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BYLAWS

CHARLESTON NATIONAL COMMUNITY ASSOCIATION

MOUNT PLEASANT, SOUTH CAROLINA

**THESE AMENDED AND RESTATED BYLAWS
EXECUTED IN 2015
REPLACE AND SUPERCEDE
ANY AND ALL PREVIOUS BYLAWS**

Declaration of Bylaws for Charleston National
Dated: June 16, 2015

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AMENDED AND RESTATED BYLAWS
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THESE AMENDED BYLAWS EXECUTED IN 2015
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ARTICLE I

NAME AND LOCATION. The name of the corporation is CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC., (CNCA), hereinafter referred to as the "Association." The subdivision is located in Mount Pleasant South Carolina on a tract of land between Highway 17 North and Porcher's Bluff Road. The principal office of the Association will be located in South Carolina. The Association may have offices both within and outside the State of South Carolina as the Board so determines in order to conduct affairs of the Association. 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

A. Association means Charleston National Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina, and its successors and assigns, as evidenced by its Articles of Incorporation, given the 11th day of September, 1991, by the Secretary of State, State of South Carolina.

B. Bank Account means any account in a financial institution that carries insurance from the Federal Deposit Insurance Corporation (FDIC).

C. Board means the Board of Directors of the Association that is elected by Owners to govern and administer the Association, as set forth in detail below.

D. Common Area means all real and personal property, lagoons, ponds, wetlands, waterways, and easements together with any amenities and improvements thereon or thereto, which is now or hereafter owned, deeded, leased to, occupied by, or which is the subject of a use agreement with the Association and wherein the property therein described is specifically denominated to be a part of the Common Area for the Common use and enjoyment of Owners. The Common Area may include the maintenance and drainage areas, easements, roads, streets, parking lots, walkways, sidewalks, leisure trails, bike paths, street lighting, signage, lagoons, ponds, wetlands, and the area between any property line of an Owner and the mean high water mark of any adjoining river, tidal creek, lagoon, lake, marsh, or other waterway. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Subject to the rights, if any, of the Charleston National Golf Club and the reservations to the Declarant set forth herein, all Common Area is to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective Guests.

E. Declarant means the successors and assigns of CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC. (CNCA).

F. Declaration means the Declaration of Covenants, Conditions, Restrictions, and Easements Charleston National Community Association, Inc., dated November 13,

1992, and recorded November 23, 1992, in Book R220, Page 629, in the R. M. C. Office for Charleston County, South Carolina, and future amendments and supplements thereto.

G. Lot means any plot of land shown as a numbered parcel or Lot of land upon any recorded subdivision map or plats of the Properties listed in the attached Exhibit "B," with the exception of Common Area, streets dedicated to a public body, and areas for public utilities. See also Unit.

H. Member means a person entitled to membership in the Association as provided in the Declaration and means the same thing as Owner.

I. Mortgage means an instrument secured by real property.

J. Occupant means a person or persons occupying a Residence on a Lot or in a Unit in Charleston National.

K. Owner means the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties, but excluding any person or entity having an interest merely as security for a debt or for the performance of an obligation.

L. Person means an individual, corporation, partnership, trust, LLC, or any other legal entity.

M. Quorum means ten percent (10%) of eligible votes. Members can vote in person, by absentee ballot, by revocable proxy, or by electronic means.

N. Residence means a single family house on a Lot, or a condominium Unit in Charleston National.

O. Resident is a person living in a Residence.

P. Unit means a single family attached dwelling, including a condominium or townhome. Hereinafter, any and all references to Lot shall be understood to include and refer to Unit also.

ARTICLE III

Members, Voting Rights, and Meetings

A. Members: An owner and spouse automatically shall be Members of the Association. Where more than one person and/or entity holds the requisite ownership in a Lot, all such persons shall be Members of the Association.

B. Voting Rights: Members shall be entitled to one vote for each Lot or Unit owned; provided, however, where more than one person and/or entity owns one or more Lots or Units, there shall be only one vote for each Lot or Unit owned.

