

<u># PGS:</u> 14

# AMENDED BYLAWS OF LAKESHORE HOMEOWNERS ASSOCIATION, INC.

Whereas the Amended Bylaws of Lakeshore Homeowners Association, Inc., are recorded in the Office of the Register of Deeds of Charleston County in Book 0777 at Page 191,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, based on the approval of the required percentage of Owners in the Lakeshore Subdivision, the prior Bylaws and amendments thereto applicable to the Lakeshore Homeowners Association, Inc. are hereby amended as set forth herein.

# ARTICLE I

### NAME AND LOCATION

The name of the non-profit mutual benefit corporation is LAKESHORE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

The mailing address of the Association is PO Box 805, Mount Pleasant, SC 29465-0805. The registered agent for the Association is listed on the website of the South Carolina Secretary of State.

Meetings of Members and Directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

# **ARTICLE II**

# **DEFINITIONS**

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

- a. "Association" shall mean and refer to LAKESHORE HOMEOWNERS ASSOCIATION, INC., a South Carolina Non-Profit Mutual Benefit Corporation, its successors and assigns.
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common Properties" shall mean or refer to those areas of land with or without improvements thereon that may be designated as common properties on plats filed for record in the Register of Deeds ("ROD") Office for Charleston County, South Carolina, or which may be deeded to the Association, and designated in said deed as "common properties".
- d. "Lot" shall mean and refer to those parcels of real property numbered and designed for residential purposes as shown on the recorded plat(s) of Lakeshore Subdivision in Mount Pleasant, South Carolina.
- e. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Covenants.

- f. "Owner" shall mean and refer to the recorded owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner. In the case where a lot is owned by a partnership, corporation or other group of persons, not more than three (3) persons may be designated as eligible to use the lake and recreational facilities. The names may not be changed more than annually.
- g. "Covenants" shall mean and refer to the Lakeshore Homeowner's Association, Inc. Amended Covenants as recorded in the real estate records in the ROD Office for Charleston County, South Carolina
- h. "Properties" shall mean and refer to the property described in the Covenants and such revisions thereto as are subjected to any amendments.
- i. "Plats" shall mean the plats and revisions to the plats of the Lakeshore Subdivision as recorded in the ROD Office for Charleston County.

# **ARTICLE III**

# MEMBERSHIP AND VOTING RIGHTS

<u>Section 1.</u> Membership in the Association and voting rights shall be as set forth in the Covenants.

<u>Section 2.</u> The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made as provided in the Covenants.

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

<u>Section 4. Quorum.</u> The presence at the meeting of Members, or of proxies and/or ballots, entitled to cast fifty-one percent (51%) of the total votes of the Membership shall constitute a quorum for the transaction of business at meetings of the Association.

Section 5. Voting. Unless otherwise provided herein, a majority of the votes cast at such meetings shall be the vote required to adopt decisions. Members shall be entitled to one vote for each Lot. Votes can be cast only in accordance with the Bylaws, and in the absence of a valid proxy and/or ballot, a Member shall act on his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for all in taking any action on behalf of such Member unless another or such person objects

and in case of disagreement among co-owners as to the vote, the vote which such co-owners may be entitled to cast may not be cast. All appurtenant to a single Lot must be cast together and may not be split.

<u>Section 6. Proxies.</u> Any member may, by written proxy, designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. A proxy appointment is valid for eleven months unless revoked by the Member.

<u>Section 7. Consents.</u> Any action which may be taken by a vote of the Members may be approved without a meeting of Members by written consent to such action signed by a majority of all members.

<u>Section 8. Annual Meetings.</u> The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Members may be transacted at an annual meeting, but shall include:

- 1. Approval of a Budget for the fiscal year and
- 2. The election of the Board of Directors in accordance with Article V of these Bylaws.

<u>Section 9. Special Meetings.</u> Special meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 10. Notice of Meetings. Written notice, which may include email message if the Owner has provided such contact information to the Association and has elected this method as the primary means of notice, of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every member not fewer than ten nor more than thirty days in advance of the meeting. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a member who is not present and was not given proper notice objects in writing to the lack of proper notice within ten days following the meeting, in which case the action objected to shall be void.

