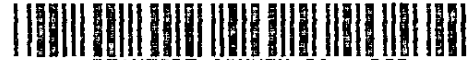


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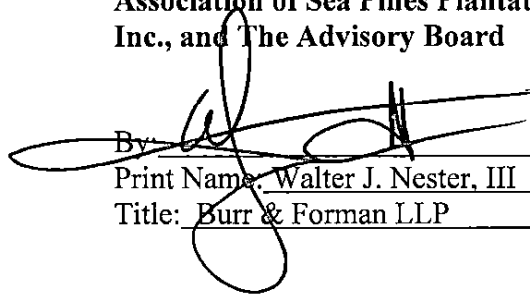
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Burr & Forman LLP
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928
(843) 785-2171

STATE OF SOUTH CAROLINA)
) AFFIDAVIT TO RECORD
COUNTY OF BEAUFORT)

RE: **Amended and Restated By-Laws - Association of Sea Pines Plantation Property Owners, Inc., and The Advisory Board**

The attached document is being recorded to comply with South Carolina Homeowners Association Act, Section 27-30-110, et. seq., of the South Carolina Code of Laws 1976, as amended.

Association of Sea Pines Plantation Property Owners, Inc., and The Advisory Board

By: 

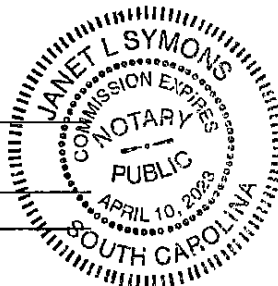
Print Name: Walter J. Nester, III

Title: Burr & Forman LLP

SWORN TO BEFORE ME THIS
8th day of January, 2020

Janet L. Symons

Notary Public for South Carolina
Print Name: Janet L. Symons
My Commission Expires: April 10, 2023



**ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC.,
AND THE ADVISORY BOARD**

A South Carolina Nonprofit Corporation

AMENDED AND RESTATED BY-LAWS

**Article I
Name and Location**

Section 1.1. The name of the corporation is ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC. AND THE ADVISORY BOARD, (hereinafter referred to as "ASPPPO"). The principal office of the corporation shall be located in Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina.

**Article II
Definitions**

Section 2.1. "Board" shall mean the Board of Directors of ASPPPO.

Section 2.2. "CSA" shall mean Community Services Associates, Inc., a South Carolina not for profit corporation formed in part for the purpose of assuming Sea Pines Plantation Company, Inc.'s responsibilities for maintaining Sea Pines Plantation, its successors and assigns and to enhance the value of all properties in Sea Pines.

Section 2.3. "Declaration" shall mean the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc., dated September 7, 1974, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 224 at Page 1036 as amended from time to time.

Section 2.4. "Owner" shall mean the owner as shown in the real estate records in the Office of the Register of Deeds for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot (as defined in the Declaration) or Family Dwelling Unit (as defined in the Declaration) and situated in Sea Pines Plantation, other than the Resort.

Section 2.5. "Director" shall mean those persons serving as members of the ASPPPO Board as set forth in Article VI herein.

Section 2.6. "Member" shall mean all those Owners who are Members of ASPPPO as provided in Article IV of these By-Laws.

Section 2.7. "Resort" shall mean Sea Pines Resort, LLC, a Virginia Limited Liability Company authorized to conduct business in South Carolina, and its successors and assigns.