C. Voting: Members of the Association shall vote at Annual and Special Meetings by written ballots of those present, absentee ballot, revocable proxy, or by electronic means.

D. Proxies: All proxies shall be in writing and filed with the secretary or management company prior to the close of the vote. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member. All proxies shall expire at the close of their corresponding vote.

E. Absentee Ballots: A Member of the Association may cast an absentee ballot provided such ballot is received prior to the close of the vote. Any absentee ballot received after the close of the vote will be considered invalid.

F. Electronic Voting: A Member of the Association may cast a vote by technological means, which shall include, without limitation, electronic communications.

A digital signature shall satisfy any requirement for a signature, including a signature of consent, provided such communication is received no later than the close of the vote and a record is maintained of the electronic communication.

G. Suspension of Member's Rights:

1. Default in the payment of any Annual, Special Assessment, or Fine levied by the Association shall result in the automatic suspension of a Member's rights and privileges until such time as the financial obligation is paid.

2. In addition to automatic suspension, as set forth in Article III G 1, subject to the hearing rights set forth in Article VIII of these Bylaws, the Board, by majority vote, may suspend the rights and privileges of any Member who violates any of the provisions of these Bylaws and the Declaration. The suspended Member's voting rights and privileges shall remain suspended until such violation has been corrected. Violation by a Member, family member, guest, or lessee of the Member, of the rules and regulations established by the Board governing use of Association properties and facilities shall be grounds for suspending a Member's membership rights and privileges for a period to be determined by the Board.

H. Annual Meetings: Each year the Association shall hold an Annual Meeting, at which any matters of concern may be addressed. Matters of concern to Owners will not be addressed unless such concern(s) are delivered in writing to the Board three (3) weeks prior to the meeting. No official business may be conducted at the

Annual Meeting unless a Quorum of Owners is present. Absentee ballot votes, proxy votes, and electronic votes shall be included in counting a Quorum.

I. Special Meetings: The Board shall call a special Meeting of the Association after (1) a decision to call a Special Meeting by the president or by the members of the Board of Directors, or (2) in compliance with the S.C. Non-Profit Act, upon presentation to the Board of a written Petition requesting a Special Meeting signed by five percent (5%) of the eligible votes. Written notice of the Special Meeting must include clear and complete explanation of the matter(s) to be acted upon at the Special Meeting. No business may be conducted at a Special Meeting unless a Quorum of Owners is present. Absentee ballot votes, proxy votes, and electronic votes shall be included in counting a Quorum.

J. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) calendar days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of an Annual Meeting or a Special Meeting, the purpose of the meeting.

K. Quorum: The presence at a meeting of Members entitled to cast, or of absentee ballots entitled to cast, or of proxies entitled to cast, or of electronic votes entitled to cast ten percent (10%) of votes shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice

requirement, and the required Quorum at the subsequent meeting shall be one-half (1/2) of the required Quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE IV

Board of Directors

A. **Governing and Administrative Body:** The affairs of the Association shall be managed by a Board of Directors. The Board shall be the governing and administrative body; shall be responsible for administering the Declaration of Covenants, Conditions, Restrictions, and Easements; and shall be responsible for the use and maintenance of all Association property. Board members shall be held harmless by appropriate insurance coverage and/or case or statutory law of the State of South Carolina from any legal actions taken as a result of their duties.

B. **Composition, Term of Office, Vacancies, Removal, and Compensation**

1. **Composition:** The Board shall consist of a total of nine (9) members who shall be elected by Owners at an Annual Meeting.
2. **Term of Office:** The terms of Board members shall be divided into three (3) classes of three (3) year periods, and the classes shall be elected on a staggered basis. i.e., one class each year.
3. **Vacancies:** A vacancy occurring on the Board may be filled by appointment by a majority of the Board. The member appointed to such vacancy shall serve for the remainder of the term of the member replaced.
4. **Removal:** A Board member may be removed from the Board, with or without cause, by a majority of eligible votes (greater than fifty percent)

of Members of the Association at an Annual or Special Meeting. This decision must be approved by the Board at the next scheduled Board meeting. In the event of removal of a director, his/her successor shall be selected by the remaining members of the Board as provided above.

