing the main body.

Seventh line of text, continuing the main body.

Eighth line of text, continuing the main body.

Ninth line of text, continuing the main body.

Handwritten notes at the bottom right of the page.

BYLAWS OF QUEEN'S ROW HOME OWNERS ASSOCIATION, INC.

ARTICLE I NAME, PURPOSES & POWERS

Section 1. Name: The name of the corporation is Queen's Row Home Owners Association, Inc. (the "Association"). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the name "Queen's Row Home Owners Association" or any variant thereof, of any other names, words or phrases that would tend to give the general public or the membership the impression that the Member, committee, or group of Members is speaking for or on behalf of the Association.

Section 2. Purpose: The purpose for which the corporation is organized is to serve as a property owners association for Queen's Row subdivision, located in Mt. Pleasant, SC and to conduct any lawful activities related to such association. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions and purposes of the Association include: (1) to perform those rights, powers, obligations, purposes, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the community.

Section 3. Powers: The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation: 1) all powers, rights and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and 2) all powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Queen's Row Home Owners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.

Section 3. "Bylaws" shall mean and refer to these Bylaws of Queen's Row Home Owners Association, Inc., as may be amended or supplemented.

Section 4. "Common Area" shall mean and refer to all areas or real property, including the improvements thereon, located within the Properties and intended for the common use and enjoyment of the Owners. Common Area may be shown as "Common Area," "Open Space," or other similar designation on any recorded plats of the Properties or so designated as Common Area in any conveyance to the Association.

Section 5. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Queen's Row subdivision recorded in Deed Book X280 at Page 142 of the Charleston County Register of Deeds Office, as may be amended or supplemented.

Section 6. “Fiscal Year” shall be May 1 – April 30, annually.

Section 7. “Governing Documents” shall mean and refer to the Declaration, these Bylaws, the Plats, the Articles of Incorporation, Architectural Guidelines and the Rules and Regulations, and any other rules and regulations, as any of these may be amended from time to time.

Section 8. “Lot” shall mean and refer to any plot of land with such improvements or dwelling units as may be erected or placed thereon, shown and designated as a Lot upon any recorded subdivision map or any plats of the Properties, with the exception of the Common Areas, which has been subjected to the Declaration.

Section 9. “Member” shall mean and refer to a member of the Association, membership being more particularly set forth in in Article III herein and in the Declaration.

Section 10. “Owner” shall mean and refer to shall mean and refer to the record owner or owners, whether one or more persons, of any Lot which is part of the Properties, but excluding any party holding an interest merely as security for the performance of an obligation.

Section 11. “Properties” shall mean and refer to that certain real property subjected to the Declaration, together with such additional lands as may be subjected to the Declaration.

Section 12. “The Act” shall mean and refer to the South Carolina Nonprofit Corporation Act of 1994 (S.C. Code Ann. §§ 33-31-101, *et seq.*).

ARTICLE III MEMBERSHIP

Section 1. Every Lot Owner shall be a Member of the Association. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons may be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote cast in respect to any Lot.

ARTICLE IV MEETINGS

Section 1. Annual Meeting. A meeting of the Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. Notice of the annual meeting shall be given in accordance with Section 3 herein. The failure to hold an

annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of the Members holding at least five percent (5%) of the total eligible votes of the Association. Notice of special meetings shall be given in accordance with Section 3 herein.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of each notice, postage prepaid, first class mail at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting. In the case of a Special Meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All Proxies shall be in writing and dated by the Member and filed with the Secretary. Every proxy shall be revocable at the pleasure of the Member executing it.

Section 6. Informal Action by Members. Any action which may be taken at a meeting of the Members, may be taken without a meeting, if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept in the Association minute book.

Section 7. Action By Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only 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 total 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: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

Section 8. Parliamentary Procedures. At all meetings, the most recent version of Roberts Rules of Order shall govern for any question of procedure not covered by the Bylaws.

Section 9. Record date for Voting; Members' List for Voting. Members at the close of business on the business day preceding the day on which the meeting notice is first transmitted to any Members shall be the record date and are entitled to notice of the meeting. After the record date for notice of a meeting is fixed, the Board of Directors shall prepare an alphabetical list of the names of all Members, which shall be updated and kept current through the time of the membership meeting. Such list shall list the Members by classification of membership and must show the address and number of votes each Member is entitled to vote at the meeting. The list of Members must be made available for inspection in accordance with the Act.

