

**AMENDED AND RESTATED BY-LAWS OF**  
**STONO WATCH HORIZONTAL PROPERTY REGIME**

THESE AMENDED AND RESTATED BY-LAWS OF STONO WATCH HORIZONTAL PROPERTY REGIME, are promulgated, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2004, pursuant to the Horizontal Property Act of South Carolina (the "ACT") for the purpose of governing Stono Watch Owners Association (the "Association") and the Administration of the Stono Watch Horizontal Property Regime (the "Property"), which has been submitted to a Horizontal Property Regime. The terms used herein are defined in the Master Deed by which the Property is so constituted, these By-Laws incorporate and are subject to the provisions of said Master Deed.

**ARTICLE 1**

**OWNERS**

**A. MEMBERSHIP.** Every Owner shall be a Member of the Association. A person who holds title to a Unit (Apartment) merely as a security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

**B. VOTING.** Each Owner shall be entitled to cast one vote for each Unit owned, which vote shall be recorded and counted at a rate equal to the percent of such Owner's interest in the Common Elements as set forth in the Master Deed. Votes can be cast only at the meeting of the Association convened in accordance with By-Laws, and in the absence of a valid proxy, an individual Owner shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. The failure of an absent Owner to execute and return the proxy form sent to him in the mail referred to in Paragraph P of this Article shall constitute a proxy to and for the majority present and voting. When an Owner consists of two or more persons, any one shall be deemed authorized to act for all unless another of the Owners objects, in which case the vote that such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Unit (apartment) must be cast together and may not be split.

**C. MAJORITY.** "Majority of Owners means the Owners of fifty-one (51%) percent or more of the Value of the Property as a whole (as defined in the Master Deed). Each Owner is entitled to cast votes in accordance with their percentage interest in the Common Elements.

**D. QUORUM.** The presence of Owners owning fifty-one (51%) percent of the Value of the Property shall constitute a quorum for the transaction of business at a meeting of the Association, provided, however, that any absent Owner who does not execute and return the proxy form sent to him in the mail referred to in Paragraph P. of this

Article, shall be deemed present for the purpose of determining the presence of a quorum; and said absent Owner's vote will be cast with the majority of those present and voting.

E. **CONSENTS.** Any action which may be taken by a vote of the Owners may also be taken by written consent of such action signed by a majority of the Owners.

F. **ORGANIZATIONAL MEETING.** Deleted

G. **ANNUAL MEETING.** An annual meeting of the Owners shall be held on the second Tuesday of the first month of each fiscal year of the Association, or at such other time during the year as may be determined by a vote of the majority of Owners. The current fiscal year of the Association is January 1 through December 31. Any business which is appropriate for action of the Owners may be transacted at an annual meeting.

H. **SPECIAL MEETINGS.** Special meetings of the Owners may be called at any time by the President of the Association, or by a majority of the Board of Directors, and shall be called upon the written request of a Majority of Owners. Only such business as is stated in the notice of the meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business. The President and the Board of Directors shall cooperate with and assist the Majority of Owners making the request to schedule a timely special meeting to discuss the matters at hand.

I. **NOTICE OF MEETINGS.** Written notice of every annual meeting or special meeting of the Owners stating the time and place of the meeting, and in the case of a special meeting, the business proposed to be transacted, shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case, the action to which such Owner objects shall be void.

J. **WAIVER OF NOTICE.** Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owners either before or after such meeting. Attendance at a meeting by such Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business of which the proper notice was not given is put to a vote.

K. **PLACE OF MEETING.** Meetings of the Owners shall be held on the Property or at a place in the county in which the Property is situated and convenient to the Owners as the President of the Association or the Board of Directors may direct.

L. **ADJOURNMENT.** Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the Owners holding a

Majority of the votes represented at such meeting regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session and no additional notice of adjourned sessions shall be required.

**M. ORDER OF BUSINESS.** The order of business at all meetings of the Owners shall be as follows:

1. Roll Call;
2. Proof of proper notice of the meeting or waiver of notice;
3. Reading the minutes of preceding meeting;
4. Report of the Board of Directors;
5. Report of Officers;
6. Reports of Committees;
7. Election of Inspection of Elections (when required);
8. Election of Directors;
9. Unfinished Business;
10. New Business.

