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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

State of South Carolina

AVIS LEE PARK, A PRIVATE ROAD DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS

County of Spartanburg

PURSUANT to Spartanburg County Unified Land Management Ordinance #0-99-015, Section 2.05-3, the following Protective and Restrictive Covenants shall be conditions and covenants which shall run with the land for that certain property described on a plat of survey entitled, "FINAL PLAT OF AVIS LEE PARK, SINGLE FAMILY PRIVATE ROAD DEVELOPMENT" dated August 24, 2017, and recorded in the ROD Office for Spartanburg County in Plat Book 173 at Page 820. The property as described on said plat of survey shall be held, occupied, transferred, sold and conveyed subject thereto:

1. All buildings located on the numbered lots shown on said plat referenced above shall be single family residential lots, and the residences constructed thereon, shall contain at least 1,600 square feet of heated floor space.
2. All plans and locations of any and all structures, including but not limited to out buildings and residences shall be approved in writing by the Architectural Control Committee. The Developer, Todd S. Niskanen shall appoint the members of the Architectural Control Committee for so long as he has the right to appoint Board Members. Thereafter the Avis Lee Park HOA Board of Directors shall appoint those members.
3. The Developer, Todd S. Niskanen, or his assigns, shall have the sole right to amend and or alter these Protective and Restrictive Covenants until such time as the last lot shown on the plat referenced above has been transferred by deed.
4. The Developer, Todd S. Niskanen, shall establish and incorporate with the State of South Carolina a Homeowners Association. Each and every person or entity that owns property in Avis Lee Park shall be a member of the Avis Lee Park Homeowners Association Inc. ("Association") and shall remain a member of the Association as long as they own property within Avis Lee Park. In which each lot shall be entitled to one vote. The owner(s) of the lot shall cast such vote. However the Developer, Todd S.

Niskanen who shall hold a majority of the total Association vote for as he is empowered to appoint Board Members. A simple majority shall be required for all votes and the Association shall have among all other duties, the specific duty to maintain the private road of this Private Road Development. Until every lot has a home built on it and every home has been issued a certificate of occupancy by Spartanburg County, the Developer, Todd S. Niskanen shall be empowered to appoint and remove all Board of Directors and Committee Members, which need not be Members of the Association, at his sole discretion. At his discretion but no later than the expiration of his authority to appoint Board Members, the Developer, Todd S. Niskanen shall record an Assignment of Developer Rights ("Assignment") in the Register of Deeds Office of Spartanburg County relieving himself of control of the Association. Within sixty days of the recoding of the Assignment the Association is charged with establishing By Laws and electing a Board of Directors and Officers to carry out the duties and responsibilities of the Association. Following the recording of the Assignment the Association and the Members of the Association shall meet at least annually to conduct the business of the Association. There shall be no requirement to hold any meetings until the Assignment has been recorded.

5. In the event a member of the Association fails to pay any assessment, regular or special, dues, fees, penalties or costs within the time specified by the Board of Directors of the Association, the amount due shall bear interest at the rate of 18% per annum, together with the reasonable cost of collection and Attorneys' fees; and the Association shall have the authority to place a lien of record at the appropriate County recording office upon the property of the member and if lien is not satisfied within thirty (30) days of filing, the Board of Directors shall have the authority to foreclose that lien.
6. Only the Board of Director of the Association shall have the power and authority to set Association assessment, regular or special, dues, fees or penalties.
7. Each lot owner shall be entitled to all rights and privileges for use of the private road known as Avis Lee Court as shown on the above referenced plat of survey, including but not limited to the non-exclusive right of ingress and egress from Perry Road to its end.
8. Avis Lee Court shall not be accepted for maintenance by Spartanburg County at any time in the future unless constructed in accordance with County Subdivision Regulations at no expense to the County.

