

BY-LAWS
Retreat at Grande Oaks HOA, Inc.
also known as Retreat at Grande Oaks Homeowners Association, Inc.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for RETREAT AT GRANDE OAKS, Beaufort County, South Carolina, recorded on July 29, 2020, in Deed Book 3889, Pages 2172 through 2203, in the Beaufort County Register of Deeds ("Covenants") contemplated the incorporation of an association entitled Retreat at Grande Oaks Homeowners Association, Inc., for the administration thereof and for the management of the affairs of the community known as Retreat at Grande Oaks;

WHEREAS, the original developer, Village Park Homes, Inc. was succeeded by Dreamfinders Homes, Inc. ("Declarant") and in the process of such succession, a new association entitled Retreat at Grande Oaks HOA, Inc. ("Association") was formed;

WHEREAS, Declarant appointed the undersigned individuals to serve on a transition committee (the "Transition Committee") until the Members of the Association held a meeting to elect a Board of Directors;

WHEREAS, the Transition Committee, with the consent of the Declarant, is causing these By-Laws to be recorded to provide a framework for the holding of the initial meeting of the Members, whereupon a Board of Directors shall be elected.

Now therefore, these By-Laws are hereby acknowledged to be in full force and effect as of the date of the last signature affixed hereto.

ARTICLE I
NAME, LOCATION, AND MEMBERSHIP

Section 1. Name. The name of the Association is Retreat at Grande Oaks HOA, Inc. also known as Retreat at Grande Oaks Homeowners Association, Inc., a South Carolina nonprofit corporation ("Association").

Section 2. Location. The principal office of the Association shall be located in The Town of Bluffton, Beaufort County, South Carolina, at such place as is designated by the Board of Directors in accordance with the provisions of these By-Laws.

Section 3. Membership. Each and every record Owner of a Lot in RETREAT AT GRANDE OAKS shall be a member of the Association, excluding persons who hold such interest under a deed to secure debt, mortgage, or deed of trust. Membership in the Association shall be confined to such Owners and shall be appurtenant to and inseparable from Lot ownership. Such Owner or Owners of each Lot shall designate in writing delivered to the Secretary one member of the Association from among such Owner or Owners of such Lot, or a member of the immediate family of such Owner or Owners, or an officer, director, manager or partner in the case of a member that is a legal entity, and such designated member shall represent the Owner or Owners of such Lot in connection with the activities of the Association and exercise the voting rights thereof. Such designation shall be valid until revoked in writing delivered to the Secretary or until such Owner sells his Lot whichever event shall first occur. If an Owner or Owners fail to make such designation, the Association may make such designation from among the Owners or the Owner(s) qualified representatives. Notice to the designated representative shall constitute notice to all Owner(s). No Owner shall be required to pay any consideration whatsoever for membership.

Section 4. Suspension of Membership and Voting Rights. During any period in which an Owner or Owners of a Lot shall be in default of the payment of any annual or special Assessment levied by the Association, the voting rights of the member designated by such Owner(s) and the right of such Owner(s) or the tenants who reside in such Owner's Lot to use and enjoy the Common Property may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the Common Property as published from time to time by the Board of Directors. Such rules shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. In the event copies are not available from the Register of Deeds free of charge, they shall be furnished to any Owner on request. Notwithstanding the foregoing to the contrary, access, ingress, and egress by the Owner (including its tenants, invitees, and guests) to the Lot shall not be prevented or prohibited by the Board of Directors in the event of non-payment of Assessments or violation of the rules and regulations by the Owner.

Section 5. Applicability. These By-Laws are established pursuant to the Covenants and are applicable to the Lots, Common Property and Association; and are binding on all Owners, their tenants, guests and invitees, and any other person doing business in or occupying a Lot. Each and every person who accepts a deed to, a lease of, or who occupies any Lot thereby, consents to be bound by the provisions of these By-Laws.

