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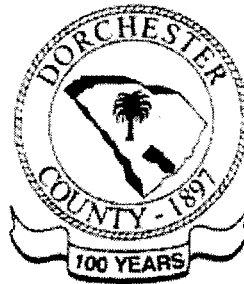
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DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
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Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



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REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

**By-Laws of The Highwoods Plantation Home Owners  
Association**

**Established December 5, 2011**

FILED/RECORDED  
December 13, 2011  
DORCHESTER COUNTY  
REGISTER OF DEEDS

21-

Please return to:

Clara P. King  
159 Cablesmynd way  
Summerville, SC  
29485

## **Article I. Name, Purpose, Principal Office and Definitions**

1.01 Name. The Name of the corporation is the Highwoods Plantation Homeowners Association, Inc., a non-profit corporation existing under the laws of South Carolina (the "Association").

1.02 Purpose. In addition to the authorized duties as outlined in Article III of the Highwoods Plantation Declaration of Covenants and Restrictions filed in the Register of Deeds Office for Dorchester County, South Carolina, [BK 3608PG241], on June 5, 2003 (Hereinafter referred to as the "C&R's"), the purpose and duties of the Association are outlined in Article II, below.

1.03 Principal Office. The principal office of the Association shall be located in the State of South Carolina. The Association may have such offices, either within or outside of the state of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require

1.04 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in C&R's, as they may be amended, unless the context indicates otherwise.

## **Article II. Powers and Duties of the HOA Board**

### *2.01 Powers*

- (a) Make, levy and collect assessments against Owners and Owner Lots to defray the cost of the Common Areas and facilities of the Subdivision and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- (b) Obtain and carry insurance for the protection of the Subdivision, members of the Association and the Association against casualty, liability and other risks;
- (c) Establish a reserve fund to be used for future expenditures related to the repair, replacement or maintenance of any existing equipment, common area fixture, entry way or other asset owned by the Association. Use of such fund shall require approval, by open vote, of at least 6 of the 7 Board Members of the Association. The vote of each member, for use of the reserve fund, shall be recorded in the permanent record of the Association and shall be reported to the membership at the next open meeting.
- (d) Enforce, by legal means, the provisions of The Declaration, By-laws of the Association and the regulations hereinafter promulgated governing use of the property in the Subdivision;
- (e) Adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the members/owners and their guests thereon, and to establish penalties for the infraction thereof. Any rules or regulation so adopted may be rescinded by a vote of 51% of the eligible membership [those members who have not had their voting rights restricted due to non-payment of annual assessments];

- (f) To suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment or dues levied by the Association. Default in the payment of any assessment or dues shall be defined as thirty (30) days after the due date of the assessment or dues, as indicated on an invoice that is provided to the owner/member.
- (g) To suspend the voting rights and right to use of the Common Areas and facilities of a member, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations. Notice of hearing must be provided to the member at least 14 days, and not more than 30 days, prior to the scheduled date of such hearing.
- (h) To employ a manager, a managing agent, an independent contractor or such other agents as the Board may deem necessary, and to prescribe their duties;
- (i) The Board of Directors SHALL NOT have the authority to borrow funds on behalf of the Association unless approved by 75% of the voting members.

2.02 *Duties*

- (a) To provide for the preservation and attractiveness of the real property in Highwoods Plantation;
- (b) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at least once per year, at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 25% of the members who are entitled to vote;
- (c) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (d) Prepare and adopt, in accordance with The Declaration and these By-Laws, an annual budget establishing each Owners share of the Common Expenses and designating the anticipated expenses to be paid on behalf of the Association for the upcoming budget year;
- (e) Keep a detailed record of all deposits received and payments made on behalf of the Association and report such records to the membership at an open meeting of the membership, not less than quarterly;
- (f) Collect all assessments and dues as defined in Article VI of the C&R's at intervals as may be determined at its discretion;
- (g) Issue, or to cause an appropriate officer to issue, upon demand by any Owner, 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 certificate shall be conclusive evidence of such payment. Two officers of the Board must sign any such certificate. No officer may sign a certificate on behalf of him or her self or any member of their immediate or extended family.