Section 10. Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the following vote is required to constitute approval by or an act of the Members: (1) the affirmative vote of the majority of votes cast; and (2) such affirmative votes must also constitute a majority of the required quorum. Members entitled to vote on a matter shall have as many votes as specified herein and in the Declaration.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors. Directors need not be Members of the Association, but any Members who are directors must be in good standing, as determined by the Board, but at a minimum must not be delinquent on any assessments.

Section 2. Term of Office. Members shall elect one director to serve for a term of one (1) year, two (2) directors to serve for a term of two (2) years and two (2) directors to serve for a term of three (3) years. At each annual meeting, Members shall elect the number of directors needed to fill the space(s) left by the director(s) whose terms are due to expire. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualifies.

Section 3. Resignation. Any director may resign at any time by giving written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect on receipt thereof by any other such officer.

Section 4. Removal. Any director may be removed at any time, with or without cause, by affirmative vote of a majority of the Members then entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Election. At the Annual Meeting of the Members, the directors shall be elected by secret, written ballot. At such election, the Members or their proxies, may cast with respect to each vacancy, as many votes as they are entitled under the Article III of these Bylaws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 7. Board of Director Meetings. As soon as practicable after the Annual Meeting of Members, a meeting of the Board of Directors shall be held for the appointment of officers and for the transaction of such other business as may properly come before the Board meeting. No notice shall be required for any such meeting if held immediately after the adjournment and at the site of the Annual Meeting of Members. If not so held, notice shall be given in the same manner as required for Special Meetings of the Board. Additional regular meetings of the Board of Directors shall be held at least quarterly, at such location, date and time as may be fixed from time to time by the Board. No notice shall be required for regular Board meetings.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any three (3) directors, after not less than three (3) days' notice to each director.

Section 9. Executive Session. The Board may hold executive sessions in a regular or special meeting from which others are excluded, by affirmative vote of a majority of the directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session. No formal or binding action may be taken in executive session and no minutes shall be taken. An executive session may be held only to: 1) consult with the Association's lawyers concerning legal matters; 2) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; discuss labor or personnel matters; discuss contracts leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage, or; prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 10. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision made by a majority of the Board of Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 11. Informal Action by Directors. Actions taken by a majority of the directors without a meeting is nevertheless board action, if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

Section 12. Parliamentary Procedure. At all Board meetings, the most recent version of Roberts Rules of Order shall govern for any question of procedure not covered by the Bylaws.

Section 13. Obligation of Confidentiality. Each director shall have a continuing obligation to keep confidential any private or privileged information made available to the director pursuant to his or her role on the Board.

ARTICLE VI OFFICERS, POWERS AND DUTIES

Section 1. Powers. In addition to any other powers and duties of the Board outlined in the Declaration, the Board of Directors, without limitation, shall have the power to:

- a. Adopt, amend, and publish rules and regulations governing the use of the Properties, including Common Area and facilities and Lots, and the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof;
- b. Establish and levy fines for any violation or other noncompliance with the provisions of the Governing Documents by any Member, Owner, or any other person or entity on the Properties or in any way utilizing the Properties;
- c. Levy and collect assessments and other charges, including costs of collection, from the Owners in accordance with the Governing Documents;
- d. Suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of the governing documents and any rules and regulations;
- e. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- f. Declare the office of a member of the Board to be vacant in the event such member shall be absent three (3) consecutive regular meetings of the Board;
- g. Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem necessary;
- h. The Board shall serve as the Architectural Review Board ("ARB") in the event an ARB has not been selected or seated;
- i. Appoint committees by resolution and to delegate the powers and duties appurtenant thereto.

Section 2. Duties.

