



**BYLAWS
OF
SHADY GROVE HOMEOWNERS ASSOCIATION,
PHASE II SECTION II**

a South Carolina Nonprofit Mutual Benefit Corporation

**ARTICLE I
NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION**

- 1.1 Name.** The legal name of the corporation is Shady Grove Homeowners Association, Phase II, Section II (the "**Association**"). No person, committee, or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the legal name "Shady Grove Hills Homeowners Association, Phase II, Section II" or any variant thereof, or any other names, words or phrases that would tend to give the general public, or the membership the impression that the person, committee, or group of Members is speaking for or on behalf of the Association.
- 1.2 Principal Office.** The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Ann. §§ 33-31-101, *et seq.*) (the "**Act**"), but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws
- 1.3 Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SHADY GROVE HILLS PHASE II – SECTION II, recorded on 12/16/2020, in the Office of the Register of Deeds for Spartanburg County, South Carolina, in Deed Book 130-J at Page 113-132 (As amended, modified, and/or supplemented, the "**Declaration**"), unless the context indicates otherwise.
- 1.4 Declaration.** The Declaration is hereby incorporated herein by this reference and made part hereof.

**ARTICLE II
PURPOSES AND POWERS**

- 2.1 Purposes.** The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions of the Association include: (1) to perform those rights, powers, obligations, and functions of the Association set forth in the Declaration; and (2)

to generally promote the health, safety, and welfare of the Owners and residents of the Community.

2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

- a. All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and
- b. All powers, rights, and privileges provided to the Association in the Declaration, the Articles of incorporation, or these Bylaws.

ARTICLE III **MEMBERSHIP**

Membership in the Association shall be as set forth in the Declaration, and the provisions of the Declaration pertaining to membership are specifically incorporated herein by this reference. The Association shall have one class of membership, Class A, as set forth in the Declaration.

ARTICLE IV **MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS**

4.1 Annual Meeting

- a. **Timing and Initial Annual Meeting.** A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. The first annual meeting of Members shall be held during the month of September.
- b. **Purpose and Agenda for Annual Meeting.** At each annual meeting, the President and Treasurer shall report on the activities and financial condition. Additionally, subject to any other provisions of these Bylaws, the Articles of Incorporation, the Declaration, or the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.
- c. **Notice of the Annual Meeting.** Notice of the Annual Meeting shall be given in accordance with Section 4.3 hereof.

- d. Failure to Hold Annual Meetings. The failure to hold an Annual Meeting at the time stated or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

4.2 Special Meetings

- a. Called by the Board. Special meetings of the Association's Members may be called by the Board of Directors and shall be held at a time, date, and place established by the Board of Directors. In the event, the number of Directors falls below five (5) for any reason, special meetings of the Members may be called by any officer or Director of the Association during any such period and shall be held at a time, date, and place established by the person(s) calling the special meeting.
- b. Called by Members. Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held, or as otherwise proscribed by the Act. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.
- c. Notice of Special Meetings. Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

4.3 Notice of Meetings of Members, Waiver of Notice.

- a. Notice of Meetings - General Meetings. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed to the property owner's current address.

- b. Annual Meeting of Members. Unless the Act¹, these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose for which the meeting is called.
- c. Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.
- d. Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be. Described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose(s) described in the meeting notice), unless the Member objects to considering the matter when it is presented.

"The Act does require the notice of an annual meeting to include a description of certain types of matters that must be approved by the Members (including, without limitation, those matters identified in S.C. Code Section 33-31- 705(c)(2)) and to identify certain types of actions to be taken at the annual meeting as a purpose of the annual meeting. Therefore, the Act should be consulted accordingly to ensure that proper notice is given."

4.4 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. If a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the Board of Directors. If a quorum is present, the action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting; such oral notification shall be considered proper notice and effective as of the date the oral notification is delivered . Members on the date of the adjourned meeting who are otherwise eligible to vote shall be entitled to vote at the adjourned meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members

entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3 and the record date for such notice shall be established in accordance with Section 4.4.

4.5 Member's List for Voting. After fixing a record date for notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by classification of membership. The list must show the address and number of votes each Member is entitled to vote at the meeting. The Board of Directors shall maintain a current and updated list of members who are entitled to vote at an upcoming meeting, including new Members that may not have been entitled to notice at the time it was transmitted. The list of Members must be made available for inspection in accordance with the Act.

4.6 Quorum for Membership Meetings. Unless otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members entitled to cast, one third of the total eligible voters in the Association shall constitute a quorum for the transaction of business.

4.7 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the affirmative vote of the majority of eligible votes cast is required to approve an action. Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

With respect to Class A Members, if a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves and the following shall apply:

- a. If only one record owner votes, the vote binds all.

4.8 Proxies. At all meetings of Members, All appointments of proxies shall be on written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution.

An appointment of a proxy is revocable by the Member as follows:

- (i) attendance of the meeting by the Member appointing the proxy; or
- (ii) the signing of, and delivery to the Secretary (or other officer or agent authorized to tabulate votes), a written statement that the appointment is revoked.

The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death

or incapacity is received by the Secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises its authority under the appointment form.