- (h) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (i) Deposit all funds received on behalf of the Association in a bank depository, which it shall approve, and using such funds to operate the Association;
- (j) Provide for the operation, care, upkeep and maintenance of all Common Areas, services and facilities of the Subdivision;
- (k) Pay the costs of all services rendered to the Association
- (l) Pay all taxes and assessments which are liens against any part of the Subdivision, other than Lots and the appurtenances thereto, levied against the Association by federal, state or local governments and/or their agencies;
- (m) Make available, to any Owner, insurer and guarantors of any mortgage on any lot, current copies of the Restrictions, the Articles of Incorporation, the By-Laws, rules and all other books, records and financial statements of the Association. Such copies may be provided in electronic form. Should the requestor require paper copies, then the Association may charge the requestor its cost of such copies;
- (n) Send written notice of each assessment to every Lot Owner, at least thirty (30) days in advance to each annual assessment period, and levy all such assessments as liens;
- (o) Procure and maintain officers and directors liability insurance.

### **Article III. Membership**

3.01 Membership is defined in Section 3.3 of the C&R's

3.02 The membership rights of any person, whose interest in the property or properties is subject to assessments under the Covenants and Restrictions, whether or not he/she is personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid; but upon payment of such assessments, his/her rights and privileges shall be automatically restored, effective on the date in which the funds are received by the HOA, free and clear of any encumbrances.

3.03 Non Property Owners residing within the subdivision may become Associate Members of the HOA, but are not eligible to vote or be elected to Office

### **Article IV. Membership Meetings**

4.01 Rules of Order. All meetings of the Association Membership and of the Board of Directors shall be conducted in accordance with Roberts Rules of Order (latest version).

4.02 Annual Meeting: The Association will hold an annual meeting on the first Monday of December of each year. Board members will be elected for those board seats that are up for election. Also any other business, which is appropriate for action of the members, may be transacted at the annual meeting. Anyone is allowed to attend but only members in good standing are allowed to vote at this meeting. The annual budget and amount of annual membership dues for the upcoming calendar year will be voted on by the outgoing Board at this meeting.

4.03 Special Meetings: Special meetings of the Association may be called at any time by the President or Vice President, by a majority of the Board of Directors, or upon written request of a majority of members, and must be called by such officers upon receipt of written request from the members of the Association. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members present waive notice of any additional business

- (a) Special meeting to suspend voting rights and rights to use the common areas and facilities of a member: A private meeting may be requested by a homeowner to contest a decision of the Board relating directly to that member's account, privileges or property. This meeting must be scheduled and held within 45 days of receipt of the request for this meeting.

4.04 Notice of Meetings: Written 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 delivered, either in person, through the US Postal Service or via e-mail, to every Member at least fifteen (15) 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 fifteen (15) days following the meeting, in which case the action objected to shall be void.

4.05 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.

4.06 Presiding: At meetings of membership, the President shall preside or, in the absence of the President, the Vice President shall preside. In the event both the President and the Vice President are absent, the remaining board members may select a chairperson for the meeting by a majority vote of the board members present.

4.07 Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct. Such meetings shall not take place in a location that is more than a 10 mile radius in distance away from the Highwood Plantations neighborhood.

4.08 Quorum: The presence at the meeting of Members, or of proxies, entitled to cast fifty-one percent (51%) of the total votes of the Membership shall constitute a quorum for the transaction of business at annual meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent member who does not execute and return the proxy form sent to him shall be deemed to be present for the purposes of determining the presence of a quorum.

4.09 Order of Business at annual members meetings, and, as far as practical, at any other members meeting shall be:

- a. Roll Call
- b. Proof of proper notice of the meeting or waiver of notice
- c. Reading of the minutes of the preceding meeting
- d. Report of the Board of Directors
- e. Reports of Officers
- f. Reports of Committees
- g. Election of Board of Directors and/or Officers (when required)
- h. Old (Unfinished) business
- i. New business
- j. Adjournment

## **Article V. Board of Directors Meetings**

5.01 Initial Meeting: An initial meeting of the Board of Directors shall be held during each fiscal year within thirty (30) days following their election to the board. The purpose of this meeting is to elect the Officers of the Association. The newly elected officers will assume their duties on January 1 of the year. Any other business, which is appropriate for action by the Board of Directors, may be transacted at this meeting.

