

# APPENDIX C

By-laws of Lake Shore Architectural Review Committee, Inc

**BY-LAWS**  
**OF**  
**LAKE SHORE ARCHITECTURAL REVIEW COMMITTEE, INC.**

- TABLE OF CONTENTS -

	Page
<b>Article 1 Name, Principal Office, and Definitions .....</b>	<b>1</b>
1.1. Name.....	1
1.2. Principal Office.....	1
1.3. Definitions.....	1
<b>Article 2 Meetings, Quorum, Voting, Proxies .....</b>	<b>1</b>
2.1. Notice.....	1
2.2. Proxies.....	2
2.3. Quorum.....	2
2.4. Conduct of Meetings.....	2
<b>Article 3 Board of Directors: Selection, Meetings, Powers .....</b>	<b>2</b>
A. Composition and Selection.....	2
3.1. Governing Body; Qualifications.....	2
3.2. Number of Directors.....	2
3.3. Selection of Directors; Term of Office.....	2
3.4. Removal of Directors and Vacancies.....	3
B. Meetings.....	3
3.1. Regular Meetings.....	3
3.2. Special Meetings.....	3
3.3. Notice; Waiver of Notice.....	4
3.4. Telephonic Participation in Meetings.....	4
3.5. Quorum of Board.....	4
3.6. Conduct of Meetings.....	5
3.7. Open Meetings; Executive Session.....	5
3.8. Action Without a Formal Meeting.....	5
C. Powers and Duties.....	5
3.9. Powers.....	5
3.10. Duties.....	5
3.11. Conflicts of Interest.....	6
<b>Article 4 Officers .....</b>	<b>6</b>
4.1. Officers.....	6
4.2. Election and Term of Office.....	6
4.3. Removal and Vacancies.....	6
4.4. Powers and Duties.....	6
4.5. Resignation.....	7
<b>Article 5 Standards of Conduct; Liability, and Indemnification .....</b>	<b>7</b>
5.1. Standards for Directors and Officers.....	7
5.2. Liability.....	7
5.3. Indemnification.....	7

5.4.	Advancement of Expenses.....	7
<b>Article 6 Management and Accounting .....</b>		<b>8</b>
6.1.	Compensation of Directors and Officers.....	8
6.2.	Right of Declarant to Disapprove Actions.....	8
6.3.	Accounts and Reports.....	8
6.4.	Agreements, Contracts, Deeds, Leases, Checks, Etc.....	9
<b>Article 7 Enforcement Procedures .....</b>		<b>9</b>
7.1.	Notice and Response.....	9
7.2.	Hearing.....	10
<b>Article 8 Miscellaneous.....</b>		<b>10</b>
8.1.	Fiscal Year.....	10
8.2.	Parliamentary Rules.....	10
8.3.	Conflicts.....	10
8.4.	Books and Records.....	10
10.5.	Notices.....	11
10.6.	Amendment.....	12

**BY-LAWS  
OF  
LAKE SHORE ARCHITECTURAL REVIEW COMMITTEE, INC.**

**Article 1  
Name, Principal Office, and Definitions**

**1.1. Name.**

The name of the corporation is Lake Shore Architectural Review Committee, Inc. (the "ARC").

**1.2. Principal Office.**

The ARC may have such offices in York County, South Carolina or Mecklenburg County, North Carolina, as the Board may determine or as the ARC's affairs may require.

**1.3. Definitions.**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Declaration of of Covenants, Easements and Restrictions for Lake Shore on Lake Wylie, recorded by NNP-Tega Cay, LLC (the "**Declarant**") on October 16, 2000, in Book 3306, Page 269 in the Office of the Register of Deeds for York County, South Carolina as it may be amended (the "**Declaration**"). The term "**majority**," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**Article 2  
Meetings, Quorum, Voting, Proxies**

The ARC shall have no members. Its affairs shall be conducted by a board of directors selected as provided in the Declaration. To the extent that the Declaration authorizes the Owners to call a meeting to fill vacancies on the ARC, the following shall apply:

**2.1. Notice.**

Notice of any meeting of the Owners called pursuant to Article V of the Declaration and Section 3.3(c) of these By-Laws shall be given in writing to each Owner at the address of their Unit and shall be hand delivered or mailed by first class mail, postage prepaid at least 30 days prior to the date set for the meeting. In the alternative, notice may be published in any newsletter or newspaper of general circulation in Tega Cay, South Carolina, and sent via electronic transmission to those Owners who have provided the ARC with their email addresses and permission to communicate via electronic mail on matters concerning the ARC.