9. Each lot owner shall be responsible to pay the Association all assessments, regular or special, dues, fees or penalties as set by the Association Board of Directors and their prorated share of any street lighting, entrance or any other items or services which the Association shall so designate as property or items owned in common with or services which benefit the lot owners of Avis Lee Park.
10. Each lot owner shall install a septic tank approved by the County Health Department or DHEC or other regulatory agency.
11. Lots as shown on the plat of survey referenced above shall not be re-cut as to make any lot smaller, but may be combined.
12. No house trailer, modular home, manufactured home or mobile home shall be placed on any lot either temporarily or permanently.
13. Any boat, camping trailer, recreational vehicle, utility trailer and/or similar equipment used for the personal enjoyment of any lot owner shall at all times be neatly stored and positioned at the rear portion of the lot.
14. No wrecked vehicle, vehicle which does not have a current license plate on it, may remain on the premises for more than 30 days.
15. If pets are kept outside, they MUST be inside approved fencing or be on a leash. Animals shall not remain outside on a chain. Animals must not constitute a nuisance or menace.
16. All garbage and trash shall be removed on a weekly basis. Trash containers must have tight, locking lids. No trash may be placed outside the home unless inside an approved container. No trash shall be burned in an outside incinerator.
17. No antennas or satellite dishes permitted unless to the rear of the house and not visible from the road.
18. No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle, including transfer tractor, transfer trailer, or combination thereof shall be parked in the subdivision, temporarily or permanently, except for loading or unloading.

19. No signs shall be permitted on any lots except that a single sign offering the property for sale (not to exceed two by three feet in size) may be placed on any lot, except for signs for development of the subdivision by the Declarant herein. Signs at either side of the entrance to the subdivision are prohibited, except that a single open house sign (not to exceed two by three feet in size) will be allowed ONLY the day of an open house and a single yard sale sign (not to exceed two by three feet in size) will be allowed only the day of the sale.
20. All lots shall be kept neat in appearance and in conformity with surrounding property. All lots must be landscaped and lawns mowed when needed. Regardless of ownership the owner of the lot shall maintain same to the curbing or edge of Avis Lee Court. If it becomes necessary for Developer and or Association to mow a lot or clean up in any way, the owner of the lot, whether by contract or deed, will be responsible for the cost of same. Developer and or Association will give ample notice of at least fifteen (15) days before work and billing owner.
21. AN INITIAL FEE OF FIVE THOUSAND DOLLARS, (\$5000.00), shall be paid to the Association upon the sale of each lot. The initiation fee shall be used to pave Avis Lee Court under the direction of the first elected Board of Directors following the recording of the Assignment. Any money left over after the paving work is complete will be deposited in the general operating account of the Avis Lee Park HOA.
22. These covenants are to run with the land and shall be binding upon all person claiming under them until March 1, 2028, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument adopted by a vote of a majority of the owners, agreeing to change said covenants in whole or part, is placed on record in the said ROD Office. These restrictions may be amended, changed or altered prior to March 1, 2028, only by unanimous vote of all the then owners of all said lots, subject to the fact that the Developer may amend and or alter at any time, so long as he is a lot owner. When voting is required by these Restrictive Covenants, each lot shall be entitled to one vote and only one vote, irrespective of the number of owners of an individual lot.

23. If the undersigned, his heirs and assigns, any lot owner in said subdivision, or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the Association and any other person or persons owning any lot situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing such violation, or to recover damages and legal fees to include reasonable Attorney's fees.

Witness the Grantor's (s') Hand(s) and Seal(s) this 11th day of MAY, 2018.

Megan W. Becken
Witness
[Signature]
Witness

[Signature]
TODD S. NISKANEN, OWNER AND DEVELOPER
Rhonda L. Niskanen
RHONDA L. NISKANEN, OWNER

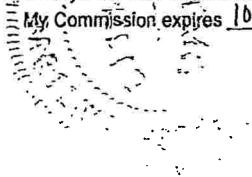
State of South Carolina)
County of Greenville)

Acknowledgement

The undersigned Notary Public for the State of South Carolina, does hereby certify that Todd S. Niskanen and Rhonda L. Niskanen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11 day of May, 2018.

[Signature]
Notary Public for South Carolina
My Commission expires 10-29-25



BYLAWS
OF
AVIS LEE PARK HOMEOWNERS ASSOCIATION INC.
A SOUTH CAROLINA NONPROFIT CORPORATION

ARTICLE I
GENERAL PROVISIONS

1.1 Name. The legal name of the corporation is Avis Lee Park Homeowners Association Inc. (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 "Avis Lee Park Homeowners Association" 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. Code 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 meaning set forth in the Association's Protective and Restrictive Covenants recorded on 5/11/2018 in the Office of the Register of Deeds for Spartanburg County, South Carolina, in Deed Book 119-Q at Page 746, as amended, modified, and/or supplemented, (the "**Covenants**") unless the context indicates otherwise.