5.02 Regular Meetings: 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.

5.03 Special Meetings: Special meetings of the Board of Directors may be called from time to time by the President of the Association or shall be called upon the request of four of the Directors. Only such business as is stated in the notice of meeting

shall be transacted at a special meeting unless all Directors present waive notice of any additional business

5.04 Open Meetings: The Board shall hold a minimum of one regular meeting per quarter that shall be open to all members. Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.

- (a) Executive sessions may only be convened for the purpose of discussing matters that, for legal, ethical or privacy reasons, must be kept confidential. These reasons shall include, but not be limited to, matters involving individual homeowner actions where it is judged that the privacy of the homeowner must be maintained.

5.05 Notice of Meetings: Written, computer email, or telephonic notice 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 (3) 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 to the lack of proper notice within thirty (30) days following the meeting, in which case the action objected to shall be void.

5.06 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, 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 the notice of time, date, and place of 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.

5.07 Voting: Each Director shall have one vote on all matters acted upon by the Board of Directors.

5.08 Quorum: A majority of the number of active directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A majority is defined as 51% of the active directors, or in the case where there is an even number of active members, a majority shall be defined as 50% plus 1 of the active directors.

5.09 Place of Meeting: All meetings of the Board of Directors shall be held at such convenient places as the Board may select. Meetings may be conducted by telephone if a quorum of Directors consents.



## **Article VI. Member Voting**

6.01 Members in good standing with the HOA shall be entitled to one vote for each Lot owned, and the vote required to adopt decisions shall be as set out in the Covenants and Restrictions

6.02 Votes can be cast only at a meeting of the Association convened in accordance with the Covenants, Restrictions, and Bylaws

6.03 Each household is allowed one (1) vote per open board position. No single candidate may receive more than one vote from any single member, for each lot owned, during any given election.

## **Article VII. Minutes**

7.01 Association and Board minutes are the official and legal record of the actions and proceedings of the Association. All minutes shall be placed in the official minute's book once approved. Also a copy shall be backed up to a non-network computer.

7.02 Minutes of Meetings: The Secretary of the Association shall prepare and keep accurate minutes of every meeting of the Board of Directors, including all executive and special meetings of the board that are not open to the public. All minutes shall be placed in the official minute's book once approved. Also a copy shall be backed up to a non-network computer. A copy of the minutes shall be made available to each Board Member within thirty days (30) following each meeting.

7.03 Minutes should contain the following information: (Roberts Rules Newly Revised)

- Type of meeting
- Name of organization
- Date, time and place of meeting
- Names of presiding officer and recorder of minutes
- Members present (members absent is optional)
- Establishment of a quorum
- Record of action taken on the minutes of the previous meeting
- Exact wording of each main motion as it was voted on with name of the maker of the motion and whether the motion passed or failed
- If the vote on the motion was counted, the count should be included.

- Dissenting votes should be included only if a member requests that they go on record with their dissenting vote.
- Any notices given at the meeting, especially for items that require that previous notice be given.
- Points of order and appeals

The official copy should have attached to it the original signed copies of the following:

- Committee reports
- Officers' reports
- Written motions
- Correspondence

The minutes should reference the attachments and indicate that they are on file.

The minutes and attachments shall be made available for examination and copying by any Member at any reasonable time.

The only information that may be left off the Minutes shall be those items related to personal information, regarding actions taken for or against specific homeowners, which will result in a breach of that individual homeowners privacy rights.

Minutes of Executive Sessions shall be kept in the same manner as minutes of any other session, except that any publication of such minutes shall not include the confidential information that originally required the executive session.

## **Article VIII. Elections**

8.01 The Board of Directors shall be elected by a majority vote of the Members at the HOA Annual Meeting.

8.02 Only Members who are in good standing with the HOA will be able to cast a vote.

8.03 Only Members who are in good standing with the HOA will be eligible to serve as a Director

8.04 Only one member of a household may serve as a Director for any given term. This applies to spouses, children, relatives, and co-owners.

8.05 The Board shall appoint Tellers from the Members present to count the votes. A Member who is a nominee to the BOD may not serve as a Teller nor may a co-owner, spouse, or other household member of a nominee serve as a Teller.

8.06 A majority of the votes cast shall be sufficient to elect a Director in any election.

8.07 In the event of a tie for the last position on the board, a runoff election shall be held at the annual meeting. The candidates whose votes have tied shall each have the opportunity to speak to the membership for not more than 5 minutes each. No candidate shall be required to speak. Upon conclusion of the candidate speeches, a second vote shall be taken of the members present at the meeting. The candidate(s) receiving the most votes from this second vote shall be deemed the newly elected board member.