ARTICLE II DEFINITIONS

Section 1. Definitions. The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as those in the recorded Declaration, as amended. In the event of any conflict between the Covenants and these By-laws, the Covenants shall prevail.

ARTICLE III PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Delegation of Property Rights. Each member of the Association shall be entitled to the use and enjoyment of the Common Property as provided in the Covenants. Any member may assign his rights of enjoyment and use of the Common Property to his lessees or to his guests. Such member shall notify the Secretary of the Association in writing of the name of any such assignees. The rights and privileges of such assignees are subject to suspension to the same extent as those of the member.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Association shall be held in Beaufort County, South Carolina at such suitable place convenient to the members as may be designated by the Board of Directors of the Association.

Section 2. Annual Meeting. A regular annual meeting of the members shall be held on the third Saturday in May in each calendar year in Beaufort County, South Carolina at a place designated by the Board of Directors, unless otherwise provided by the members at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the Association may be called at any time by the President, by resolution of the Board of Directors, or upon the receipt of the Secretary of a petition signed by members as provided under the S.C. Nonprofit Corporation Act. The call of a special meeting shall be by notice stating the date, time, place, purpose, and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at the last address of such member furnished to the Secretary at least ten (10) days but not more than thirty (30) days prior to such meeting. Attendance of a member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to the designated member or any one tenant in common, joint tenant or tenant by the entirety shall be deemed notice to all such Owners. For purposes of these By-Laws, mailing of notice may be made via email or regular U.S. Mail, to any email or physical address provided to the Association by an Owner or its designated representative. In the event no email or physical address has been provided, the Association may mail notice to the property address, in the case of any Lot improved with a dwelling, or to the address on file with the County taxing authority for the mailing of property taxes. Unless otherwise specified by the Board of Directors, the record date for determining members entitled to Notice shall be three (3) business days prior to the mailing thereof. Notice sent via email will be deemed delivered as of the date sent. Notice mailed via U.S. Mail will be deemed delivered within five (5) business days of mailing.

Section 5. Order of Business. Unless a different order is specified by the Board of Directors, the order of business at each annual meeting shall be as follows:

- a. Roll call
- b. Proof of notice or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees, if any
- f. Election of Directors
- g. Unfinished Business
- h. New Business

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of members holding not less than fifty (50%) percent of the total vote of the Association; *provided, however*, that if the required quorum is not present at the first meeting, then a second meeting notice may be sent to all Members (within sixty days following the first meeting) and a second meeting held (not less than thirty days nor more than sixty days after the date of said notice), at which second meeting the presence of Members or proxies representing at least one-quarter (25%) of the votes of each class of membership shall constitute a quorum; *provided, further*, that if the required quorum is not present at the second meeting, then a third meeting notice may be sent to all Members (within sixty days following the first meeting) and a third meeting held (not less than thirty days nor more than sixty days after the date of said notice), at which third meeting the presence of Members or proxies representing at least fifteen percent (15.00%) of the votes of each class of membership shall constitute a quorum. No subsequent meetings under this section may be held more than sixty (60) days following the preceding meeting. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally noticed meeting.

Section 7. Voting Rights. Members shall be entitled to one (1) vote for each Lot owned.

Section 8. Proxy. Votes may be cast in person or by proxy. If the Board of Directors provides a written proxy form with the mailing of the Notice, such form shall be the exclusive means by which a proxy may be designated. Proxies must be timely filed with the Secretary in accordance with the deadline and instructions set forth in the Notice or if no deadline is specified, then before the designated time of each meeting.. Any Owner may by his written proxy designate an agent to cast his vote. The proxy shall be deemed to cover the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable at will unless otherwise stated. No proxy can be honored until delivered to the Secretary of the Association as herein provided.

Section 9. Majority Vote. Acts authorized, approved, or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be acts of the Association, except where a higher percentage vote is required by these By-Laws, the Covenants, or by Law, and shall be binding for all purposes.