**N. MINUTES OF MEETINGS.** The Secretary of the Association shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

**O. WHO MAY ACT FOR AN OWNER.** In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any trustee thereof, a trust shall act by any trustee agent thereof, and any other legal entity shall act by any managing agent thereof. When an Owner consists of two or more persons, any one shall be deemed authorized to act for all unless another of the Owners objects, in which case the vote that such Owner would otherwise be entitled to cast may not be cast. All votes appurtenant to a single Unit (apartment) must be cast together and may not be split.

**P. PROXIES.** Any Owner may, by written proxy, designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy may be revocable or irrevocable, but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association, which may be done at any time prior to the calling of a meeting to order. If at least thirty (30) days prior to the duly called meeting, an Owner is informed by mail of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) a proxy form is included in such mailing, and the Owner neither attends the meeting nor returns his executed proxy, then such Owner shall be deemed to have given his proxy to and for the Majority present and voting.

## ARTICLE II

### BOARD OF DIRECTORS

**A. FORM OF ADMINISTRATION.** The administration of the Association and the Property shall be vested in the Board of Directors consisting of five (5) directors elected from the Owners.

**B. AUTHORITIES AND DUTIES.** The authorities and duties of the Board of Directors shall include the following:

1. To provide for the surveillance and security of the property;
2. To provide for maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operations, maintenance, repair and replacement of the Common Elements;
4. To collect from the Owners their respective shares of the Common Expenses;
5. To insure the Property as hereinafter provided;
6. To enact and reasonable regulations governing the operation and use of the Common Elements;
7. To enforce the terms of the Act, Master Deed, and these By-Laws and the regulations promulgated pursuant hereto as hereinafter provided;
8. To administer the Association and the Property on behalf of and for the benefit of all Owners;
9. To institute and enter into litigation as a plaintiff on behalf of the Association and Owners only with the written approval of the Majority of Owners; and
10. To provide communications to all Owners of the status of activities of the Board of Directors not later that two (2) weeks after Board meetings.

**C. QUALIFICATIONS.** Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of another legal entity which is an Owner, or together with another person or persons is an Owner, may be elected or continue to serve as a Director of the Association. No Owner shall be permitted to provide a greater number of Directors than the number of Units owned by such Owner.

**D. ELECTION AND TERM.** The five members of the Board of Directors shall serve three (3) year staggered terms with no more than two (2) seats expiring per year. At each annual meeting of the Owners, a Director shall be elected to succeed the Director whose term expires at such meeting. A Director elected to fill an expired term, shall be elected to serve until the third annual meeting of the Owners following the election for the initial term. A plurality of the votes cast shall be sufficient to elect a Director in any election. In the case where a seat on the Board of Directors is vacant due to resignation of the former Director and the former Director's term has not expired, the incoming Director shall be elected for the un-expired term of the Director who is being replaced. A Director may be

elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office. For each annual meeting of the Owners, the agenda shall list seats 1 through 5, giving the incumbent's name and date of term expiration for that seat.

**E. REMOVAL.** A Director may be removed from office with or without cause by the affirmative vote of the Owners of two-thirds (2/3rds or 66.7 %) of the Value of the Property.. The unexpired portion of the term of any Director so removed shall be filled by a new Director elected by the affirmative vote of a Majority of the Owners.

**F. VACANCIES.** Vacancies in the Board of Directors caused by reason other than the removal of a Director by the Owners shall be filled by a new Director elected by the affirmative vote of the majority of the remaining Directors for the unexpired term of vacant seat, even though such remaining Directors do not constitute a quorum. Any Director appointed by the Board shall be affirmed by a Majority of the Owners at the next annual meeting of the Owners. In the event that such Director is not affirmed by a Majority of the Owners, the term of appointed Director shall be deemed to have expired, and a new Director shall be elected at such annual meeting by a Majority of the Owners for the remaining unexpired term.

**G. VOTING.** Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The vote of a Director shall be cast only if such Director is personally at a meeting of the Board of Directors convened in accordance with these By-Laws. Proxies shall not be permitted in any vote of the Board of Directors. The affirmative vote of a majority of the Directors present at the time of a vote, if a quorum is present at such time, shall be sufficient for any action unless otherwise specified in these By-Laws.

**H. QUORUM.** A majority of the Directors shall constitute a quorum for the transaction of business.

**I. CONSENTS.** Any action taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

**J. ANNUAL MEETING.** An annual meeting of the Board of Directors shall be held during each fiscal year at least ten (10) days prior to the Annual Meeting of the Owners. The time, date and place of the annual meeting of the Board of Directors shall be fixed at the annual meeting of the Owners by mutual agreement of the majority of the Directors present at such meeting and no further notice thereof shall be necessary. This required information shall be communicated to all Owners if not publicly announced at the Annual Meeting of the Owners or included in the published Minutes of the Annual Meeting of the Owners.