- a. Temporary Proxies may be given on the appropriate forms provided by the Board of Directors for Members who are unable to attend due to work, illness, vacation, travel, or family emergency. In such cases the Board of Directors shall provide a proxy form with the mailing to be signed by the Member and designating a Class A Member to vote in their stead. Names of both parties, addresses, phone numbers, and email are required so the Board of Directors can verify that the Member appointing the proxy has authorized the vote in accordance with their wishes. The temporary proxy is only valid for the date, time, location, and duration of the Meeting called by the Board of Directors. It is immediately invalidated once the meeting has been adjourned. For items on the agenda held over for a later date a new proxy must be provided by the Member and a Class A member appointed to vote at the following meeting.

4.9 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

ARTICLE V

BOARD OF DIRECTORS

5.1 Numbers and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of five (5) Directors, each of whom shall be an Owner and Member in good standing of the Association (good standing determined at the discretion of the Board), to seek election to, or continue to hold a position on, the Board of Directors.

5.2 Nominations for Office. Nominations may be made by the membership upon call for nominations by the Board and/or from the floor when an election is held. The Board shall also serve as the Nominating Committee.

5.3 Election and Term of Office. Executive Board members that are elected shall serve a term of two (2) years.

5.4 Removal or Resignation. Any Director elected by the Members may be removed from the Board of Directors, with or without cause, by an affirmative vote in the Association at a meeting of the Members called for the purpose of removing the Director, provided that the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the Director. The action to

remove a Director must be voted on at a meeting of the Members, it cannot be accomplished by written or electronic ballot in lieu of meeting.

Any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

A Director may resign at any time by delivering written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a time later specified therein.

5.5 Vacancies. Vacancies in the Board of Directors (caused by any reason other than the removal of a Director by a vote of the Members) shall be filled by a vote of a majority of the remaining Directors, even though the Directors present at such regular or special meetings of the Board may constitute less than a quorum. The persons appointed to fill a vacant seat shall serve the remainder of the term of the Director being replaced or until a successor is elected. A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the remaining Directors, so long as quorum is met, and the action is approved in accordance with Sections 5.8 and 5.9 herein.

5.6 Meetings of Directors.

- a. Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as the Board shall fix.
- b. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all the Directors, no meeting shall fall upon legal holiday. No notice shall be required for regular meetings of the Board of Directors.
- c. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or email, or by telephone, to each Director, unless waived in writing signed by the Director or waived by attendance or participation of the director at the meeting without objection.
- d. Executive Session. The Board may hold executive sessions from which others are excluded at a regular or special meeting, by affirmative vote of a majority of the Directors present at a meeting. A motion to go into executive

session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session.

5.7 Quorum. A majority of the Directors immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.8 Action. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

5.10 Actions Without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all Directors and be included in the minutes filed with the corporate records reflecting the action taken.

5.11 Compensation. Directors shall not receive compensation for their service on the Board of Directors.

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

5.13 Powers and Duties of the Board.

- a. General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the power to:
 - i. Appoint committees, including an Architectural Review Committee, by resolution and to delegate the powers and duties appurtenant thereto;
 - ii. Adopt, amend, and publish Rules and Regulations governing the use of the Property, including Common Areas, roads, rights-of-way, and Lots; and governing the conduct of the

Owners, Occupants, Renters, guests, and invitees thereon. Such Rules and Regulations shall include the establishment of penalties for violations, including monetary fines, as Specific Assessments and Costs of Collection thereof, which shall form a lien on the Lot of the responsible Owner(s).

- iii. Adopt, amend, and publish Architectural Guidelines or delegate the adoption of guidelines to an Architectural Review Committee, provided that any such guidelines shall have been approved by the Board.
 - iv. Suspend the voting rights, the right to use all or any portion of the Common Area (except for any streets or access ways), and/or any services provided by the Association, including without limitation architectural review services, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Governing Documents; and
 - v. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties.
- b. Duties. Board shall be responsible for all duties prescribed by the Declaration, the- Act, or other South Carolina or Federal law, including but not limited to the duty to:
- i. Prepare and adopt, in accordance with the Declaration, an annual budget.
 - ii. Provide for the operation, care, upkeep, and maintenance of the Common Areas.
 - iii. Enforce the provisions of the Declarations, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board pursuant to Section 5.14 below; and
 - iv. Obtain and carry property and liability insurance, and pay the cost thereof, and to adjust claims, as necessary or appropriate.

5.14 Discretion of the Board. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claims made by or against it. The Board's decision not to pursue enforcement shall not prevent the Board from taking enforcement in the future or under other circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE VI

OFFICERS

6.1 Designations. The principal Officers shall be the President, Vice President, Secretary, Treasurer, and Member-At-Large and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President, Vice President, and Secretary must be Members and Directors of the then-current Board of Directors; the Treasurer need not be a Member or a Director of the then-current Board of Directors.

6.2 Appointment and Term. The Members shall elect Officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed. Elected members shall serve a term of two years.

6.3 Removal or Resignation of Officers. Any Officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified there in, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors.