Section 11. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted

unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

<u>Section 12. Place of Meeting.</u> All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

<u>Section 13. Adjournment.</u> Any meeting of the Association may be adjourned from time to time for a period not exceeding forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session may be transacted at the reconvened session and no additional notice of adjourned sessions shall be required.

<u>Section 14. Order of Business.</u> The order at all meetings of the Association shall be as follows:

- 1. roll call;
- 2. proof of proper notice of the meeting or waiver of notice;
- 3. reading and approval of the minutes of the preceding meeting;
- 4. reports of the Board of Directors and Officers;
- 5. reports of committees;
- 6. election of Directors (when required);
- 7. unfinished business, and
- 8. new business.

<u>Section 15. Minutes of Meeting.</u> The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time.

#### ARTICLE IV

## ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized to provide a vehicle to assure, through assessments, that the Property known as "LAKESHORE SUBDIVISION" shall be maintained in an attractive, sightly condition and to provide certain other benefit for its Members as set forth in the Covenants. Specific obligation of the Association are to collect assessments for the maintenance of the lake, canals and retention ponds (including, the fish population therein and weed control), the regulation of fishing and other water activities, community dock, swimming pool, irrigation system (including the electricity to operate same), additional recreational area lighting, and all common areas. Also, to do all other things as appropriate for the mutual benefit of all lot owners.

<u>Section 2. Additions to Properties and Membership.</u> Additions to the Properties shown on the Plats may be made as provided in the Covenants. Such additions, when properly made under applicable Covenants, shall extend the jurisdiction, functions, duties and membership of the Association to such properties.

#### ARTICLE V

# BOARD OF DIRECTORS OF THE ASSOCIATION

<u>Section 1. Form of Administration.</u> The Association shall act by and through its Board of Directors.

Section 2. Authorities and Duties. The Board of Directors shall provide for the following:

- 1. the maintenance, repair and replacement of the common properties and the designation and dismissal of the personnel necessary to accomplish the same;
- 2. the collection of assessments from the Members;
- 3. the procuring and keeping in force of insurance on the common properties, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as are obtained;
- 4. the enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules". It shall be necessary to record regulations newly adopted or the amendment or repeal of existing regulations. No Member shall be bound by any newly adopted regulation or any amendment or repeal of existing regulation or any amendment until the regulation has been recorded in the ROD Office for Charleston County, South Carolina;
- 5. the enforcement of the terms of the Covenants; these Bylaws, and any regulations promulgated pursuant to the Bylaws; and
- 6. the administration of the Association on behalf and for the benefit of all Members;
- 7. to do all things listed in Article IV, Section 1 "Association Purposes and Powers."

Section 3. Qualification. Only an individual who is a Member or who together with another person or persons is a Member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member or which together with another person or persons is a Member, may be elected and serve or continue to serve as a Director of the Association. The number of Directors provided at any one time by a Member which is an organization or which consists of more than one individual shall not exceed the number of Lots owned by such Member.

Section 4. Election and Term. The Board of Directors shall consist of five people. At each annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire, alternating three Directors elected in one year and two elected in the next year. A plurality of the votes cast shall be sufficient to elect a director in any election. A Director may be elected to a successive term, and a Director shall be deemed to continue in office until the successor has been elected and has assumed office.

<u>Section 5. Removal</u>. A Director may be removed from office with or without cause by the vote of the members.

<u>Section 6. Vacancies.</u> Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of the predecessor. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

<u>Section 7. Voting.</u> Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of three Directors shall be sufficient for any action unless otherwise specified in these Bylaws.

Section 8. Quorum. Three Directors shall constitute a quorum for the transaction of business.

<u>Section 9. Consents.</u> Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors which may include consent delivered by email.

<u>Section 10. Annual Meetings.</u> An annual meeting of the Board of Directors shall be held during each fiscal year within thirty days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

<u>Section 11. Regular Meetings.</u> Regular meetings of the Board of Directors shall be held at such times, dates and places as the board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

<u>Section 12. Special Meeting.</u> Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be called upon the written request of two of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 13. Notice of Meetings. Written notice, which may include email message, of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up, or (2) a Director who is not present and was not given proper notice objects in writing or email to the lack of proper notice within ten days following the meeting, in which case the action objected to shall be void.