## 2.2. Proxies.

Owners may cast the vote allocated to their respective Units in person or by proxy, subject to the limitations of South Carolina law and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Owner or the Owner's duly authorized attorney-in-fact, and shall be dated and filed with the ARC's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provided otherwise, a proxy shall be presumed to cover all votes which the Owner giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon (a) conveyance of any Unit for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of an Owner who is a natural person, or (c) 11 months from the date of the proxy, unless a different period is specified in the proxy, except that no proxy shall be effective for longer than three years.

## 2.3. Quorum.

The presence of at least 10% of the total number of Owners shall constitute a quorum at any meeting of the Owners called pursuant to the Declaration.

## 2.4. Conduct of Meetings.

The Owner calling a meeting of the Owners pursuant to Article V of the Declaration and Section 3.3 of the By-Laws shall preside over such meeting and shall ensure that minutes of the meeting are prepared and filed with the ARC's books and records.

# Article 3

## Board of Directors: Selection, Meetings, Powers

### A. Composition and Selection.

#### 3.1. Governing Body; Qualifications.

The ARC's affairs shall be administered by a board of directors appointed in the manner provided in Article V of the Declaration for appointment of the ARC. Each director shall have one equal vote.

#### 3.2. Number of Directors.

The Board shall consist of not less than three nor more than seven directors, as provided in Section 3.3.

#### 3.3. Selection of Directors; Term of Office.

(a) *Initial Board.* The initial Board shall consist of at least three directors appointed by the Declarant, who shall serve and may be removed and replaced in the discretion of the Declarant so long as the Declarant owns any property described on Exhibits "A" or "B" to the Declaration.

(b) *Directors After Termination of Declarant's Rights.* Not later than termination of the Declarant's rights under Section 3.3(a), the Declarant shall appoint a Board consisting of 7 directors, two of whom shall be appointed to serve a term of one year, two of whom shall be appointed to serve a term of two years, and three of whom shall be appointed to serve a term of three years. Thereafter, upon expiration of the term of office of any director, the remaining directors (i.e., the directors whose terms have not expired) shall appoint successors to serve a term of 3 years. Directors may be appointed for a maximum of two consecutive terms, and any director who has served two consecutive terms may not be reappointed for two years after the expiration of the second of those consecutive terms to serve staggered.

In the event that the directors fail to appoint a successor to fill any vacancy within 90 days after such vacancy occurs, or for any other reason there are fewer than 7 persons actively serving on the Board for a period of 90 days or longer, any Owner may call a meeting of the Owners for the purpose of electing persons to fill such vacancies. At such meeting, at least 10% of the Owners must be represented in person or by proxy to establish a quorum. If a quorum is present, nominations shall be accepted from the floor and an election shall be held to fill any vacancies for the unexpired portion of the term of the member who vacated the position. Each Owner shall be entitled to one vote for each Unit which that Owner owns. That number of candidates receiving the greatest number of votes cast shall be elected.

#### **3.4. Removal of Directors and Vacancies.**

After termination of the Declarant's rights under Section 3.3(a), at any meeting at which a quorum is present, a majority of the directors may remove any director and may appoint a successor to fill the vacancy for the remainder of the term; provided, an director who is an Owner may be removed only for cause and only if notice of the meeting specifies that the removal of the director will be considered at such meeting. For purposes of this Section, "cause" for removal shall include three or more unexcused absences from Board meetings, failure to comply with the Declaration or Design Guidelines after written notice from the ARC and a reasonable opportunity to cure the violation, or failure to pay any fines or other charges which the ARC is authorized to levy pursuant to the Declaration within 30 days after receipt of written notice thereof.

Any director may resign from the Board at any time by written notice to the Board. In the event of a vacancy on the Board arising from the death, incapacity, or resignation of a director, a successor may be appointed for the remainder of the term of the director who vacated the position by a majority vote of the remaining directors.

### **B. Meetings.**

#### **3.1. Regular Meetings.**

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine necessary and appropriate to fulfill the role of the Board under the Declaration, but not less than once per calendar quarter.

#### **3.2. Special Meetings.**

The President, Vice President, or any two directors may call a special meeting of the Board.

### 3.3. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall notify each director of meetings by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the ARC's records. The Board shall deposit notices sent by first class mail into a United States mailbox at least five business days before the day of the meeting. The Board shall give notices by personal delivery, telephone, or electronic communication at least 48 hours before the time set for the meeting.

(b) To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time, and place of Board meetings by announcing such information at a previous Board meeting or posting notice in a location (which may include a website, closed circuit or cable television channel, or dissemination via email) reasonably accessible to the Owners and which the Board has designated for the posting of notices.

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

### 3.4. Telephonic Participation in Meetings.

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

### 3.5. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless South Carolina law, these By-Laws, or the Declaration specifically provide otherwise.

A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.