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by Members entitled to at least one-fourth (1/4) of the total votes of Members, who are entitled to vote;
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided in the Declaration to:
 1. Prepare and adopt an annual budget;
 2. Fix the amount of the annual assessment as defined in the Declaration, against each Lot at least thirty (30) days before January 1 of each year;

3. Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days before January 1 of each year;
 4. Establish and levy late fees and interest to be applied to any amounts due and owing to the Association, including amounts levied as assessments, fines, and/or other charges;
 5. Foreclose the lien against any property for which assessments are not paid within one hundred eighty (180) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d. Provide for the operation, care, upkeep and maintenance of the Common Area;
 - e. Enforce the provisions of the Governing Documents;
 - f. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment.
 - g. Cause all officers and/or employees having fiscal responsibilities to be bonded as deemed appropriate.

Section 3. Officers. The officers of the Association shall be President, Vice President, Secretary, Treasurer and a Member-at-Large, and such other officers as the Board may from time to time, create by resolution.

- a. **President.** The President shall preside at all meetings of the Board of Directors and shall see that order and resolutions of the Board are carried out.
- b. **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings of the Board and Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.
- d. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 4. Appointment of Officers. The appointment of officers shall take place at the first meeting of the Board of directors following each Annual Meeting of the Members.

Section 5. Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or be otherwise disqualified to serve.

Section 6. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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.

Section 8. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9. Committees. The Board shall appoint committees as deemed appropriate in carrying out the purpose of the Board and the Association.

ARTICLE VII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with late charges, interest, and costs of collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association, and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located.

Each such assessment, together with late charges, interest, and costs of collection including reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due, and in the event of co-ownership of a Lot, all such co-Owners shall be jointly and severally liable for all such amounts. Each grantee of an Owner shall be jointly and severally liable for all such amounts as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first lien mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 2. Annual Assessment. The Board shall fix the amount of the annual assessment based on the Association's budget for the fiscal year to which it applies. Annual assessments shall be levied at a uniform rate for each Lot subject to annual assessments based on the budget and shall be paid in such manner and on such dates as may be fixed by the Board of Directors. The Board of Directors, in its discretion, may require payment of the annual assessment in a single lump sum or allow the annual assessment to be paid in periodic installments, including, without limitation, monthly, quarterly, or semi-annual installments. Unless otherwise provided by the Board, the annual assessment shall be due and payable as a single lump sum.

Section 3. Special Assessments. In addition to the other assessments authorized herein, the Association, by and through the Board of Directors without approval of the Members, may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate for each Lot subject to special assessments (the obligation for special assessments commencing as provided herein) and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 4. Effect of Nonpayment of Assessments: Remedies of Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In the event that an assessment is to be paid in installments, and any installment becomes delinquent, the Board shall have the right to accelerate and immediately make due and payable the remaining installments. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. Any assessment or installment thereof delinquent for a period of more than sixty (60) days shall bear interest from the due date at a rate of eighteen percent (18%) per annum (or if eighteen percent (18%) per annum is higher than allowed by law, then the highest rate allowed by law). If any assessment or installment thereof shall become delinquent, a lien, as herein provided, shall attach to the Lot, and the lien shall include the assessment(s), together with late charges, interest, and costs of collection, including all costs and expenses and reasonable attorneys' fees. The Association may, in the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise escape liability for the assessments provided for herein, including, by way of illustration, but not limitation, non-use of the Common Area or abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience

or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

ARTICLE VIII ENFORCEMENT

Section 1. "Enforcement". In addition to any other rights, remedies or enforcement mechanisms provided for herein, the Declarant, the Association, or an aggrieved Owner in the appropriate case, shall also have the right to enforce, by any proceeding at law or in equity, the provisions of the Governing Documents. An Owner shall be responsible and liable for the actions and violations of the Owner, all tenants of the Lot, and all other occupants of the Lot, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same. Any failure by the Association or by any Owner to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of the provisions of the Governing Documents, including reasonable attorneys' fees, whether or not any suit is instituted and whether incurred before or after any suit is instituted, shall be paid by the Owner against whom enforcement is sought. Said costs and expenses shall constitute a charge and continuing lien upon such responsible Owner's Lot and shall be added to and become part of the assessments to which the Owner's Lot is subject; therefore, all provisions of the Governing Documents governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses.