Article III

Purpose

Section 3.1. The basic purpose of ASPPPO shall be to provide a forum for and promote the common good and general welfare of Owners and to represent Owners in all matters in pursuit of these objectives. To accomplish this purpose, ASPPPO will:

- a. Provide a forum for discussion of problems of mutual interest to Owners and thus encourage the formulation and advancement of ideas and projects which will inure to the general benefit of Owners;
- b. Provide and fulfill the functions designated to the Advisory Board in the Declaration;
- c. Provide a channel of communication with the Resort and other commercial entities within Sea Pines Plantation;
- d. Provide a vehicle for expressing opinions and objectives to the Town of Hilton Head Island and other public authorities;
- e. Cooperate with other property owners and civic associations in common goals;
- f. Ensure compliance with all terms and conditions imposed by all agreements, covenants, modifications, revisions, court orders and other documents which affect properties within Sea Pines Plantation, including, but not limited to, the Agreement of June 17, 1974, and the Declaration, the Settlement Agreement dated February 8, 1984, between the Association of Sea Pines Plantation Property Owners, Inc. and Edward J. Kusel, and the Sea Pines Plantation Company (the "Settlement Agreement"); the Memorandum of Agreement between the Association of Sea Pines Plantation Property Owners, Inc. and the Sea Pines Plantation Company dated February 8, 1984 (the "Memorandum of Agreement"); the restated covenants dated February 8, 1984 (the "Restated Covenants") and any and all other agreements, covenants, modifications, revisions, stipulations, court orders, and documents that supplement the Settlement Agreement, Memorandum of Agreement and/or Restated Covenants that affect the properties within the Sea Pines Plantation;
- g. Advise CSA in matters relating to private road maintenance, roadside landscaping, insect control, security and other community services.

Section 3.2. Mergers and Consolidations shall be in accordance with South Carolina Nonprofit Corporation Act.

Article IV

Membership

Section 4.1. Eligibility for Membership. Upon application and payment of the applicable dues, any Owner shall become a Member.

In cases of multiple Owners (i.e., trusts, fiduciaries, corporations, partnerships, tenants in common, joint-tenants, or any other manner of joint or common ownership), such Owners shall select one representative to serve and act as the Member. In the event that with respect to one parcel of property more than one entity seeks to act as the Member, then the Owners of that parcel shall be denied the benefits of membership until the Owners advise the President in writing as to the one individual who will act as the representative of the Owners.

Further, the individual Owner of any property may designate another member of his/her immediate family to act and serve as the Member. For example, where an Owner of a property is a spouse, s/he may name one of his/her children or his/her spouse to act or serve as the Member.

An Owner who owns more than one lot in Sea Pines Plantation shall qualify for only one membership in ASPPPO.

Section 4.2. Terms of Membership. Memberships shall expire on December 31 of each year. Any person becoming a Member after November 2 of any year shall continue to be a Member until December 31 of the following year without payment of the next year's dues. Dues are payable by January 1st of each year. Annual renewal bills should be mailed annually not later than November 16.

Section 4.3. Annual Dues. The Board shall establish the dues from year to year. When increasing dues the Board shall not unreasonably or detrimentally affect the membership of ASPPPO.

Article V

Meeting of Members

Section 5.1. Annual Meetings. An Annual Meeting of Members shall be held each year on a date selected by the Board. At the Annual Meeting, Members shall conduct such business as may properly come before the meeting. To the extent practical, the Board shall schedule the Annual Meeting of ASPPPO to occur in sequence with the Annual Meeting of the Members of CSA.

Section 5.2. Special Meetings. Special Meetings of Members may be called by the Board or shall be called by the Secretary on the written petition of fifty (50) Members stating the items of business which such Members desire to submit for consideration.

Section 5.3. Record Date. For the purpose of determining the Members qualified or entitled to receive a ballot and vote in the election of Directors, or qualified or entitled to notice of or to vote at any meeting of Members, or any adjournment thereof, the Board shall fix a date as the record date for such determination of Members. Such date shall be no more than sixty (60) days nor less than thirty (30) days before the date of such meeting or the date ballots are first furnished to Members in an election of Directors. If no record date is fixed by the Board, the record date for such purposes shall be thirty (30) days before the date of such meeting or the mailing of ballots.