### **3.6. Conduct of Meetings.**

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the ARC's records.

### **3.7. Open Meetings; Executive Session.**

(a) Subject to the provisions of subsection 3.7(b) and Section 3.8, all Board meetings shall be open to attendance by all Owners or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak. The Board shall make agendas for its meetings reasonably available for examination by all Owners or their representatives prior to the meeting.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may restrict attendance to directors and such other persons as the Board may specifically invite and announce during the open portion of the Board meeting, to discuss matters of a sensitive nature, such as pending or threatened litigation and such other matters as the South Carolina Nonprofit Corporation Act may specifically authorize.

### **3.8. Action Without a Formal Meeting.**

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by the number of directors that would be required to approve the same action at a Board meeting at which all of the directors were present. Such consent shall have the same force and effect as a vote at a meeting. The Board shall promptly notify all directors of any action so approved and the effective date of such action and provide each director with a copy of the signed written consent.

## **C. Powers and Duties.**

### **3.9. Powers.**

The Board shall have the power to administer the ARC's affairs, perform the ARC's responsibilities, and exercise the ARC's rights as set forth in the Declaration and as provided by law.

### **3.10. Duties.**

The Board's duties shall include, without limitation:

- (a) opening bank accounts on the ARC's behalf and designating the signatories required;
- (b) depositing all funds received on the ARC's behalf in a bank depository which it shall approve and using such funds to operate the ARC; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (c) determining when action to enforce the Declaration is appropriate and the nature of any sanctions to be imposed, and bringing any proceedings which may be instituted on behalf of the ARC;

however, the ARC's obligation in this regard shall be conditioned in the manner provided in Section 3.18 below;

(j) paying the cost of all services rendered to the ARC;

(k) keeping a detailed accounting of the ARC's receipts and expenditures;

(l) indemnifying a director, officer or committee member, or former director, officer or committee member of the ARC to the extent such indemnity is permitted by South Carolina law and funds are available therefor.

### **3.11. Conflicts of Interest.**

Unless otherwise approved by a majority of the other directors, no director may transact business with the ARC or any ARC contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose to the Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director.

Notwithstanding the above, directors appointed by the Declarant may be employed by or otherwise transact business with the Declarant or its affiliate, and the Declarant may transact business with the ARC or its contractors.

## **Article 4 Officers**

### **4.1. Officers.**

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

### **4.2. Election and Term of Office.**

Officers shall hold office for one year or until their successors are elected. The Board shall elect the ARC's officers within 30 days after the expiration of the terms of the current officers.

### **4.3. Removal and Vacancies.**

The Board may remove any officer whenever in its judgment the ARC's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

### **4.4. Powers and Duties.**

The ARC's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President

shall be the ARC's chief executive officer. The Treasurer shall have primary responsibility for the ARC's finances and accounts.

**4.5. Resignation.**

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

## **Article 5**

### **Standards of Conduct; Liability, and Indemnification**

**5.1. Standards for Directors and Officers.**

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Declaration and these By-Laws.

In performing their duties, directors and officers shall be insulated from liability as provided for directors of corporations under South Carolina law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in good faith, in a manner that the director or officer believes to be in the best interest of the corporation, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under South Carolina law.

**5.2. Liability.**

The ARC's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, except for their own individual willful or wanton misconduct, or gross negligence. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the ARC's behalf.

**5.3. Indemnification.**

Subject to the limitations of South Carolina law, to the extent that funds are available therefore, the ARC shall indemnify every present and former officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

**5.4. Advancement of Expenses.**

In accordance with the procedures and subject to the conditions and limitations set forth in South Carolina law, the Board may authorize the ARC to advance funds to pay for or reimburse the reasonable

expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the ARC.

## Article 6 Management and Accounting

### 6.1. Compensation of Directors and Officers.

The ARC shall not compensate directors and officers for acting as such unless approved by a two-thirds vote of the total number of directors at a meeting. The ARC may reimburse any director or officer for expenses he or she incurs on the ARC's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the ARC from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the ARC in a capacity other than as a director or officer pursuant to a contract or agreement with the ARC. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

### 6.2. Right of Declarant to Disapprove Actions.

So long as the Declarant has any rights under Article V of the Declaration, the Declarant shall have a right to disapprove any action of the ARC which, in the Declarant's sole judgment, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws or interfere with development or construction of any portion of Lake Shore on Lake Wylie. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

(a) *Notice.* The ARC shall give the Declarant written notice of all meetings and any actions proposed to be taken by written consent in lieu of a meeting. The ARC shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the ARC. Such notice shall comply with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) *Opportunity to be Heard.* At any such meeting, the ARC shall give the Declarant the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board.