**K. REGULAR MEETING.** Regular meetings of the Board of Directors shall be held at such time, dates, and places as the Board of Directors may determine from time to time, but at least three (3) regular meetings shall be held each year. Any business which is appropriate for action by the Board of Directors may be transacted at a regular meeting.

**L. SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two (2) members of the Board of Directors. Only such business as is stated in the notice of the meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

**M. NOTICE OF MEETINGS.** Written notice of every regular or special meeting of the Board of Directors stating time, date, and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three (3) and not more than ten (10) days in advance of the meeting. A copy of the meeting notice and agenda shall be posted on the public bulletin board on the Property for all Owners to be advised of said meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any actions taken at such meeting unless a Director who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting in which case the action to which such Director objects shall be null and void.

**N. WAIVER OF NOTICE.** Waiver of notice of a meeting of the Board of Directors shall be deemed to be equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date, and place thereof unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

**O. PLACE OF BUSINESS.** All meetings of the Board of Directors shall be held upon the Property or at such other place convenient to the Directors as the President of the Association or Board of Directors may direct.

**P. RECESS.** Any meeting of the Board of Directors may be recessed from time to time for periods not exceeding two (2) hours by a vote of the majority of Directors present, regardless of whether a quorum is present. Any business which could be properly transacted at the original session of a meeting may be transacted at the subsequent session following a recess of such a meeting and no additional notice of such subsequent session shall be required.

**Q. MINUTES OF MEETING.** The Secretary of the Association shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Board of Directors. The minutes shall contain all motions, seconds, and vote on the matter for the record. All such minutes shall be made available for examination and copying by any owner at any reasonable time. A copy of the approved minutes shall be posted on the public bulletin board for all Owners to review within fourteen (14) days after the meeting.

**R. COMPENSATION.** The Directors shall serve without compensation, but, with the approval of the majority of the Board of Directors, shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

### **ARTICLE III**

#### **OFFICERS**

**A. DESIGNATION.** The Association shall have a President, a Vice president, a Secretary, and a Treasurer. The Association may also have one or more assistant to the Secretary and to the Treasurer and such offices as may be necessary from time to time. The offices of the Secretary and Treasurer may be filled but the same individual.

**B. QUALIFICATIONS.** The President and the Vice President must be Directors and all other officers must be individuals who are duly qualified to be Directors.

**C. ELECTION AND TERM.** Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assume office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

**D. REMOVAL.** Any officer may be removed from office at any time, with or without cause, by the Board of Directors or by the Owners. Any officer removed by the Board of Directors or by the Owners shall be replaced only by the Owners.

**E. PRESIDENT.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors at which he is present. He shall have all of the general powers and duties which are usually vested in the office of President of an unincorporated association, including, but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**F. VICE PRESIDENT.** The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to take the place and perform the duties of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**G. SECRETARY.** The Secretary shall keep the minutes of all the meetings of the Owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors may direct, in general perform all the duties incident to the office of secretary of an unincorporated association. The Secretary shall cause and insure the timely publication and posting of meeting agendas and minutes of the meetings of the Owner and Board of Directors on the public information board on the Property.

**H. TREASURER.** The Treasurer shall have custody of and responsibility for the Association funds and securities, and shall keep the financial records and books of accounts belonging to the Association. If a manager is employed, as hereinafter provided, custody of the Association funds and securities and responsibilities for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager, if the Board of Directors so determine; but in such case, the Treasurer shall verify the amounts of Association funds and securities in the custody of the manager, and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors, but in no case shall the interval of verification be greater than quarterly. The Treasurer shall be one of the two (2) signatures required to sign checks on the Association accounts.

**I. COMPENSATION.** The officers shall serve without compensation but, with the approval of the majority of the Board of Directors, shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

#### **ARTICLE IV**

#### **MANAGER**

**A. EMPLOYMENT.** The Board of Directors may employ a Manager to assist in or take charge of the administration of the Association and Property.

**B. QUALIFICATION.** The Manager may be an individual, corporation or other legal entity. No individual who is a Director or Officer of the Association, or who resides in the home of a Director or an Officer of the Association shall be the Manager.