8.08 The number of Directors to be elected will alternate between four and three Members biennially. If the number of Directors is increased or decreased by vote of the HOA, then the number to be elected annually will change in proportional ratio.

- (a) Special rules for the election to take place in December, 2011
  - (i) Three Directors shall be elected for a term of 1 year and 4 Directors shall be elected for a term of 2 years.
  - (ii) The 4 newly elected directors who receive the most votes shall serve the 4 two year terms.
  - (iii) The 3 newly elected directors who receive the least votes shall serve the 3 one year terms.
  - (iv) In the event of a tie for the fourth most number of votes, either/any of the members who tie for the fourth most number of votes may choose, on their own to serve the single year term. Should there be more than one member who wishes to serve the two year term, a runoff vote of the members present at the annual meeting shall take place and the member who receives the most votes shall be awarded the two year term. Note: should there be more than two

members participating in the runoff, a plurality of votes shall be adequate to determine the Director who serves the 2 year term.

- (b) The election that takes place in December, 2012 shall be held for the three Director positions that were elected to single year terms in December 2011, thus beginning the rotating schedule of 2 year terms.

8.09 Removal of Directors: Directors may be brought before the membership for removal through two methods: Either 1) Upon unanimous vote of the remaining Directors on the Board; or 2) a petition of not less than 25% of the eligible membership. Should either of these two actions be taken, then a special meeting of the membership shall be convened at which the only point of business shall be the removal of the Director in question. A quorum of 51% of the membership must be present for a vote to be taken. Upon achieving a quorum, a vote of at least 67% of the members present shall be sufficient to remove the director from office.

8.10 Proxies: Each member must be present and cast his/her own vote for that vote to be counted. A Member who cannot attend a meeting of the HOA where a vote has been scheduled or announced may request a ballot by mail from the Secretary of the HOA. This ballot must be marked, signed, and delivered to the Secretary, or, in the case where a Management Company has been appointed by the Board, to the Management Company, no later than two days prior to the scheduled or announced meeting. Proxies not received by this deadline will not be counted toward any vote taken by the membership.

## **Article IX. Officers**

### *9.01 Officer Elections:*

- (a) The Board of Directors shall nominate and elect their Officers at the first meeting of each calendar year. Such meeting shall be open to the public.
- (b) Officer elections shall be held by secret ballot of the Directors
- (c) Officers shall be elected by majority vote of the Directors.
  - (i) In the event more than two members run for an office and no single member receives a majority of the votes for that office, then a runoff shall be held between the two Directors who receive the most votes and the Director who receives the most votes in the runoff shall be deemed elected to the office.
- (d) Removal of an officer:
  - (i) An officer may be brought before the Board for removal only by the current Directors serving on the HOA Board. A motion must be made and seconded for the removal of an officer from his or her position.
  - (ii) The officer up for discussion shall be given the opportunity to hear the case against them and to present their case against removal from office before the board.

- (iii) Officers may be removed by a majority vote of all Directors.
- (iv) A vote for removal from an officer position DOES NOT equate to a vote for removal from that individual's responsibilities as a Director. The process for removal of a Director shall conform to the process defined in Section 8.08 above.

9.02 *Officer roles and Responsibilities: The roles, duties and responsibilities of the officers of the Association shall be limited in their nature to those functions defined herein:*

- (a) The President shall:
  - (i) Be the principal executive officer of the Association and have general charge of the business affairs and property of the Association.
  - (ii) Preside at all meetings of the Association and of the Board of Directors.
  - (iii) Ensure that all books, reports and certificates, as required by law, are properly kept or filed.
  - (iv) Be one of the officers who may sign the checks or drafts of the organization.
  - (v) Sign contracts or other instruments which the Board of Directors has authorized to be executed.
  - (vi) Represent the Association at other meetings in the community as needed.
- (b) The Vice President shall:
  - (i) In the absence of the President, or in the event of his/her disability or refusal to act, perform the duties and exercise the powers of the President.
  - (ii) Be responsible for always having a copy of the most up to date by-laws and any other Association policies and procedures at all meetings and to clarify questions about these documents if they arise.
  - (iii) Be one of the officers who may sign the checks or drafts of the organization.
  - (iv) Perform such other duties as shall, from time to time, be imposed upon him/her by the Board of Directors.
- (c) The Secretary shall:
  - (i) Prepare and keep, or cause to be prepared and kept, the minutes of all regularly scheduled meetings of the Members and of the Board of Directors, including executive session meetings. Such minutes shall include a record of all votes taken during any meeting held.
  - (ii) Keep accurate records of all Association business. The Secretary shall pass this information on to the next Secretary at the end of his/her term.