Section 10. Actions without Meetings. Any action which may be taken at a meeting of the membership may be taken by written or electronic ballot in lieu of a meeting as permitted under the S.C. Nonprofit Corporation Act

ARTICLE V BOARD OF DIRECTORS, NUMBER, POWERS. AND MEETINGS

Section 1. Number. The business and affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"). The Board shall consist of three (3) or more directors elected by the members. Each director shall be at least twenty-one (21) years of age and must be a titled Owner of a Lot or a duly designated representative thereof. Any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

At any annual meeting or special meeting of the Owners, provided notice to them has been given properly in advance, the Board may request authorization to expand its membership to five members. In such event the additional seats will be filled by election by the members at that meeting approving expansion of the Board. In the event that the Board is expanded, each board member added shall be for a term of one year, it being the intention that the expanded board be staggered in nature.

Section 2. Powers and Duties. The Board of Directors shall direct the affairs of the Association and, subject to any restrictions imposed by law, by the Covenants, or these By-Laws, may exercise all of the powers of the Association. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Covenants, or these By-Laws as it may deem necessary or appropriate in the exercise of its powers including, without limitation, assistance and input to the management company (if any) in charge of the buildings and grounds, the establishment and amendment from time to time of additional regulations governing the use of the Common Property; and the proposing of budgets and reserves to be voted on by the Association. Additionally, the Board of Directors may require that all employees of the Association handling and responsible for Association funds furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Section 3. Management. Management of the building and grounds may be conducted by a licensed property management company. Compensation paid to the management company will be based upon competitive rates charged by the other area management companies performing the same type of services. Duties of the management company shall include those deemed appropriate by the Board, and may include the care, upkeep, and surveillance of the Property and Common Property. Its duties may further include the employment and dismissal of personnel necessary for managing the Association and its Property.

Section 4. Election and Term of Office. Board members shall be elected to staggered terms (1, 2, 3 years) by majority vote of the Owners. All Board members must be Owners and elected at the annual meeting. At each annual meeting any vacancy shall be filled by electing a director to serve a term of one (1) year, two (2) years, or three (3) years, as may be necessary.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person elected shall be a director until a successor is elected at the next annual meeting of the Association. Vacancies caused by the removal shall be filled by vote of the Association at the same meeting at which a director or directors were removed.

Section 6. Removal of Directors.

(a) Any Director(s) elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

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

(d) In the event of the death, resignation, or removal of a Director, a successor shall be selected by the Declarant, if that Director was appointed by the Declarant, or by majority vote of the remaining Directors, if elected by the Members and shall serve for the unexpired term of his predecessor.

Section 7. Regular Meetings. Meetings of the Board of Directors shall be held on such dates and at such time and place, but not less frequently than annually, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each director, personally, or by mail, telephone, facsimile, or e-mail at least three (3) days prior to the date of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the directors provided that a majority of the entire Board is present at such meeting. Should any such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association on three (3) days' notice to each director, given personally, or by mail, telephone, facsimile, or e-mail, which notice shall state the date, time, place (as hereinabove provided) and purpose of the Meeting. Special meetings of the Board of Directors shall be called by the President or Secretary of the Association in like manner and on like notice upon the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may in writing waive notice of such meetings and such waiver shall be deemed equivalent to the giving and receiving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the date, time, and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the qualified directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present

shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present, which means the remaining director so long as the Board consists of only three, may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 11. Compensation. No director shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly to a director; provided, however, a director may be reimbursed for the expenses incurred by him in the performance of his duties. No travel expenses shall be reimbursed to any director.