Section 5.4. Notice of Meetings. Written notice of any meeting under this Article V shall be given by, or at the direction of, the Secretary by mailing a copy of such notice by first class mail to each Member. Such notice shall be delivered not less than ten (10) days nor more than fifty (50) days before the meeting. Notice of each meeting shall state the place, date and hour of each meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice shall be deemed delivered when deposited in the United States mail with postage prepaid, addressed to the Member at the address as it appears in ASPPPO's records, or if s/he shall have filed with the Secretary of ASPPPO a written request that such notices be mailed to some other address, then directed to the Member at that address.

Section 5.5. Notice by Electronic Methods. Subject to prior approval by the Board, notice of any meeting of the Members may be made by electronic methods if such notice is sent not less than ten (10) or more than fifty (50) days prior to the meeting and includes such information as required by Section 5.4 of these By-Laws, and shall be deemed delivered when entered into an authorized internet service provider addressed to the Members' electronic address as those addresses appear in the records of ASPPPO, or such other electronic address provided to ASPPPO in writing by such Member prior to the record date for such meeting. If notice is furnished to a Member in accordance with this Section, notice need not be furnished to such Member under Section 5.4.

Section 5.6. Quorum. The presence, in person or by proxy, at a meeting of Members entitled to cast twenty (20%) percent of the total vote of the Members shall constitute a quorum for any action.

Section 5.7. Proxy. At all meetings of Members, each Member of ASPPPO may vote and transact business at any meeting of ASPPPO by a proxy authorized in writing. No proxy shall be valid after the date of the meeting of the Members or any adjournment thereof.

Section 5.8. Membership Voting. Each Member present in person or by proxy at the meeting shall be entitled to cast one vote on any matter submitted to the Members. In the event of a tie vote, voting shall continue until the tie is broken.

Section 5.9. Action of Members. Except as otherwise specifically required by these By-Laws or applicable law, any action requiring Members' approval shall be effective if approved by a majority vote of those Members present and voting in person or by proxy.

Section 5.10. Technology. The Board may adopt new technologies for actions stipulated in Article V provided they are permissible under the South Carolina Nonprofit Corporation Act and that they in no way compromise the protections and rights contained herein.

Article VI

Board of Directors: Selection, Term of Office

Section 6.1. Number and Election. ASPPPO shall be governed by a Board of Directors, whose members must be a Member. The Board shall consist of nine (9) elected Members. No Director shall serve more than two (2) consecutive terms, which shall not include any portion of any unexpired term to which a Director may be or have been appointed, prior to his/her election to any full term. Two joint Owners of a given property may not both serve as Board members. The election of a Director shall occur by balloting to be held in accordance with the provision of section 7.3 herein.

Section 6.2. Term of Office. The term of each Director shall be three (3) years. Newly elected Directors shall take office at the first meeting of the Board following their election.

Section 6.3. Vacancy. In filling any vacancy, which may occur at any time, the Board by a majority vote shall elect a new Director who shall serve for the remaining portion of the term of the vacating Director, provided the Board may, but need not, fill any vacancy where there are 3

months or less remaining in the vacant term. In filling a vacancy of two or more years the Board shall select the person who received the highest vote total in the last election of Directors of those candidates who were not elected, provided such person received at least ten percent (10%) of the total votes cast and is still qualified and willing to serve.

Section 6.4. Absences from Meetings. The absence of a Director from three (3) consecutive regularly scheduled Board meetings, will cause the term of office of that Director to automatically expire, unless there are extenuating circumstances that are communicated to and excused by the Board.

Section 6.5. Resignation. Any Director may resign at any time by giving written notice to the President or to the Secretary.

Section 6.6. Removal. Any Director may be removed from the Board by a majority vote of the Members of ASPPPO voting at a meeting called to vote on such removal.

Section 6.7. Compensation. No Director shall receive compensation for any service s/he may render to ASPPPO. However, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties. Amounts in excess of five hundred dollars (\$500.00) must have approval of the President for all such expenditures made by persons other than the President, and by the Vice-President for such expenditures made by the President. ASPPPO shall not enter into any contract or business relationship for compensation with a former Director within three (3) years of the Director leaving office.