Section 2. "Fines". In addition to any other remedies provided for herein or in the Declaration, the Association, by and through its Board of Directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of the Governing Documents. Such monetary fines shall be collected in the same manner as assessments. As further set forth in the Declaration, an Owner shall be responsible and liable for the actions and violations of the Owner, all tenants of the Lot, and all other occupants of the Lot, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same, and as such, an Owner may be fined for violations by any of the same and shall be responsible for payment of any fines levied as a result of a violation by any of the same. The issuance of any fine(s) for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by the Governing Documents.

Section 3. "Suspension of Rights". In addition to any other remedies provided for herein or in the Declaration, the Association, by and through its Board of Directors, shall also have the right to suspend a Member's rights, including but not limiting to a Member's voting rights for violations of the provisions of the Governing Documents of the Association. Such Owner's voting rights may be suspended by the Board of Directors after hearing at which the general requirements of due process shall be observed. Such hearing shall only be held after giving the Owner ten (10) days prior written notice which specifies each violation and sets the location, date, and time of

hearing. A determination of the violation, the time of suspension or other sanction shall be made by a majority vote of the Board. Owner shall have the right to appeal and adverse ruling of the Board and shall be entitled to a hearing de novo before the Membership of the Association, at which general requirements of due process shall be observed. Upon appeal of any Owner, a Special Meeting shall be held within sixty (60) days from the decision of the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of Members present at the Special Meeting.

Section 4. "Self-Help". In addition to any other remedies provided for herein or in the Declaration, in the event of an emergency or in the event of a violation of any provision of the Governing Documents continues to exist for more than thirty (30) days, the Association or its duly authorized agent shall be authorized to cure and/or correct the non-compliance or to cause the non-complying condition to be cured/corrected, in a temporary or permanent manner as the Board deems appropriate under the circumstances. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected in the same manner as assessments.

Section 5. Hearing. Unless provided for otherwise in the Declaration or these Bylaws, an Owner disputing a noticed violation may request a hearing before the Board within ten (10) days of the notice provided thereof. If the Owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a hearing and has impliedly consented to the validity of the violation and the sanctions to be imposed.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X AMENDMENT

These Bylaws may be amended, at regular or special meeting of the Members, by vote of a majority of a quorum of Members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI GENERAL PROVISIONS

Section 1. Indemnification. The Association shall indemnify, defend and hold harmless the Association's directors and officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the directors and officers as consideration for their services to the Association. Such

right of indemnification shall not be exclusive of any other right which such directors, officers, or representatives may have or hereafter acquire. The Association shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the director or officer complies with the terms of the Act.

Section 2. Contracts, Bank Accounts, Etc. The Board is authorized to select such banks or depositories as it shall deem proper for the assets of the Association. The Board shall determine, who if anyone, in addition to the President and the Treasurer shall be authorized from time to time on the Association's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidence of indebtedness, to enter into contracts or to excite and deliver other documents and instruments.

Section 3. Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority.

Section 4. Fiscal Year and Deposits. The Fiscal Year shall be May 1 – April 30, annually unless the Board establishes differently by resolution. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors.

Section 5. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 6. Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

IN WITNESS WHEREOF, in order to comply with the requirements of the South Carolina Homeowners Association Act §27-30-130, the Board of Directors, by and through its duly authorized offer, hereby certifies that these BYLAWS OF QUEEN'S ROW HOME OWNERS ASSOCIATION, INC. were properly adopted by the Board in accordance with the South Carolina Nonprofit Corporation Act §33-31-206.

SIGNED SEALED AND DELIVERED
in the presence of:

QUEEN'S ROW HOME OWNERS
ASSOCIATION, INC.

[Signature]
(witness #1)
V. Mary Baynet
(witness #2)

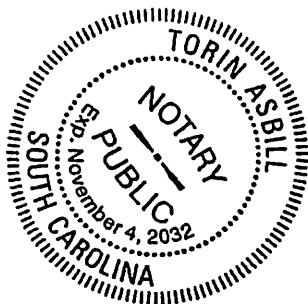
By: Joan M Kellinger
Print Name: Joan M Kellinger
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston

ACKNOWLEDGEMENT

I, Torin Asbill, a Notary Public for the State of South Carolina, do hereby certify that Joan M. Kellinger duly authorized officer of Queen's Row Home Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Given under my hand and official seal this 23rd day of February, 2024



[Signature]
Notary Public for South Carolina
My Commission Expires: 11/4/32