5. Compensation: No director shall receive compensation for any service rendered to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of duties as a director. Under extreme circumstances one or more directors may receive compensation on a temporary basis for professional services rendered, such compensation not to exceed current reasonable and customary fees. This exception must be authorized by a two-thirds majority of the members of the Board.

C. Nomination and Election

1. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations also may be made from the floor at an Annual Meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as

it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members only.

2. Election: Election to the Board of Directors shall be by secret written ballot. At such election, Members or by their absentee ballots, proxies, or electronic means may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, Conditions, Restrictions, and Easements and these Bylaws. The persons receiving the largest number of votes shall be elected.

D. Meetings, Quorum, and Action Taken Without a Meeting

1. Regular Meetings: Regular meetings of the Board of Directors shall be held at Board discretion without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after three (3) days' notice to each director.

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

4. Action Taken Without a Meeting: The directors shall have the right to take any action, in the absence of a meeting, which they could take

at a meeting by obtaining the written or electronic approval of the majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

E. Powers and Duties

1. Powers: The Board of Directors shall have power to:
 - a. adopt and publish rules and regulations governing the use of Lots, Common Area, and facilities, and the personal conduct of Members and their guests thereon, and to establish penalties, including monetary fines, filing of liens, foreclosure of liens, and actions at law, for the infraction thereof;
 - b. automatically suspend the voting rights and privileges of any Member during any period in which such Member shall be in default in the payment of any assessment, fines, and/or penalties levied by the Association. Such rights also may be suspended after notice and hearing, for a period to be determined by the Board, for infraction of published rules and regulations;
 - c. exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
 - d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe their duties.

2. Duties: It shall be the duty of the Board of Directors to:

a. cause to be kept a complete written record of all of its acts and corporate affairs, to cause to be taken written minutes of each Annual or Special Meeting of the Association to be kept in a Minute Book or in electronic form, and to present a statement thereof to Members at an Annual or Special Meeting, when such statement is requested, in writing, by twenty-five percent (25%) of Members who are entitled to vote;

b. supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

c. as more fully provided in the Declaration, to:

1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3) consider action to foreclose the lien against any property for which assessments are not paid within thirty

(30) days after due date or bring an action at law against any Owner personally obligated to pay the same.

d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance on property owned by the Association and Errors and Omissions (E&O) insurance coverage for the members of the Board of Directors;

f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. cause Common Area to be maintained, including the maintenance of planter strips within the right-of-way of any street, if any, and the maintenance of any fence, landscaping, and buffering within any Common Area. Said Common Area may include drainage facilities, detention ponds, and other areas which are subject to maintenance by the Association.

F. Officers and Their Duties

1. Enumeration of Offices: The officers of the Association, who shall at all times be members of the Board of Directors, shall be a president, a

vice-president, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

2. Election of Officers: Officers shall be elected by a majority vote of the directors at the first regular meeting of the Board of Directors following each Annual Meeting of Members.

3. Term: Officers shall hold office for one (1) year and shall hold office until their successors are duly elected and qualified unless he/she shall resign sooner, or shall be removed, or otherwise disqualified to serve.

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

5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

7. Multiple Offices: The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than

one of any of the other offices except in the casual offices created pursuant to Section F 4 of this Article.

8. Duties: The duties of the officers are as follows:

a. President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes, excepting any of these designated duties delegated, by Board decision, to a manager employed by the Board.

b. Vice-President: The vice-president shall act in the place and stead of the president in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board.

c. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of Members; send out absentee ballot and proxy forms within fifteen calendar days of an Annual or Special Meeting; keep appropriate current records showing Members of the Association together with their addresses; and shall perform such other duties as required by the Board, excepting any of these designated duties

delegated, by Board decision, to a manager employed by the Board.

d. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to Members; and shall perform such other duties as required by the Board, excepting any of these designated duties delegated, by Board decision, to a manager employed by the Board.