**C. AUTHORITY AND DUTIES.** The manager shall have such authority and duties as may be determined by the Board of Directors and shall report to the Board of Directors or the President as the Board of Directors may determine. The Manager shall visit the Property not less frequently than once (1) per week and shall make a weekly written report to the Board of Directors of all problems noted, violations of rules and regulations detected, contacts or requests by Owners advising the Manager of problems or concerns, and Manager's recommendations.

**D. COMPENSATION.** The Manager shall receive such compensation as the Board of Directors may determine.

**E. CONTRACT.** The contract with the Manager shall contain a clause allowing cancellation, without penalty, upon not more than ninety (90) days notice. The contract will also have provisions dealing with the liability accruing to the Association as a direct result of the Manager's actions, non-actions, and performance.



## ARTICLE V

### FINANCES

A. **FISCAL YEAR.** The Fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. **BUDGET.** The Board of Directors shall prepare and submit to the Owners at each annual meeting of the Owners, a proposed budget for the upcoming fiscal year. The proposed budget shall set forth with particularity the anticipated Common Expenses, as set forth in Article III of the Master Deed, for the fiscal year and the amount of money needed to establish reasonable reserves for payment of future or unforeseen Common Expenses.

C. **APPROVAL OF BUDGET.** The proposed budget, as it may be proposed to be amended upon motion of any Owner, shall be submitted to a vote of the Owners and when approved by the affirmative vote of a Majority of the Owners shall become the budget of the Association for the fiscal year (the "Budget"). The terms of the Budget shall be binding upon the Board of Directors until such terms are amended by action of the Owners. Notwithstanding the Owner's right to approve the Budget, all annual assessments of the Owners shall be fixed by the Board of Directors without a vote by the Owners, provided that the annual assessment for the budget year is not increased by more than five (5%) percent over the previous year.

D. **REGULAR ASSESSMENTS.** The funds required by the Budget (the "annual assessments") shall be collected from the Owners by the Board of Directors in equal monthly or quarterly assessments as the Board of Directors may determine.

E. **SPECIAL ASSESSMENTS.** The funds required from time to time to pay any Common Expenses, which are not covered by the Budget, but which are affirmatively approved by a Majority of the Owners, shall be collected from the Owners by the Board of Directors in such installments as the Owners may determine.

F. **INDIVIDUAL ASSESSMENTS.** Any payments to the Association which one or more, but less than all of the Owners shall be obligated to make pursuant to the terms of the Act, Master Deed, or these By-Laws, shall be due upon demand and shall be collected by the Board of Directors.

G. **COLLECTION.** Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or action of law, the Owners owing same shall be required to pay reasonable cost of collection including reasonable attorney's fees.

**H. PENALTY.** An assessment not paid within thirty (30) days following the date when due shall bear a penalty equal to ten (10%) percent of the amount so due. The penalty shall be added to and collected in the same manner as the assessment. For purposes of this paragraph only, an unpaid assessment shall not be deemed overdue until the Board of Directors has delivered to the Owner owing the same, a demand for payment unless the Board of Directors has within thirty (30) days prior to the date when due, delivered to such Owner a written notice of the amount due and the date due in which case no further demand shall be necessary. The Board of Directors may in its discretion waive all or any portion of a penalty imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due caused by circumstances beyond the control of the Owner.

**I. ACCOUNTS.** The Board of Directors shall maintain on behalf of the Association one or more FDIC insured checking account with a state or federally chartered bank having an office in the county where the property is situated. If a Manager is employed, said accounts may be maintained in the name of the Manager, but only in separate, segregated escrow accounts designating the Association as beneficiary, if the Board of Directors so approve. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than fifty (\$50.00) for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

**J. PAYMENTS.** The Board of Directors shall provide for the payment of all debts of the Association from the funds collected from Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Board of Directors shall otherwise determine. All expenditures which are in excess of fifty (\$50) dollars shall be reviewed and approved by the President or the Board of Directors before the payment is made. All checks and request for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer, or any two (2) alternate officers of the Association. If a Manager is employed, the Board of Directors may authorize the Manager to draw checks upon the account of the Association to pay expenditures specifically approved in the Budget, with the counter signature of the Treasurer or such other officer as may be specified by the Board of Directors. The Board of Directors may authorize the Manager to make disbursements from petty cash fund, if any. If a petty cash fund is authorized by the Board of Directors, it must be audited and reconciled monthly by the Treasurer. The petty cash fund balance and status shall be made of item of review at each Board of Directors meeting.