Section 6.8. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the unanimous written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 6.9. Giving Notice. Any notice required by statute or by these By-Laws to be given to the Directors, shall be deemed to be sufficient if given personally or by mail, telephone, or electronically at or to the address or phone number most recently furnished by that Director to the Secretary. A mailed notice shall be given by depositing the same in a post office box, in a sealed, pre-paid envelope addressed to such Director at his last known address. A mailed or electronically given notice shall be deemed to have been given at the date of such mailing or when entered into authorized internet service provider. A notice given personally or by telephone shall be deemed given, at the time made.

Article VII

Nomination and Election of Directors

Section 7.1. Nominating Committee. Nominations for election to the Board shall be made by the Nominating Committee. The Nominating Committee shall consist of at least three, but not more than five, members appointed by the Board, prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The appointment shall be announced at each annual meeting. At least one of the members of the committee shall be a Director and committee members may not be considered for nomination themselves. The

Nominating Committee shall make as many nominations as it shall in its discretion determine, but shall not nominate fewer than the number of vacancies to be filled. Such nominations shall be only from those Members who are Owners, spouses of Owners, a beneficiary of a trust that is an Owner, or an owner of an interest in an entity that is an Owner. The list of nominees must be available at the principal office of ASPPPO or by a posting on a website for review by all Members on or before August 31st prior to the election. In addition, the Members must be informed by a posting on such website at that time of their right to nominate candidates by petition as set forth below.

Section 7.2. Nomination by Petition. A candidate may be nominated by a Member if: (i) the nomination is supported by a petition naming the person to be nominated who must be an Owner, spouse of an Owner, a beneficiary of a trust that is an Owner, or an owner of an interest in an entity that is an Owner; (ii) the petition bears the names, original written signatures, phone numbers and addresses of at least fifty (50) Members; (iii) the petitioner establishes that the candidate is eligible to be a Director and is ready, willing and able to serve; and (iv) the petition reaches the Nominating Committee by October 1 prior to the election. Proposed candidates shall be responsible for the integrity of their petitions. Petitions may be audited for compliance with petition requirements. Petitions without valid ASPPPO Member original signatures may be ruled invalid and may be disqualified by a two-thirds vote of the Board.

Section 7.3. Election. The names of the nominees shall appear on the ballot and the nominees shall be identified as to how they were nominated. Position on the ballot shall be by random selection overseen by the Nominating Committee. Election to the Board shall be by secret ballot, either written or cast electronically. The ballots shall be provided between November 1 and December 1 to all Members as of the record date. The ballots shall be returned by a date selected by the Board which date shall be no later than December 31. Electronic ballots shall be deemed cast on the date of transmission and mailed ballots shall be deemed cast on the date postmarked, provided that any ballot received more than 10 business days after return date selected by the Board shall be deemed late and shall not be counted. Each Member shall have a number of votes equal to the number of Directors to be elected and there shall be no cumulative voting. The nominees receiving the largest number of votes cast shall be elected to the vacancies to be filled.

In the event of a major community disruption such as a named hurricane or similar event, the Board may delay the voting and eligibility schedule so that Members have a reasonable time within which to cast their ballots. Such change in timing must be approved by a two thirds vote of the Board.

Article VIII **Meetings of the Board**

Section 8.1. Regular Meetings. Regular meetings of the Board shall be held at least quarterly upon reasonable notice to Directors, at such place and hour as may be fixed from time to time by resolution of the Board. All meeting notices shall be posted publicly including the Sea Pines website.

Section 8.2. Special Meetings. Special meetings of the Board shall be held when called by the President of ASPPPO, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 8.3. Quorum. A majority of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board unless a greater vote is required by these By-Laws or statute.