The Declarant, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

### 6.3. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

- (i) accounting and controls should conform to generally accepted accounting principles; and
  - (ii) the ARC's cash accounts shall not be commingled with any other accounts.
- (b) Financial reports shall be prepared for the ARC at least quarterly containing:
  - (i) an income statement reflecting all income and expense activity for the preceding period;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
  - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
  - (iv) a balance sheet as of the last day of the preceding period; and
- (c) An annual report consisting of at least the following shall be made available for review by any Owner upon written request within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year.

**6.4. Agreements, Contracts, Deeds, Leases, Checks, Etc.**

All agreements, contracts, checks, and other legal instruments issued or executed by or on behalf of the ARC shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

## **Article 7 Enforcement Procedures**

The ARC shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration. To the extent specifically required by the Declaration or South Carolina law, the Board shall comply with the following procedures prior to imposition of sanctions:

**7.1. Notice and Response.**

The Board or its delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the ARC, as applicable; (b) describing the proposed sanction to be imposed; and (c) informing the alleged violator that he or she has 30 days after receipt of the notice to present a written request for a hearing to the Board; and (d) informing the alleged violator that he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice, except that the ARC shall have no obligation to provide a cure period if the alleged violator has been given notice of a similar violation within the preceding six months.

The alleged violator shall respond to the notice of the alleged violation in writing within such 30-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and

notifies the Board in writing within such 30-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board. 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 officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

#### **7.2. Hearing.**

If a hearing is requested within the allotted 30-day period, the hearing shall be held before the Board in executive session within 30 days after receipt of the alleged violator's request. Either the Board or the alleged violator may request a postponement of up to 10 days and such postponement shall be granted. Additional postponements may be granted upon agreement of both the ARC and the alleged violator. The Board shall notify the alleged violator at least 10 days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Board shall contain a written statement of the results of the hearing (*i.e.*, the Board's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three days after the hearing.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice.

## **Article 8 Miscellaneous**

#### **8.1. Fiscal Year.**

The ARC's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

#### **8.2. Parliamentary Rules.**

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of ARC proceedings when not in conflict with South Carolina law or the Governing Documents.

#### **8.3. Conflicts.**

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

#### **8.4. Books and Records.**

(a) *Maintenance of Books and Records.* The ARC shall maintain the following books and records, either in written form or in a form capable of conversion into written form within a reasonable

time: appropriate accounting records; minutes of all meetings of the Board and any meetings of the Owners called pursuant to Article V of the Declaration; a roster reflecting the name, mailing address, and email address of all Owners who have responded to a request for such information.

In addition to the above, the Secretary shall maintain copies of the following documents:

- (i) the Articles and By-laws, and all amendments currently in effect;
- (ii) all written communications directed to the Owners generally within the three most recent years;
- (iii) copies of the financial statements for the three most recent years;
- (iv) a list of the names and business or home addresses of its current directors and officers; and
- (v) the ARC's most recent annual report filed with the Secretary of State.

(b) *Inspection by Members and Mortgagees.* Within five days after receipt of a written request to inspect the ARC's books and records the Board shall make available for inspection and copying by any Owner, any holder, insurer or guarantor of a first mortgage on a Unit, or the duly appointed representative of any of the foregoing, at such reasonable time and location as the Board may specify, any of the books and records listed in subsection (a) of this Section and specified in such written request, provided that an Owner shall only be entitled to inspect the books and records enumerated in clauses (i) through (v) of subsection (a) if the Owner's demand is made in good faith and for a proper purpose, the Owner describes with reasonable particularity the purpose and the records the Owner desires to inspect; and the records are directly connected with this purpose.

(c) *Rules for Inspection.* The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records; and
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

(d) *Inspection by Directors.* Every director shall have the absolute right at any reasonable time to inspect all ARC books, records, and documents owned or controlled by the ARC. A director's right of inspection includes the right to make a copy of relevant documents at the ARC's expense.

#### 8.5. Notices.

(a) *Form of Notice and Method of Delivery.* Except as otherwise provided in the Declaration or these By-Laws or by South Carolina law, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

(b) *Delivery Address.* Notices shall be delivered or sent to the intended recipient as follows:



(i) if to an Owner, at the address, telephone facsimile number, or e-mail address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Owner;

(ii) if to the ARC, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the ARC or its managing agent, or at such other address as the ARC shall designate by notice in writing to the Owners pursuant to this Section; or

(iii) if to the Declarant, at the Declarant's principal address as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the ARC pursuant to this Section.

(c) *Effective Date.* Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### **8.6. Amendment.**

These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of at least 67% of the total number of directors at a meeting duly called for that purpose, and with the consent of the Declarant, so long as the Declarant has any rights under Article V of the Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