**K. BONDING.** That the Board of Directors shall be required to secure from a surety company a fidelity bond in the amount equal to not less than the sum of three (3) months assessment plus any funds held in the reserve account. The bond shall cover every individual including the Manager, if any, authorized to handle the funds of the Association. The bond shall contain an agreement whereby the Association and any service agent for any FNMA mortgage, shall be given ten (10) days notice before modification of said bond or cancellation thereof. The cost of the bond shall be a Common Expense.

L. **ACCOUNTING AND AUDITS.** All books and audits of the Association shall be kept in accordance with good and accepted accounting practices and an outside audit shall be made at least once a year.

M. **PROCUREMENT OF GOODS AND SERVICES.** All goods and services valued over one thousand (\$ 1,000) dollars, required by the Association, shall be acquired by securing a minimum of three (3) prices from qualified established vendors, with at least two such vendors having a place of business located in the county where the Property is located. All professional services required by the Association, shall be obtained from providers of such services who maintain a place of business located in the three county Charleston Metropolitan Area, who are fully qualified to provide the service, licensed in the State of South Carolina, and submit a proposal to provide the services needed by the Association. A price for the services, based on a written scope of work, shall be negotiated prior to the signing of a contract. The scope of work as agreed upon shall be made a part of the contract.

## **ARTICLE VI**

### **MAINTENANCE AND IMPROVEMENTS**

A. **MAINTENANCE BY BOARD OF DIRECTORS.** Subject to the availability of funds as provided in an approved annual budget, or by any other assessment approved by the Owners, the Board of Directors shall provide for the maintenance, repair, and replacement of the General Common Elements, as set forth in paragraph D, Article I of the Master Deed, and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

B. **MAINTENANCE BY OWNERS.** Each Owner shall maintain his unit (apartment), except the for the part constituting a General Common Element, including, but not limited to, the exterior portions thereof which are maintained by the Board of Directors, in good condition and repair. Each Owner shall make a written request to the Board of Directors for General Common Element items needing repair or replacement. The Board of Directors shall cause a work order to be created to address the items reported and items shall be repaired or replaced in the order in which the requests were received, emergency repairs being excepted, to the extent that funds are available in the current fiscal year budget. Should funding not be available for the attention of the reported items, and the item needing attention is not a matter of critical concern, the item shall be placed on a list maintained for the next fiscal year's budget.

C. **DEFAULT BY OWNER.** In the event that any Owner fails to perform the maintenance required by such Owner by these By-Laws or any lawful regulation enacted pursuant hereto and such failure creates or permits a condition which is hazardous to life, health, or property, or which unreasonably interferes with the right of another Owner, or which substantially detracts from the value or appearance of the Property, the Board of Directors shall, after giving such Owner reasonable notice of an opportunity to perform such

maintenance, cause such maintenance to be performed and charge all reasonable expenses of so doing to such Owner by an individual assessment.

**D. EXPENSES.** Except as herein provided, the expenses of maintenance repair and replacement provided by the Board of Directors shall be a Common Expense. The expenses of maintenance, repair and replacement which are necessitated by; (1) failure of an Owner to perform the maintenance required by these By-Laws or by a lawful regulation enacted pursuant hereto, (2) the willful act, neglect, or abuse of an Owner, or (3) an uninsured loss which is to be borne by an Owner in accordance with Article VIII of these By-Laws, shall be charged to such Owner by an individual assessment.

**E. IMPROVEMENTS.** The Board of Directors shall provide for making of such improvements to the Common Elements as may be approved from time to time by the Owners. The cost of such improvements shall be a Common Expense; provided, however, that no Owner shall without his consent be assessed in any one year for the making of improvements to the Common Elements in an amount in excess of one (1%) percent of the value of his Unit as set forth in the Master Deed, unless such assessment has been approved by a Majority of Owners as set forth herein.

## **ARTICLE VII**

### **REPAIR AND RESTORATION**

**A. DECISION OF OWNERS.** In the event of fire or other disaster causing substantial damage to or destruction of any portion of the Property, the damage or destruction shall be promptly be appraised by the Board of Directors. If more than two-thirds (2/3rds or 66.7%) of the Property has been destroyed, the Board of Directors shall promptly call a special meeting of the Owners to determine whether the Property shall be reconstructed as set forth in Article VI.A. of the Master Deed. In the event that the Owners determine not to reconstruct the Property, the Secretary shall execute a certificate to that effect and cause the same to be recorded in the same manner as these By-Laws.