Section 12. Action by Board Without a Meeting. The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 13. Liability of Directors. To the extent permitted by the laws of the State of South Carolina made and provided, no Director shall be liable to any Owner for injury or damage caused by such Director in the performance of his duties unless due to the willful misfeasance or malfeasance of such Director. Furthermore, each Director shall be indemnified by the Association against all liabilities and expense, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a director of the Association at the time such expenses and/or liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Such indemnity shall be subject to the approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VI OFFICERS

Section 1. Number and Election. The officers shall be elected annually by and from the Board of Directors, which shall include a President (who shall also be Chairman of the Board), a Secretary, and a Treasurer. The Office of the President, Secretary, and Treasurer may be filled by the same person. The Directors may also elect from time to time such other officers as in their judgment may be needed, which officers need not be directors.

Section 2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the Board. A vacancy in any office may be filled by the Board at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows:

(a) *President.* The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Association, shall see that the orders and resolutions of the Board are carried out, shall appoint such committees consisting of members of the Association as in his opinion are necessary, shall co-sign with the Treasurer all promissory notes and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all general powers and duties which are incident to the office of president of a corporation organized under the laws of the State of

South Carolina made and provided and control and management of the Association in accordance with such laws and these By-Laws.

(b) *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; keep appropriate current records showing the members of the Association together with their address and designating those members entitled to vote; keep custody of and attest the seal of the Association; and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a corporation organized under the laws of the State of South Carolina made and provided.

(c) *Treasurer.* The Treasurer shall be responsible for the funds of the Association unless the managing company collects and disburses funds. The Treasurer shall co-sign with the President all promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Board of Directors or incident to the office of Treasurer under the laws of the State of South Carolina made and provided.

Section 4. Compensation. No director or officer shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly to a director or officer; provided, however, a director or officer may be reimbursed for reasonable expenses incurred by him in the performance of his duties. No travel expenses shall be reimbursed to any director or officer. This Section does not preclude compensation to any management company or reimbursement to that company.

Section 5. Liability of Officers. To the extent permitted by the laws of the State of South Carolina made and provided, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceedings to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association at the times such expenses and/or liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VII OBLIGATIONS OF THE OWNERS

Section 1. Assessments for Common Expenses. Subject to the Covenants, all Owners shall be obligated to pay the periodic assessments (such time periods as specified by the Board) imposed by the Association to meet all Association Common Expenses, which shall include, among other things, liability insurance policy premiums, the property owner's assessments due under the Covenants, and may include insurance policy premium to cover repair and reconstruction work in case of hurricane, fire, earthquake, and other hazards. The Common Expenses shall include all such amounts described in the Covenants and may also include such amounts as the Board may deem proper for the operation and maintenance of the Property and any authorized additions thereto. Such may include, without limitation, any amount for general working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year(s). No less than thirty (30) days prior to the Annual Meeting, the Board shall furnish all Owners with a copy of the budget for the next fiscal year and shall likewise advise them of the amount of the Assessments payable by each of them, respectively, as determined by the Board as aforesaid. Payment of the periodic assessment shall be in equal monthly, quarterly, or

annual (as determined by the Board) installments on or before the first day of each month , quarter, or year, as appropriate, or in such other reasonable manner as the Board shall designate.

The transfer of ownership of an individual Lot within the Association shall carry with it the proportionate equity of that Lot's ownership in the Association escrow or reserve account set aside to provide a contingency fund for the maintenance and repair of the Association Property.

Special assessments for nonrecurring maintenance, replacement, and repair of the Common Property can be imposed upon approval of a majority of the Board. Any special assessment in excess of \$150,000.00 in any calendar year must be approved by a majority vote of the Owners as described in Article IV, Section 9 of these By-Laws.

Section 2. Assessments to Remain in Effect Until New Assessments Made. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Covenants and By-Laws or a release of any Owner from the obligation to pay the assessments, or an installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective upon unanimous written consent of the Owners and their mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Property or by abandonment of his Lot.

Section 3. Records. The Manager or Board of Directors shall keep detailed records of the receipts and expenditures affecting the Common Property and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner during reasonable business hours.