Section 14. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any director may, in writing or email, waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date and place of the meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business

transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

<u>Section 15. Place of Meeting.</u> All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone or video communication if all Directors consent.

<u>Section 16. Minutes of Meetings.</u> The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the minutes shall be distributed to each member within twenty days following each meeting, and all minutes shall be made available for examination and copying by any member at any reasonable time.

<u>Section 17. Compensation.</u> The Directors may receive such compensation as the Association may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

# **ARTICLE VI**

#### OFFICERS OF THE ASSOCIATION

<u>Section 1. Designation.</u> The Association shall have a President, a Vice President, a Secretary and a Treasurer. The Association may also have one or more assistants to any such officers as may be necessary from time to time. The offices of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties, responsibilities provided by these Bylaws, or to the extent not so provided, by the Board of Directors.

<u>Section 2. Qualifications.</u> Only Directors may be elected and serve as Officers.

<u>Section 3. Election and Term.</u> Officers of the Association shall be elected by the Board of Directors. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

<u>Section 4. Removal.</u> Any officer may be removed from office at any time with or without cause by the Board of Directors.

<u>Section 5. President.</u> The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in a corporate president.

<u>Section 6. Vice President.</u> The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board of Directors.

<u>Section 7. Secretary.</u> The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board of Directors and shall have charge of such records as the Board of Directors may direct.

<u>Section 8. Treasurer.</u> The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of accounts belonging to the Association.

<u>Section 9. Committees.</u> The Board of Directors shall appoint committees and committee chairpersons from among Members as they may in the Board's discretion deem appropriate to assist in the conduct of the affairs of the Association. This also applies to the Architectural Review Board (ARB), a standing committee of the Association as defined by the Covenants.

<u>Section 10. Compensation.</u> The Officers may receive such compensation as the Association determines and shall be entitled to reimbursement by the Association for expense incurred in the conduct of their duties.

#### ARTICLE VII

# **FINANCES**

<u>Section 1. Fiscal Year.</u> The fiscal year of the Association shall be determined by the Association.

<u>Section 2. Budget.</u> The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

<u>Section 3. Approval of Budget.</u> The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved, shall become the budget ("Budget") of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by the action of the Members.

<u>Section 4. Annual Assessments.</u> The funds required by the Budget shall be collected from the Members in annual assessments, and the annual Assessments shall be payable as and when determined by the Association at the annual meeting.

<u>Section 5. Special Assessments.</u> The funds from time to time to pay any common expenses which are not covered by the Budget but which are approved by the Members shall be collected from all the Members by the Board of Directors in such installments (Special Assessments) as the Members shall determine.

Section 6. Capital Assessment. At the time of the sale or conveyance of a Lot, there shall be assessed by the Association and collected from each purchaser a capital assessment equal to the amount to be determined by the Board which amount shall not be more than twice the Annual Assessment then in effect for such Lot. The Capital Assessment shall be used to establish and maintain a working capital fund for the use and benefit of the Association. The Capital Assessment shall be due at the time of each such conveyance and shall not be considered an advance payment of any portion of the Annual Assessment.

<u>Section 7. Collection.</u> Members shall be personally liable for all assessments and shall pay the same promptly when due. Further, assessments shall constitute a legal lien against the property. The Board of Directors shall take a prompt action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 8. Penalty. An assessment not paid within sixty (60) days following the date when due, can bear a penalty of two percent (2%) of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any potion of a penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member.

Section 9. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in Charleston County, South Carolina. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a federally chartered bank, savings and loan association or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than One Hundred \$100.00) Dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any member at any reasonable time.

Section 10. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of One Hundred (\$100.00) Dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer, by any two officers of the Association designated by the Board of Directors, or by a professional of the financial services company engaged by the Association.