**B. RECONSTRUCTION.** Unless the Owners affirmatively determine in the manner provided in the Master Deed not to reconstruct the Property following damage or destruction thereof, the Board of Director shall promptly provide for such reconstruction. If the cost of such reconstruction exceeds Ten Thousand and 00/100 (\$ 10,000.00) dollars, the Board of Directors shall employ, an architect licensed to practice in the jurisdiction or jurisdictions in which the Property is situated to design the necessary reconstruction efforts in full compliance with the applicable codes and supervise the reconstruction. It shall be the duty of such architect to inspect the progress of the reconstruction at regular intervals and submit written authorization to the Insurance Company, on all Board approved invoices, for the payment of work performed. When an architect is not required by the terms hereof, the Board of Directors may perform such inspections and submit such for authorization.

**C. COSTS.** The Board of Directors shall employ for the purpose of reconstructing the Property, the proceeds of any insurance obtained on the Property by the

Board of Directors as Trustee for the Owners. If such insurance proceeds do not cover the cost of reconstruction, the deficiency shall be borne by the Association as a Common Expense up to an amount equal to the sum of (1) the amount deducted pursuant to a "loss deductible" clause of the insurance policy plus (2) fees and expenses of the Insurance Trustee hereinafter identified. Any deficiency in excess of such amount shall be borne by the Owners in proportion to their respective interest in portions of the Property reconstructed.

## ARTICLE VIII

### CONDEMNATION

**A. RIGHTS OF OWNERS.** If any portion of the Property is condemned by any authority having eminent domain, each Owner shall be entitled to receive notice of such condemnation and to participate in the proceedings incident thereto unless otherwise prohibited by law. Each Owner shall be entitled to an individual award to be determined by the value of his interest in the portion or portions of the Property condemned.

**B. DUTIES OF THE ASSOCIATION.** In the event that any reward is received by the Association on account of condemnation of any portion or portions of the Common Elements, the Board of Directors shall promptly pay such award to the Insurance Trustee hereinafter identified as Trustee for the Owners to be disbursed in the same manner as if it were insurance proceeds. The Board of Directors shall promptly call a special meeting of the Owners to determine whether any condemned portion of the Common Elements shall be replaced. If the Owners determine to replace any condemned portion of the Common Elements, the Board of Directors shall provide for the replacement of such portions in the same manner as if such portions had been destroyed by casualty.

## ARTICLE IX

### INSURANCE

**A. INSUREDS.** Insurance policies upon the Property, covering the items described below, shall be purchased by the Board of Directors, or its manager, for the benefit of the Association, the Board of Directors, and the Owners of the Units and their mortgagees, as their interest may appear. Provisions shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of all Owners. Such policies and endorsements shall be deposited with and held by the Association.

**B. COVERAGE.** Insurance shall cover the following when available:

- (1) the replacement value of all Units and Common Elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage endorsement and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the land. No insurance on the contents of or improvements to any

unit (apartment) shall be provided by the Association, unless included in the policy without additional charge;

- (2) public liability in such amounts and with such coverage as shall be determined by the Board of Directors, including, but not limited to hired automobile and non-owned automobile coverage;
- (3) workman's compensation (if required); and
- (4) such other insurance as the Board of Directors from time to time determine to be desirable.

C. **PREMIUMS AND DEDUCTIBLES.** Premiums upon insurance policies and that portion of any covered loss not compensated for because of the deductible clause of the policy shall be paid by the Association as a Common Expense to the extent of available funds and, the balance, if any, shall be paid by the Owners in proportion to their respective interest in the Value of the Property..

D. **PROCEEDS.** The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be distributed as follows:

- (1) if the Property is not reconstructed as provided in Article VIII of the Master Deed, then each Owner shall receive a share of the proceeds proportionate to his interest in the Common Elements as set forth in the Master Deed; or
- (2) if reconstruction takes place, then such proceeds shall be used to meet the reconstruction costs as provided in Article VI of the Master Deed and Article VII of these By-Laws, and any proceeds remaining after all the costs of reconstructing the Property shall have been paid in full, shall be distributed to the Association for the benefit of all Owners.

E. **INSURANCE BY OWNERS.** Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable:

- (1) hazard insurance on his Unit and its contents for his own benefit, and
- (2) liability insurance covering accidents occurring within his Unit.

Any Owner who obtains hazard insurance fro his own benefit shall within thirty (30) days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance.