Section 8.4. Place of Meetings. Meetings of the Board shall be held on Hilton Head Island, South Carolina or, in the case of extenuating circumstances, at such other place as the Board may determine.

Section 8.5. Attending Meetings by Electronic Means. Directors may participate in a regular or special meeting via telephone, video conference or other voice or video communication service so long as all Directors participating may hear each other simultaneously during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Article IX **Powers and Duties of the Board of Directors**

Section 9.1. Powers and Duties of the Directors. The Board shall have the power and duty to:

- a. Adopt and publish rules and regulations governing the use of any property owned by ASPPPO;
- b. Exercise for ASPPPO all powers, duties and authority vested in or delegated to ASPPPO and not reserved to Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- c. Maintain Bank and other Financial accounts to provide services to Members;
- d. Secure, at ASPPPO expense, Officers and Directors Liability Insurance as deemed advisable and reasonably obtainable;
- e. Employ such employees and independent contractors as the Board deems necessary and to prescribe their duties;
- f. Cause to be kept a complete record of all acts and corporate affairs;
- g. Supervise all independent contractors, agents, Officers and employees of ASPPPO to see that their duties are properly performed;
- h. Procure and maintain appropriate hazard and liability insurance;
- i. Review and amend as appropriate annual budgets proposed by the Treasurer;
- j. Require all Directors to execute and post on the website the approved Conflict of Interest and Confidentiality agreements;
- k. Cause ASPPPO to act as a proper party to institute any legal proceeding at law or in equity to seek enforcement of all Covenants and Agreements as the representative of the Owners;
- l. Cause ASPPPO to act as guardian of the Agreement that limits the number of hotel rooms that can be built in Sea Pines Plantation (The 1984 Hotel or Settlement Agreement);

- m. Represent the rights and interests of Owners by monitoring the CSA budget to ensure it operates in the interest of Owners;
- n. Appoint members to the Architectural Review Board;
- o. Advise concerning access to Sea Pines including gate entry fees, traffic control, configuration and related matters for Gate Policy;
- p. Cause current financial statements to be posted on the Sea Pines website.

Article X
Officers of ASPPPO

Section 10.1. Enumeration of Officers. The Officers shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be Directors.

Section 10.2. Election of Officers. The Officers of the association shall be elected annually at the first meeting of the Board held in January of each year. Each Officer shall hold office until a successor shall have been duly elected and shall have qualified or until the Officer's death, resignation or removal.

Section 10.3. Resignation and Removal as an Officer. Any Officer may be removed as an Officer by a vote of two-thirds of the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. This section applies only to a Director as an Officer. Removal from the Board is stated in Article 6.6.

Section 10.4. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to fill such vacancy shall serve for the remainder of the term of the Officer s/he replaces.

Section 10.5. Multiple Offices. No person shall simultaneously hold more than one office.

Article XI
Duties of Officers

Section 11.1. President. The President shall be the chief executive officer of ASPPPO.

The President shall:

- a. Be responsible for the implementation of all policies established by the Board or by the Members;
- b. Assist the Executive Committee and Finance Committee in annually reviewing and updating a capital budget and preparing an annual operating budget showing the expected receipts and expenditures of ASPPPO, and supervise the business affairs of ASPPPO to assure that funds are expended reasonably;
- c. Be responsible for the maintenance of all the physical properties of ASPPPO, if any;
- d. Regularly report to the Board on the activities of ASPPPO and obtain legal advice regarding relevant Federal, State and local law as to ASPPPO operations;
- e. Oversee the administrative functions of ASPPPO;

- f. Commit to expenditures within the approved budget. Any expenditures in excess of the approved budget shall require Executive Committee approval;
- g. Perform all duties incident to the office of President and perform such other duties as may be prescribed by the Board from time to time;
- h. Act as the duly authorized representative of the Board in all matters in which the Board has not formally designated some other person for that specific purpose;
- i. Recommend qualified individuals for committee membership.