1.4. Covenants. The Avis Lee Park, A Private Road Development, Protective and Restrictive Covenants 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 function of the

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Association set forth in the Covenants; and (2) to generally promote the health, safety, and welfare of the members of the Association.

2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with the 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 Covenants, the Articles of Incorporation, or these Bylaws.

ARTICLE III

MEMBERSHIP

Membership in the Association shall be as set forth in the Covenants, and the provision pertaining to membership in paragraph 4 of the Covenants are specifically incorporated herein by this reference.

ARTICLE IV

MEETING OF MEMBERS, VOTING, NOTICE OF MEETINGS OF MEMBERS

4.1 Annual Meetings.

- a) Timing. 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.
- b) Purpose and Agenda. 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 Covenants, or the Act requiring prior notice before certain matters may be brought to 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 Annual Meeting. Notice of the annual meeting shall be given in accordance with Section 4.3 hereof. Unless the Act, these Bylaws, the Covenants, 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.

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

4.2 Special Meetings.

- a) Called By 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 that the number of Directors falls below three (3) 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 twenty-five percent (25%) 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 give notice of the special meeting 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 Meeting. Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose(s) 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 of Members — In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Covenants, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by hand delivery of the notice by a Member of the Board to the Member's home, no fewer than ten (10) days prior to the meeting.

b. Waiver of Notice

- 1) A member may waive any notice required by this chapter, the articles, or bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.
- 2) A member's attendance at a meeting:
 - i. 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.
 - ii. waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the member objects to considering the matter when it is presented.

4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first delivered to any Member are entitled to notice of the meeting. For the purposes of this Section, notice shall be deemed to be delivered on the date when the notice is left at the home in accordance with Section 4.3. Members on the date of the meeting who are otherwise eligible to vote shall be entitled to vote at the meeting.

4.5 Adjournment of Meeting of Member's 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. In the event that 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, 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 to 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 determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be in accordance with Section 4.3 and the record date for such notice shall be established in accordance with Section 4.4.

4.6 Members' 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. 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 delivered. The list of Members must be made available for inspection in accordance with the Act.

4.7 Quorum for Membership Meetings. Four (4) Members of the Association shall constitute a quorum. If a quorum is not met at the first meeting, the meeting will be rescheduled and adjourned. At the rescheduled meeting, the meeting will be held and business completed with a quorum requirement of three (3) members being present at a meeting.

4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Covenants, 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 one vote per homeowner as specified in the Covenants.

4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be in writing, signed by the Member, and filed with an association Board member or officer before/at the scheduled meeting. No proxy shall be valid effective for a period longer than eleven (11) months unless a different period is expressly provided in the appointment document. However, no proxy is valid for more than three years from its date of execution and may be revoked earlier by the Member. An appointment of a proxy is revocable by the Member as follows: (1) attendance of the meeting by the Member appointing the proxy; or (2) the signing of, and delivery to an association Board member or officer, 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 an association Board member or officer before the proxy exercises their authority under the appointment document.

4.10 Action by Written or Electronic Ballot. Unless limited or prohibited by the Covenants, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of

approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

ARTICLE V

BOARD OF DIRECTORS

5.1 Number 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 three (3) 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) in order to seek election to or continue to hold a position on the Board of Directors.

5.2 Election and Term of Office. Election is facilitated by Hinson Management, Inc. by mailing each Member a written return ballot. Members are polled by Hinson for volunteers to appear on the ballot. Term of office is three (3) years.

5.3 Removal of Directors. Any or all Directors elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51 %) of the total eligible votes in the Association at a special meeting called for the purpose of removing the Director(s) pursuant to section 4.2 hereof, provided that the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a Director(s). The action to remove a Director(s) 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 do so), may be immediately removed by the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

5.4 Resignation. A Director may resign at any time by 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 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. 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 Meeting of Directors.

- a) Regular Meetings. A regular meeting of the board shall be held semi-annually or more frequently, and at dates, times, and places determined by the majority of the Board of Directors. Without approval of all Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings of the Board of Directors.
- b) Special Meetings. Special meetings of the Board of Directors may be called by the president or any two (2) Directors. The purpose of the meeting shall be stated in the text/email serving as the call and at least two (2) days notice shall be given.
- c) Executive Session. The Board may hold executive sessions from which others are excluded at a regular or special meeting, by affirmation 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 Participation by Telecommunications. Any Director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of telephone conference or any other telephonic or video conference means of communication by which all parties participating in the meeting can hear each other at the same time.