## ARTICLE X

### RESTRICTIONS AND REGULATIONS

A. **RESTRICTIONS.** The use of the Property shall be subject to the following restrictions:

- (1) Units shall be used only for residential purposes.
- (2) No Owner or resident shall maintain or permit any nuisance within his Unit or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitted within his Unit the creation of excessive noise, smoke, or offensive odors. No person shall maintain on the Property and no Owner shall permit within his Unit any condition which is unreasonably hazardous to the life, health or property of any other person.
- (3) No person shall make any additions to or perform any work on the Common Elements or otherwise alter the Common Elements without the express authorization of the Board of Directors. No Owner shall later permit the alteration of the external appearance of any portion of his Unit without express approval of the Board of Directors.

B. **REGULATIONS.** The Board of Directors shall adopt and amend from time to time such reasonable regulations, ("Regulations"), governing the operation and use of the Property as they may deem necessary or desirable. It shall not be necessary to record Regulations, newly adopted, or the amendment or repeal of existing Regulations, but no Owner shall be bound by any newly adopted Regulations or any amendment or repeal of an existing Regulation until a copy of the same has been delivered to such Owner.

C. **ENFORCEMENT.** The Board of Directors shall enforce the terms of the Act, Master Deed and these By-Laws, and the Regulations promulgated pursuant hereto and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or any Owner may be entitled, the Board of Directors may impose against an Owner, reasonable fines not to exceed a total of Ten (\$10.00) Dollars per day for any violation of the terms of the Act, Master Deed or By-Laws or of the Regulations promulgated pursuant hereto. No such fine may be imposed unless the Owner is given a hearing before at least three (3) members of the Board of Directors and is given five (5) days notice of said hearing. Notice may be given by depositing thereon in the United States Mail to the last known address of said owner. Such fines shall be collected as an individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense. If a Manager is employed by the Board of Directors, said Manager shall inspect the Property at least weekly and report any violations of the Act, Master Deed, By-Laws, or Regulations observed in a written report to the Board of Directors for consideration at the next regular Board Meeting. The Manager shall send to the Owner of the unit where the violation occurred a Notice of Violation describing the said violation and a

copy of the Act, Master Deed, By-Laws or Regulations indicating which provisions are being violated. A copy of the Notice of Violation shall be forwarded to the Board of Directors by e-mail.

**D. RESPONSIBILITY OF OWNERS.** Each Owner shall be deemed responsible for the conduct of the members of his household and his tenants, agents, guest, and pets, but the responsibility of the Owner shall not relieve any member of his household or any of his tenants, agent, or guest for any liability to the Association or to an Owner for their acts.

## **ARTICLE XI**

### **LIABILITIES AND INDEMNIFICATION**

**A. LIABILITIES OF OWNERS.** No Owner shall be liable upon a debt or tort of the Association for any amount in excess of such portion of the total liability of the Association which bears the same ratio of the total liability as the portion of the Common Expenses which such Owner is required to pay bears to the total of the Common Expenses. All correspondence of the Association and all contracts executed by the Association shall incorporate the following recital:

**Stono Watch Horizontal Property Regime is a South Carolina Non-Profit Corporation.**

“No member of the Association shall be liable upon a debt of the Association for an amount in excess of such portion of the debt which member is required to pay pursuant to the terms of the Master Deed and By-Laws of the Stono Watch Horizontal Property Regime.”

**B. INDEMNIFICATION AMONG OWNERS.** Each Owner shall be entitled to contribution from and indemnification by every other Owner to the extent that such Owner discharges or is required to discharge any portion of liability of the Association in excess of such Owner’s proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of a debt which was liquidated in an amount due and payable prior to the time such Owner became an Owner.

**C. LIABILITY OF DIRECTORS AND OFFICERS.** No Director of Officer of the Association shall be liable to any Owner for any decision, action, or omission made or performed by such Director or Officer in the course of his duties, unless such Director or Officer acted in bad faith, or in reckless disregard of the rights on any person or of the terms of the Act, Master Deed, or these By-Laws.

**D. INDEMNIFICATION OF DIRECTORS AND OFFICERS.** The Association shall indemnify and defend each Director and each Officer of the Association from any liability claimed or imposed against him by reason of his position or actions as a Director of Officer of the Association if all of the following conditions are satisfied:



- (1) Such liability does not arise from the willful misconduct of such Director or Officer;
- (2) Such Director or Officer is not required to bear such liability by the terms of the Act, Master Deed, or these By-Laws;
- (3) Such Director or Officer give the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same, and;
- (4) Such Director or Officer cooperates with the Association in defending against the liability.