Section 11.2. Vice-President. The Vice-President shall preside at meetings of the Board in the absence of the President. In case the office of the President shall become vacant by death, resignation, or otherwise, or in the case of the absence of the President, or his/her inability to discharge the duties of President, such duties shall, for the time being, devolve upon the Vice-President. The Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 11.3. Treasurer. The Treasurer shall keep, or cause to be kept, accounts of all monies, funds and investment securities owned by ASPPPO and such accounts shall be in the name of ASPPPO. S/he shall cause all receipts to be deposited in such banks or other financial institutions approved by the Board. Any purchase or liquidation/sale of security investments shall require approval by the President of the Board and two signatures for execution, one of which shall be the Treasurer. S/he shall cause operating expenditures of ASPPPO to be disbursed from such financial institutions upon receipt of proper documentation. S/he shall monitor and review all financial activities performed on behalf of ASPPPO under service agreement(s) with CSA or other third parties, and shall report to the Board any unbudgeted or unusual expenditure in excess of \$1,000. S/he shall make ASPPPO's financial records available to any Member at reasonable times at the administration office of ASPPPO. S/he shall cause to be prepared, and shall approve for distribution to the Board, monthly financial statements to include a statement of income and expenditures for the period then ending and a current balance sheet. S/he shall cause to be prepared the annual financial statements of ASPPPO for presentation in conjunction with the Annual Meeting of the Members. S/he shall cause to be prepared, with consultation of the executive committee, an annual budget for approval by the Board. S/he shall cause to be prepared, distributed to Board members, and filed with the IRS ASPPPO's annual Form 990. S/he shall chair the Finance Committee and report the activities of said committee to the Board.

Section 11.4. Secretary. The Secretary shall keep, or cause to be kept, the minutes of all the meetings of the Members and the Board; s/he shall give and receive all notices of ASPPPO; s/he shall maintain a complete list of all Members; and s/he shall sign, together with the President or Vice-President in the name of ASPPPO all contracts authorized by the Board. S/he shall perform such other duties as may be delegated to him or her by the President of the Board.

Article XII **Committees**

Section 12.1. Committees. The Board may provide for such standing and ad hoc committees as it may deem to be advisable or necessary from time to time to carry out the activities of ASPPPO. Each committee shall have a charter approved by the Board which shall outline its purpose,

responsibilities and provide guidelines for its operations. Committees shall keep minutes of their meetings.

Section 12.2. Executive Committee. The Executive Committee shall consist of the President, the Vice President, the Treasurer and the Secretary.

Section 12.3. Operation of Committees.

- The Board may select members of each committee other than the Executive Committee. Each committee shall include at least one currently serving Board member. Committees shall keep minutes of all meetings and report those at each subsequent Board meeting. Selections may be made at any regular or special meeting. All members of the various committees shall be approved annually by the Board;
- The President shall be an ex-officio, non-voting member of all committees;
- The Board may fill any vacancy in the various committees arising from death, resignation, or otherwise. Any person so appointed shall hold office for the unexpired term of the member s/he is replacing;
- Meetings of the various committees shall be held when needed. Meetings of the committees may be held upon three (3) days' notice given either by telephone, electronically or mail at the call of the Chairman of the Committee, the President or at the insistence of two (2) members of the committee;
- Each committee shall have its own chairman, who shall be a member of the Board and appointed by the President and approved by the Board;
- All committees are advisory in nature and may not commit ASPPPO without Board approval.

Article XIII **Books and Records**

Sections 13.1. Documents. The books, records and papers of ASPPPO shall be kept and available for inspection, in conformance with the South Carolina Nonprofit Corporation Act, by Members during normal business hours at the administrative offices of ASPPPO.

Section 13.2. Borrowed Funds. Any borrowed fund documents shall be executed on behalf of ASPPPO by the President and any other ASPPPO Officer but only upon the appropriate resolution and approval of 2/3rds of all the Directors and presented at a meeting open to all Members.