Section 4. Default in Payment of Assessments. The Board shall take prompt action to collect any Assessment due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default by any Owner in paying to the Board the Assessments as determined by the Board, such Owner shall be obligated to pay a late charge not to exceed the lesser of the maximum rate permitted under South Carolina and federal laws or eighteen percent (18%) per annum of the delinquent amount per month on such unpaid Assessment from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid Assessments, any other monies due or enforce any term or provision of the Covenants or these By-laws. The Board shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Owner, or by foreclosure of the lien on such Lot. Such delinquency, together with all authorized charges shall be a continuing lien on the Lot.

Section 5. Statement of Assessments. The Board shall, for a reasonable fee not to exceed One Hundred Dollars (\$100.00), promptly provide any purchaser, Owner, encumbrances, or prospective encumbrances of a Lot so requesting the same in writing with a written statement of all unpaid Assessments due from the Owner of that Lot and the purchaser's liability therefore shall be limited to the amount as set forth in the statement. Any encumbrances holding a lien on a Lot may pay any unpaid Assessments payable with respect to such Lot and upon such payment such encumbrances shall have a lien on such Lot for the amounts paid of the same rank as the lien of his encumbrance.

Section 6. Maintenance and Repair.

- (a) All maintenance of and repair to any improvements on a Lot, whether structural or non-

structural, ordinary or extraordinary, other than maintenance of and repair to any Common Property adjacent and appurtenant thereto, and not necessitated by the misuse or neglect of the Owner or Owners of another Lot, shall be made by the Owner or Owners thereof, and such Owner or Owners shall keep the same in good condition and repair. Each Owner shall be responsible for any and all damage to any and all other Lots and to the Common Property caused by his failure to do so. Each Owner shall have the responsibility of maintaining all outside Lot lights controlled from within his individual Lot and keeping them in good repair. Any screens attached to the Lot shall likewise be the maintenance responsibility of the individual Owners. If said repairs are not made within a reasonable time after notification to the Owner from the Association or its agent, the Association shall complete the repairs and bill the Owner and the costs thereof shall bear interest at a rate of Eighteen (18%) percent per annum and together with such reasonable attorneys' fees as may be incurred in conjunction with such enforcement or remediation, shall constitute a lien on the Lot and shall be collected in the same manner as other assessments

(b) All maintenance, repairs, and replacements to the Common Property, whether located inside or outside of the Lots shall be made by the Association, or at its direction by a third party hired by the Association and shall be charged to the members thereof as a Common Expense, unless necessitated by the negligence, misuse, or neglect of the Owner or Owners of a Lot, in which case the cost shall be borne by the Owner or Owners of such Lot.

Section 7. Right of Entry. Each and every Owner by accepting a deed to a Lot thereby grants to the managing agent or such other person designated by the Board of Directors, in the event that fire or some similar emergency is, in the opinion of such agent or designated person, threatening the improvements on said Lot, the right to enter the same regardless of whether such Owner is present at such time.

Section 8. Rules and Regulations/Fining for Violations. All Owners, their guests, invitees, and tenants shall at all times observe the published rules and regulations which may be established from time to time by the Board of Directors. Violations thereof may be subject to such fines as the Board of Directors may establish not to exceed \$1,500.00 for any one violation, provided that no fine may be imposed unless an Owner is provided with written notice in the same manner as notice of meetings. Such notice shall set forth a) the nature of the violation, b) a reasonable time to cure same where appropriate or a statement that if the violation is repeated within a twelve (12) month period a fine will be imposed, c) the amount of the fine to be imposed if the violation is not cured or if it is repeated, d) and advising the Owner that unless the violation is timely cured or an appeal requested in writing within ten (10) days of the date of the notice, such violation will be deemed admitted and the appropriate fine shall issue without further notice or demand.