The expense of indemnification of a Director or Officer shall be a Common Expense and shall be borne by all the Owners, including such Director or Officer, in the proportion to their respective interest in the Value of the Property. The Board of Directors may obtain insurance indemnifying any Director or Officer of the Association for the liability claimed or imposed against him by reason of his position as a Director or Officer of the Association and the cost of such insurance shall be a Common Expense.

## ARTICLE XII

### SEAL AND SIGNATURE

**A. SEAL.** The Association shall be required to use a seal only when required by state law.

**B. ATTESTATION OF DOCUMENTS.** The presence of an attest by the Secretary or Assistant Secretary of the Association on any contracts, conveyance, or other document executed on behalf of the Association shall attest:

- (1) That the Association seal, if any, affixed to the document is in fact the seal of the Association;
- (2) That any Officer of the Association executing the document does in fact occupy the official position indicated; that one in such position is duly authorized to execute such document on behalf of the Association; and that the signature of such Officer subscribed to the document is genuine;
- (3) That the execution of the document on behalf of the Association has been duly authorized.

**C. CERTIFICATION OF DOCUMENTS.** When any document relating to the Property or the Association is attested by the Secretary or Assistant Secretary of the

Association, a third party without knowledge or reason to know to the contrary may rely on such documents as being what it purports to be.

**D. CERTIFICATION OF ACTIONS AND FACTS.** When a written statement setting forth

- (1) actions taken by the Owners or by the Board of Directors or,
- (2) facts relating to the Property or the Association as determined by the Board of Directors is executed by the Secretary or Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

**E. ABSENCE OF SEAL.** The absence of the seal of the Association from any contract, conveyance, or other document executed on the behalf of the Association shall not impair the validity of such contract, conveyance, or other document or any action taken thereto or in reliance thereon.

### **ARTICLE XIII**

#### **AMENDMENTS**

**A. PROCEDURE.** These By-Laws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds, (2/3rds. or 66.7%), of the total interest in the Common Elements. Failure to attend a meeting, or to submit an executed proxy, at which a vote to amend these By-Laws is taken, shall not be considered a proxy to and for the majority of Owners present and voting as described in Paragraph P, Article I, herein. No amendment shall be effective unless and until recorded as an amendment to the Master Deed in accordance with the Act.

**B. EFFECT.** All Owners, tenants of Owners, employees of Owners, and tenants, and any other persons that may in any manner use the Property or any part thereof shall be bound to abide by any amendment to these By-Laws duly adopted and recorded as specified herein.

### **ARTICLE XIV**

#### **MISCELLANEOUS**

**A. RECORD OF OWNERSHIP.** Any person, who acquires title to any unit (apartment), except a person who acquires title to a Unit merely as security for a debt, shall promptly inform the Board of Directors of the identity of such person and the date upon and the manner in which title to the Unit was acquired. The Board of Directors shall maintain a record in the names of all Owners and of the dates upon which they acquired title to their Unit.

**B. NOTICES.** any notices or documents placed in the mail receptacle or affixed to the front door of the Unit by or at the direction of the Board of Directors shall be deemed delivered to the Owner of such Unit, unless the Owner of such Unit has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the directions of an Owner shall be deemed delivered to the Board of Directors.

**C. WAIVER.** No provisions of these By-Laws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

**D. CONFLICTS.** In the event of any conflict between these By-Laws, the Act or the Master Deed, the Act or the Master Deed shall control as appropriate. In the event of a conflict between the Regulations promulgated hereto these By-Laws shall control. All documents will, to the extent possible, be construed as implementing a controlling document rather than conflicting with that document.

**E. SEVERABILITY.** The provisions of these By-Laws are severable and the invalidity of one or more provisions hereof shall be deemed to impair or effect in any manner the enforceability or effect of the remainder hereof.

**F. CAPTIONS.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any portion thereof.

**G. GENDER AND NUMBER.** All pronouns used herein shall be deemed to include the masculine, feminine, neuter, singular and plural whenever the context requires or permits.

#### **CERTIFICATION**

I, the undersigned, do hereby certify; that I am the Secretary of Stono Watch Horizontal Property Regime; and That the foregoing Amended and Restated By-Laws amend and restate in its entirety the original By-Laws of said regime, as duly adopted at a meeting of the Board of Administration hereof, held on the 19<sup>th</sup> day of December, 1986. and recorded as Exhibit D, Master Deed, Stono Watch Horizontal Property Regime, at Bk. R 160 page 874 through pages 893 on 29 December 1986.