5.8 Quorum. A majority of the Directors in office 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 may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.9 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 a valid act of the Board of Directors. Directors shall not vote by proxy.

5.10 Action Without A Meeting. An action that is required or permitted to be taken by the Board of Directors or the committee under these Bylaws or the Covenants may be taken without a meeting, only if the action is approved in writing and a resolution is adopted authorizing the action. The written consents and resolution shall be filed with the minutes of the proceedings and Association's records.

5.11 Compensation. Directors shall not receive compensation for service on the Board of Directors. However, by resolution of the Board of Directors, a Director may be reimbursed for actual expenses incurred in the performance of their duties.

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 Covenants, 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:
 - 1) Appoint committees, including an Architectural Review Committee, by resolution and to delegate the powers and duties appurtenant thereto.
 - 2) 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 of the Governing Documents, including monetary fines as Specific Assessments and Costs of Collection thereof, which shall form a lien on the Lot of the responsible Owner(s).
 - 3) Adopt, amend and publish Architectural Guidelines or delegate the adoption of guidelines to an Architectural Review Board, provided that any such guidelines shall have been approved by the Board.
 - 4) Suspend the voting rights, the right to use all or any portion of the Common Area (with the exception of 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

- 5) Employ a manager or other contractor, agent or employee of the Association and prescribe their duties.

b) Duties. The Board shall be responsible for all duties prescribed by the Covenants, the Act, or other South Carolina or Federal law, including but not limited to the duty to:

- 1) Prepare and adopt, in accordance with the Covenants, an annual budget.
- 2) Provide for the operation, care, upkeep, and maintenance of the Common Areas.
- 3) Enforce the provisions of the Covenants, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board pursuant to Section 5.14 below; and
- 4) Obtain and carry property and liability insurance, and pay the cost thereof, and to adjust claims, as necessary or appropriate.
- 5) maintain a complete and detailed record of all the Association's transactions and acts and furnish said records to the Members when such records are requested in writing by Members who are entitled to vote.

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 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 Designation. The principal Officers shall be the President, Vice President, Secretary, Treasurer, 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 Treasurer. The President, Vice President, and Treasurer must be Members and Directors of the then-current Board of Directors; the Secretary need not be a Member or a Director of the then-current Board of Directors.

6.2 Appointment and Term. The Board shall appoint Officers at the first Board meeting following assumption of their duties to serve until their successors are appointed.

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 therein, 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. The sole exception is the position of the President. If the office of President is vacated, the Vice President will assume the office of President. The office of Vice President is then vacant and is filled per this paragraph.

6.5 Powers and Duties. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers 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, 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 and may delegate all or part of the preparation and notification duties to a management agency.

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, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by 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 or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

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 Covenants, or by allocation of funds in the operating account 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 least fifty-one percent (51 %) of the total eligible votes of the Association shall have approved such action.

ARTICLE IX

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 Board 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. The Members shall have only such rights to inspect records of the Association to the extent prescribed by the Act and according to the procedures and limitations thereof. The Association may charge a reasonable fee 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 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 representative 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 incurred in any such capacity or arising out of such status, whether or not the Association would have the power to indemnify such person.

ARTICLE XII

ENFORCEMENT PROCEDURES

The Association shall have the power, as provided in the Covenants, 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 Covenants for violation of the Governing Documents. Such remedies, including any other remedies authorized by the Covenants, are not mutually exclusive.

ARTICLE XIII

MISCELLANEOUS

13.1 Amendments.

- a) By the Members. These Bylaws may be amended by the affirmative vote of fifty-one percent (51 %) of the total eligible votes in the Association at a duly called annual or special meeting of the Membership; or in lieu of a meeting, by a written or electronic ballot.
- b) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

13.2 Conflicts.

- a) With the Articles or Covenants. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.
- b) With the Act. In the case of any conflict between the mandatory provisions of the Act and these Bylaws, the mandatory provisions of the Act shall control.
- c) Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of Avis Lee Park Homeowners Association Inc., a South Carolina non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 5th of October 2022.

By: Richard J. Gehricke SR

Name: Richard J. Gehricke, Sr.

Title: President, Avis Lee Park Homeowners Association

NOTARY:

State of South Carolina

County of Greenville

This document was signed before me on October 19, 2022

By Richard J. Gehricke, Sr.

Jonathan C. Jones

Notary Signature

03/22/2028

Notary's expiration date