ARTICLE VIII INSURANCE

The Board of Directors shall be required to obtain and maintain, as set forth below, in forms and amounts as hereinafter prescribed and which are also satisfactory to any mortgagee holding mortgages on three or more Lots, the following insurance, without prejudice of the right of the Owners to obtain additional individual insurance at their own expense for their Lots or the improvements on said Lots:

Section 1. Public Liability Insurance. The Board of Directors shall obtain comprehensive public liability insurance with limits and provisions as it deems desirable and as may be obtainable. All such policies shall contain severability of interest clauses or endorsements extending coverage to liabilities of the Association to an individual Lot Owner and to liabilities of one Lot Owner to another Lot Owner. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00).

Section 2. Workmen's Compensation Insurance. The Board of Directors, as necessary, shall obtain Workmen's Compensation Insurance to meet the requirements of law, if it has any employees.

Section 3. Premiums. All premiums upon insurance policies purchased by the Board of Directors shall be assessed as Common Expenses to be paid by the Lot Owners through periodic assessment as herein provided.

Section 4. Adjustment. Each Lot Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, subject to the rights of mortgagees of such Lot Owners.

Section 5. Insurance by Lot Owners. Each Lot Owner shall be responsible for obtaining, at his sole expense, insurance covering the personal property, improvements, wall coverings, decorations, and furnishings within his own Lot and the additions and improvements made by him to the Lot. Each Lot Owner shall also be responsible for obtaining, at his own expense, insurance covering his liability for the safety of the premises within his Lot. All such insurance policies shall include, however, provisions waiving (i) any right of the insurer to subrogation claims against the Association and against individual Lot Owners, as well as their agents, servants, employees, and guests; and (ii) any right of the insurer to contribution or proration because of the master hazard policy.

As set forth in Section 5.04 of the Covenants, the Owner is responsible for any damage to the improvements to his Lot or improvements on another Lot caused by his negligent action or inaction. If a claim is made against the Association's policy as a result of such negligence by an Owner, then the Board may make a determination to assess any non-reimbursable expenses, such as the deductible, attorney's fees, and the like, against the responsible Owner, and such assessment shall be collectible just as any other assessment described in Article VII.

Section 6. Distinction on Owner's Coverage and Association's Coverage. As reflected above, both the Association and the Owner have certain insurer's responsibilities. The Board shall have the discretion to balance competing interests of said insurers, should such an occasion arise. Each Owner shall, upon request, provide to the Board or its Agent, the name and address of his insurer.

Section 7. Substitution of Insurance Trustee. The Board of Directors, in its discretion, may decline to serve as Insurance Trustee and may appoint in its place any financial institution which is qualified and willing to act as Trustee and which also has offices in Beaufort County, South Carolina. Any substitute Insurance Trustee appointed by the Board of Directors shall succeed to all of the powers and responsibilities vested in the Board as Insurance Trustee .

ARTICLE IX RECONSTRUCTION AND REPAIR

In the event of casualty loss or damage to the Common Property, the Board of Directors shall be responsible for applying the proceeds of all casualty insurance to the repair or reconstruction of the Common Property in accordance with the provisions of this ARTICLE IX. Reconstruction or repair shall be mandatory, unless the Board of Directors determines that such reconstruction or repair is not in the best interest of the Association and the Owners, at a special meeting called for such purpose, elect by a majority vote, not to undertake such repairs. The Common Property shall be reconstructed or repaired as follows:

(1) Any reconstruction or repair must follow substantially the original plans and specifications of the Property unless the Owners, by majority vote, elect to adopt different plans and specifications . Notwithstanding the foregoing, the Board of Directors may deviate from the original plans

and specifications a) upon the recommendation of its contractor, engineer, or architect; b) when applicable codes warrant such changes or c) when the original materials are not longer available or when newer materials provide a better alternative to the original materials.

(2) The Board of Directors shall promptly obtain estimates of the cost required to restore the damaged property to its condition before the casualty occurred. Such costs may include such professional fees and premiums for bids as the Board of Directors deems necessary.