Section 11. Bonding. The Board of Directors shall procure a fidelity bond in an amount of not less than Ten Thousand (\$10,000) Dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

### **ARTICLE VIII**

#### **INSURANCE**

<u>Section 1. Insured.</u> Insurance policies upon the common properties covering the items described below, shall be purchased by the Board of the Association for the benefit of the Association, and the Members and any mortgages, as their interests may appear. Provision shall be made for the

issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

<u>Section 2. Coverage</u> Insurance shall cover the following when available:

- A. Public liability in the sum of One Million (\$1,000,000.00) Dollars and with such coverage as shall be determined by the Board of Directors which insurance shall also cover the Board of Directors;
- B. Workmen's compensation (if required); and
- C. Such other insurance as the Board of Directors may from time to time determine to be desirable.

<u>Section 3. Premiums and Deductibles.</u> Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense but charged to Members as a portion of annual assessments.

### ARTICLE IX

#### LIABILITY AND INDEMNIFICATION

<u>Section 1. Liability of the Association.</u> No member shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

LAKESHORE HOMEOWNERS ASSOCIATION, INC is a non-profit mutual benefit Corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association than that represented by the assessments payable by the Member.

<u>Section 2. Liability of Directors and Officers.</u> No Director or Officer of the Association shall be liable to any member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants or these Bylaws.

Section 3. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against a Director or Officer by reason of position, decision, action or omission as a Director or an Officer of the Association if all of the following conditions are satisfied:

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

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

### ARTICLE X

# ATTESTATIONS AND CERTIFICATIONS

<u>Section 1. Attestation of Documents.</u> The presence of the signature of the Secretary or an Assistant Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association shall attest:

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

<u>Section 2. Certification of Documents.</u> When any document relating to the Properties or the Association is certified as authentic by the Secretary or an Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 3. Certification of Actions and Facts. When there is executed by the Secretary or an Assistant Secretary a written statement setting forth (i) actions taken by the Association or by the Board of Directors, or (ii) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

# ARTICLE XI

#### **AMENDMENTS**

<u>Section 1.</u> These Bylaws may be amended or repealed and new bylaws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, and provide that any matter stated herein to be or which is in fact governed by the Covenants, may not be amended except as provided in the Covenants.

# **ARTICLE XII**

### **MISCELLANEOUS**

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of their identity and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Members and may rely upon the records maintained by the Charleston County Register of Deeds for the dates upon which Owners acquired title to their Lots. Such notices shall be furnished to the Directors at PO Box 805, Mount Pleasant, SC 29465-0805 or sent by email to the Association.

<u>Section 2. Notices.</u> Any notices or documents placed in the mail receptacle or affixed to the front door of the dwelling on any Lot or at the direction of the Board of Directors or by email as designated and elected by the Member shall be deemed delivered to the member of such Lot unless the Member has previously specified to the Board of Directors, another address for delivery of notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of a Member shall be delivered to the Board of Directors.

<u>Section 3. Waiver.</u> No provision of the Bylaws or the regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

<u>Section 4. Conflicts.</u> In the event of any conflict between the Bylaws and the Covenants, the Covenants shall control, as appropriate. In the event of a conflict between the Bylaws and the regulations, the Bylaws shall control.

<u>Section 5. Severability.</u> The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

<u>Section 6. Captions.</u> Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Bylaws or the intent of any provision.

<u>Section 7. Gender and Number.</u> All pronouns shall be deemed to include the masculine, the feminine and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

<u>Section 8. Rules of Order.</u> All meetings of the membership and the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

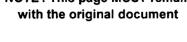
# State of South Carolina County of Charleston

The foregoing document was acknowledged before me to Homeowners Association, Inc. on 3 11 2020  Signature of Notary  Expiration Date: 5 19 2026	oy Glen Pellett, President of Lakeshore  HAINES  NOTARY  NOTAR
Lakeshore Homeowners Association, Inc.  Glen Pellett, President	Mitness Witness
Witness: Debbie Firebaugh, Secretary	

Witness: Steve Zwicky, Maintenance and Projects Manager

# **RECORDER'S PAGE**

**NOTE:** This page MUST remain with the original document





COUNTER CUSTOMER DEBORAH FIREBAUGH 1414 WATERLILLY DRIVE MT PLEASANT, SC 29464



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