ARTICLE V

Committees

The Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating/Continuity Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes. Board decisions shall supercede any resolution or action on the part of any committee.

ARTICLE VI

Books and Records

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost. Minutes of Board Monthly Meetings and Annual and Special Meetings of Association Members, and governing documents of the Association shall be available on the Association website where they can be viewed at no cost.

ARTICLE VII

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum. Additionally, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien for the delinquent assessment against the property, together with interest at the rate of eighteen percent (18%) per annum, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of Common Area or abandonment of his/her Lot, house, or Unit.

ARTICLE VIII

Enforcement

Violations of any rules and regulations of the Association will result in the procedure immediately following herein. Written notice shall be sent to the Owner responsible for the alleged violation specifying the alleged violation, the action required to abate the violation, and the requirement for the violation to be abated within a time period of ten (10) days from the receipt of the notice without further sanction. If within this time period, the violation has not been abated, a second notice shall be sent requiring that the violation cease and desist and a fine shall be imposed for non-compliance. Such fines shall be no less than twenty-five (25) dollars per day per violation and the per diem amount imposed until such time as the Owner shows evidence of compliance. At any time during the procedure, the Owner responsible for the violation shall have the opportunity to request to be heard to explain any extenuating circumstance regarding the violation. The Owner shall have the right to request a hearing before the Board of Directors in Executive Session and to produce any statement, evidence, or witnesses on the Owner's behalf. The minutes of the meeting shall contain a written statement of the results and a copy included in the Owner's file. Should the same violation occur within twelve (12) months after the first offense, notice of the repeat violation shall be sent and a per diem fine immediately imposed until the Owner shows evidence of compliance. At any time, the Board shall have the right to abate any or all of the fine imposed if it determines such reduction in fine is warranted. Should the Association employ counsel to enforce any of the provisions of the governing rules and regulations against an offending Owner, the Owner shall pay reasonable counsel's fees.

ARTICLE IX

Corporate Seal

The Association shall have a seal in circular form accompanied by the words
CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC.



Charleston National
Community Association, Inc

ARTICLE X

Amendments

A. These Bylaws may be amended, at an Annual or Special Meeting of Members, by a vote of a majority of a Quorum of Members. Members may vote by written ballot of those present, absentee ballot, revocable proxy, or by electronic means.

B. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI

Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the parties have set their Hands and Seals this 8th
day of Sept, 2015.

WITNESSES:

CHARLESTON NATIONAL
COMMUNITY ASSOCIATION, INC.

[Signature]
First Witness

Spencer Stegall
Spencer Stegall, President

[Signature]
Second Witness

John Desautels
John Desautels, Secretary

As required by the Bylaws being amended and restated herein, this document has been approved in writing by the Owners of a quorum, ten percent (10%), of the Lots and Units to evidence their consent and shall be considered appended to and made a part of the Declaration of Covenants, Conditions, Restrictions, and Easements for Charleston National as dated November 13, 1992, and recorded November 23, 1992, in Book R220, Page 629, in the R. M. C. Office for Charleston County, South Carolina, or any subsequent amendment to the original Declaration.

STATE OF SOUTH CAROLINA

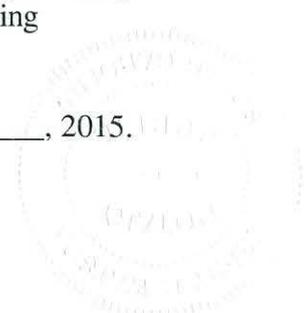
COUNTY OF CHARLESTON

I, Jerry Watson, Notary Public for the State of South Carolina, do hereby certify that CHARLESTON NATIONAL COMMUNITY ASSOCIATION, INC., by Spencer Stegall or John Desautels, Secretary, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 8th day of September, 2015.

Jerry Watson

Notary Public, State of South Carolina
My commission expires: 03/12/23



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