(3) If the insurance proceeds paid to the Board are insufficient to cover the cost of reconstruction, the Association may use funds out of its reserve or replacement accounts, and, if still not sufficient, then the Association shall levy and collect an assessment against all Owners in an amount which shall provide the funds required to pay for the repair, replacement, or reconstruction.

(4) The insurance proceeds received by the Board of Directors and the mortgagees, and any special assessments collected to cover a deficiency in insurance shall constitute a construction fund from which the Board of Directors and the mortgagees, shall disburse payment of the costs of reconstruction and repair. The first disbursements from the construction fund shall be insurance proceeds; and if there is a balance in the fund after payment of all costs of reconstruction and repair, it shall be distributed to the Lot Owners who paid special assessments in proportion to their payments. Any balance remaining after such distribution shall be retained by the Association.

ARTICLE X INSURANCE TRUST

In the event of casualty loss to the Property, all insurance proceeds indemnifying the loss or damage shall be paid to the Board of Directors as Insurance Trustee. The Board of Directors, acting as Insurance Trustee, shall receive and hold all insurance proceeds in trust for the purposes stated in this ARTICLE X, and for the benefit of the Association, the Lot Owners, and their respective mortgagees in the following share. Said proceeds shall be used to repair or reconstruct any and all damage due to said casualty loss.

ARTICLE XI BOOKS AND RECORDS

Section 1. Inspection. The books, records and papers of the Association shall be maintained at the offices of the Association or its property management agent (if any). Such records shall be made available to Owners for inspection and copying by appointment during reasonable business hours in accordance with the S.C. Nonprofit Corporation Act. The Association may charge a reasonable fee for any copies requested. If a fee is not established, the cost thereof shall be equal to that charged by the Beaufort County Clerk of Court for copies. . The Covenants, By-Laws, and any Rules and Regulations of the Association shall be recorded in the Office of the Register of Deeds for Beaufort County, South Carolina where they are available on-line for inspection and printing. Copies may also be purchased for a reasonable fee from the Association upon written request.

ARTICLE XII AMENDMENTS - CONFLICTS

Section 1. By-Laws. These By-Laws may be amended by an affirmative vote of not less than seventy-five (75%) percent of the members in attendance, in person or by proxy, at a duly constituted meeting for such purposes, in strict accordance with the recorded Covenants to which they are attached, and Laws of the State of South Carolina made and provided. Said amendments shall be set forth in amended

Covenants and duly recorded. Each and every Owner of a Lot by accepting a deed thereof thereby agrees to be bound by and benefit from any such amendment hereto.

Section 2. Conflicts. In the event of any conflict between the provisions of the Covenants and the provisions of these By-Laws, the Provisions of the Covenants shall control.

WITNESS the execution hereof by the duly authorized officers of the Association this ____ day of January, 2024.

WITNESSES:

DECLARANT APPOINTED TRANSITION COMMITTEE FOR RETREAT AT GRANDE OAKS HOA, INC.:

By: _____
Name: _____
Title: Transition Committee Member

By: _____
Name: _____
Title: Transition Committee Member

By: _____
Name: _____
Title: Transition Committee Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that _____, _____, and _____ being all of the members of the Declarant appointed Transition Committee for the Retreat at Grande Oaks HOA, Inc., personally appeared before me, and having satisfactorily proven to be the person(s) whose name(s) are subscribed above, have acknowledged the due execution of the within By-Laws.

Witness my official seal this ____ day of January, 2024.

_____(L.S.)

Print
Name: _____
Notary Public for South Carolina
My commission expires: _____

WITNESSES:

DREAMFINDERS HOMES, INC., as Declarant

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that _____, as _____ of Dreamfinders Homes, Inc., personally appeared before me, and having satisfactorily proven to be the person(s) whose name(s) are subscribed above, have acknowledged the due execution of the within By-Laws.

By: _____
Name: _____
Title: _____

Witness my official seal this _____ day of January, 2024.

_____(L.S.)

Print
Name: _____
Notary Public for South Carolina
My commission expires:_____