- (iii) Give or cause to be given, notice of all meetings of the Board of Directors and of the Members and shall keep a register of the contact information for each director and each member.
  - (iv) Have custody of the seal of the Association, (should one be created), and he/she shall have authority to affix the same to any instrument requiring it. When so affixed, the seal may be attested by his/her signature. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing of it by his/her signature.
- (d) The Treasurer shall:
- (i) Keep regular books or accounts of all corporate financial transactions, and provide for financial reports or audits as directed by the Board of Directors.
  - (ii) Manage and deposit all funds of the Association, as directed by the Board of Directors.
  - (iii) Ensure a budget, for each calendar year, is prepared and presented to the Board of Directors not later than November 30 of the current calendar year for the following calendar year, (referred to in section 2.02 (d) as the "Budget Year").
  - (iv) Be one of the officers who may sign the checks or drafts of the organization.
  - (v) Prepare accurate and timely financial reports to be presented to all members at every regularly scheduled membership meeting.
  - (vi) Reconcile monthly bank accounts each month.
  - (vii) Assure all residents are aware of the amount of the annual dues.
  - (viii) Be held accountable for all expenditures of the Association and must keep good records, including receipts to back up every transaction.
  - (ix) Prepare checks for signature, which shall be signed by two other officers. The Treasurer shall sign checks only as a last resort, in the case of another signatory on the account not being available to sign.
  - (x) Should a management company be engaged to transact business on behalf of the Association, the Treasurer shall be responsible for ensuring such management company properly executes responsibilities that would otherwise be the responsibility of the Treasurer. Under these circumstances, Treasurer remains responsible for ensuring all activities spelled out in Treasurers duties are properly executed.

9.03 *No special fund may be set aside that shall make it unnecessary for the Treasurer to approve transactions on behalf of the Association.*

## **Article X. Indemnity**

The Association shall indemnify every Board Member and every Officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him/her in connection with any action, suit, or proceeding to which he/she is made a party by reason of his/her being or having been a director or officer of the Association, except as to such matters wherein he/she shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association directors and officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

## **Article XI. Miscellaneous**

11.01 Conflicts: Any conflict between these bylaws and the Highwoods Plantation HOA C&R's, shall be resolved by these bylaws taking precedence over the Highwoods Plantation HOA C&R's.

11.02 Mailing Address for Lot Owner. It is the Lot Owner's specific responsibility and requirement to provide the Association a current and correct mailing address for receipt of all correspondence that the Association is required to send in the conduct of business.

11.03 Notices. Any notices or documents placed in the United States Postal Service mail addressed to the Member at the street address of the Lot owned by the Member or affixed to the front door of the dwelling on any Lot by or at the direction of the Board of Directors shall be deemed delivered to the member of such Lot unless he/she has previously specified to the Board of Directors, in writing, 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 deemed delivered to the Board of Directors.

11.04 Waiver. No provision of the Bylaws or 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.

11.05 Severability. 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.

11.06 Captions. Captions are inserted only as a matter of convenience and for reference and no way define, limit or describe the scope of the Bylaws or the intent of any provision.

11.07 Gender and Number. All pronouns shall be deemed to include the masculine, the feminine and the neuter and the singular shall include the plural and visa versa, whenever the context requires or permits.

**END OF BYLAWS**

**Bylaws of the Highwoods Plantation Home Owners Association**

**Established December 5, 2011**

Highwoods Plantation Homeowners Association

Signed [Signature] (President)

Witnessed [Signature] (Secretary)

[Signature] (Member at large)

County of BERKELEY  
State of South Carolina  
The foregoing instrument was acknowledged before me  
this 9<sup>th</sup> day of DECEMBER, 2011  
by CHRISTINA L FAUTH PATRICK ENDER  
[Signature] Notary Public  
My commission expires JANUARY 13, 2020



Christina L Fauth  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
January 13, 2020