6.5 Powers and Duties of the Officers. The Association'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 impose upon them. The President shall be the Chief Executive Officer of the Association. The Secretary shall have the duty to ensure that meeting minutes are taken, that membership lists are maintained, and that proper notices are sent; the Secretary may delegate all or part of these duties to a management agent. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a management agency. The Vice-President shall conduct meetings in the absence of the President and will be a member of and the Director of the Architectural Review Committee.

6.6 Special Appointments. The Board of Directors may appoint such other Officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the qualifications, authorities, and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

6.7 Compensation of Officers. No Officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE VII **ADMINISTRATION**

7.1 Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President. Checks will be cosigned by the Treasurer and the President or by such other person or persons as the Board may designate by resolution.

7.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all Directors, Officers, and any other persons, employees, or entities handling or responsible for the funds of the Association such as a managing agent. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

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

ARTICLE VIII **ACCOUNTING AND FINANCIAL MATTERS**

8.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

8.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank, credit union, or other federally insured depository institution as shall be designated from time to time by the Treasurer. Withdrawal of funds shall be authorized by the Treasurer and the President. In the event a Property Manager is hired by the Association, the Board may give authority to the Property Manager to sign such checks and/or withdrawal, under the supervision of the Treasurer. All Board Members will have the ability to view the funds in the Association's account.

8.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall make reasonable attempts to replenish the reserve account(s) in a reasonable amount by reasonable means authorized by the Declaration, or by allocation of funds in the operating count as reasonable and appropriate.

8.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose, provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE IX **COMMITTEES**

9.1 Committees. The Board of Directors may from time to time by resolution, designate and delegate authority to one or more committees, including, without limitation an Architectural Review Committee and a Nominating Committee. Any such committee shall serve at the pleasure of the Board and shall be chaired by a Director.

ARTICLE X **BOOKS AND RECORDS**

10.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

10.2 Inspection Rights. The Members shall have only such rights to inspect the records of the Association to the extent prescribed by the Act and according to the procedures and limitations thereof. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association.

ARTICLE XI **INDEMNIFICATION**

11.1 Scope. The Association shall indemnify, defend, and hold harmless the Association's Directors and Officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the Directors and Officers as consideration for their services to the Association. Such right of indemnification

shall not be exclusive of any other right which such Directors, Officers, or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, agreement, vote of Members, insurance, provision of law, or otherwise, as well as their rights under this Article. The Association shall pay for or reimburse the reasonable expenses incurred by the Director or Officer who is a party to a proceeding in advance of a final disposition of the proceeding if the Director or Officer complies with the terms of the Act.

11.2 Insurance. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether, the Association would have the power to indemnify such person.

ARTICLE XII

ENFORCEMENT PROCEDURES

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents, including but not limited to, the right to file suit, based on law or equity, to enforce the terms of the Governing Documents, and/or the right to assess monetary penalties in the form of specific assessments in accordance with the Declaration for violation of the Governing Documents. Such remedies, including any other remedies authorized by the Declaration, are not mutually exclusive.

12.1 Purpose and Powers of the Association. The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are

- a. enforces the Declaration,
- b. provides for the maintenance, preservation, and architectural control of the property described in the Declaration, including the residential Lots, Common Areas, Areas of Extended Lot Owner Responsibility; and where applicable, the Area of Common Responsibility and areas included within any Cost Sharing Agreement in accordance with such agreements,
- c. to cause the Association to meet any obligations and fulfill any responsibilities that the Association may have under any Cost Sharing Agreement or agreement related to the Area of Common Responsibility, and
- d. to promote the health, safety and welfare of the Owners within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

- i. Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the fulfillment of any obligations and responsibilities set out in any Cost Sharing Agreement or agreement related to an Area of Common Responsibility, and the establishment and amendment of the Regulations of the Association related to the use and maintenance of the Common Area, Area of Common Responsibility, Area of Extended Lot Owner Responsibility and any areas included in a Cost Sharing Agreement, as set forth in the Declaration
- ii. Fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including the Association's obligations and responsibilities under any Cost Sharing Agreement or any agreement related to the Area of Common Responsibility, all license fees, taxes, and governmental charges levied or imposed against the Property.

IN WITNESS WHEREOF, THE BELOW-SIGNED Officers have caused these By Laws to be properly executed on the signature date below.

SIGNED SEALED AND DELIVERED in the presence of:

Barbara Light 5:08 PM 9-3-2024
(Witness #1) Date

Deborah-Jane Dabourian 5:09 PM 9/3/2024
(Witness #2) Date

Shady Grove Hills, Section II, Phase II HOA

By: Mark g. Dabourian
Its: President

By: Mandie Kugler
Its: Secretary

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Barbara Light, Notary Public for the State of South Carolina, do hereby certify that, Mark Dabourian and Mandie Kugler Association Officers serving in the capacity of President and Secretary of the above referenced Shady Grove Hills, Section II, Phase II Homeowners Association personally appeared before me this day and executed the foregoing instrument on behalf of Shady Grove Hills, Section II, Phase II HOA.

Sworn and subscribed before me this
3 day of Sept, 2024

Barbara Light (SEAL)
Notary Public for South Carolina

My Commission Expires: 12-10-2025