Section 13.3. Independent Audit. The Treasurer shall arrange for an independent audit of ASPPPO's annual financial statements, if requested and approved by a majority of Directors.

Article XIV **General Liability, Indemnification, Insurance and Gender**

Section 14.1. General Liability. No Director, Officer, committee member, or employee of ASPPPO shall contract or incur any debts in behalf of ASPPPO other than in the regular course of his/her employment, or in any other way render it liable unless authorized by the Board and except as otherwise provided herein. No Director, Officer, committee member, or employee of ASPPPO is authorized to promise moral or financial support on behalf of ASPPPO for any

charitable or other purpose without the approval of the Board.

Section 14.2. Indemnification. ASPPPO does hereby indemnify any and all of its Board, Officer and committee members, where any such person was or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, arising out of his/her position as Director, Officer, or committee member in accordance with and to the fullest extent now or hereafter permitted by the laws of the State of South Carolina and provided that such person has not violated governing law. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other rights to which those seeking indemnification otherwise may be entitled. ASPPPO may purchase and maintain insurance on behalf of any such person or persons whether or not ASPPPO would have the power to indemnify him/her against liability under the provision of these By-Laws. Such indemnification shall include all costs of defense, including attorney's fees actually and reasonably incurred by him/her in connection with such action, suit or proceeding if s/he acted in good faith, in compliance with government law and in a manner s/he reasonably believed to be in or not opposed to the best interest of ASPPPO, including amounts paid or incurred in connection with reasonable settlements made with a view of curtailment of costs of litigation and with the approval of a majority of the Board.

Section 14.3. Insurance. ASPPPO may purchase and maintain insurance on behalf of any person who is or was an employee, representative or agent of ASPPPO, or is or was serving at the request of ASPPPO against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not ASPPPO has the power to indemnify him or her against such liability under the laws of South Carolina or any other state.

Article XV **Corporate Seal and Fiscal Year**

Section 15.1. Corporate Seal. The seal of ASPPPO shall be in such form as the Board may from time to time determine. In the event that it is inconvenient to use such a seal at any time, the signature of ASPPPO followed by the word "Seal" enclosed in parentheses shall be deemed the seal of ASPPPO. The seal shall be in the custody of the Secretary.

Section 15.2. Fiscal Year. The fiscal year of ASPPPO shall end on the last day of the month of December unless determined otherwise by the Board.

Article XVI **Amendments**

Section 16.1. Amendments. The By-Laws may be amended by one of the following procedures:

- a. The Board may propose an amendment to these By-Laws setting forth a proposed amendment and the reason for the proposed amendment, which will become effective if approved by majority vote of the Members voting at a duly called Annual or Special Meeting of the Members;
- b. Fifty (50) or more Members may submit to the Secretary a written petition, setting forth a proposed amendment and the reason for such proposed amendment. The Secretary shall then call a Special Meeting of the Members to consider and vote upon the

proposed amendment provided, however, if the petition is filed not more than ninety (90) days nor less than sixty (60) days prior to an Annual Meeting, the proposed amendment shall be considered and voted upon at the Annual Meeting of the Members. The proposed amendment will become effective if approved by a majority vote of the Members voting;

- c. As an alternative to voting at an Annual or a Special Meeting, the Directors may elect to follow the procedure set forth in the South Carolina Nonprofit Corporation Act for Members to take action by written or electronic ballot;
- d. Under a. or b. above, the notice of a meeting to Members at which an amendment to the By-Laws is to be voted upon shall state that the purpose of the meeting is to consider an amendment to the By-Laws and contain, or be accompanied by, a copy of the proposed amendment.

Article XVII **Limitations and Restrictions**

Section 17.1. It is the intention of these By-laws that all funds of ASPPPO shall be used solely for its stated purposes. The following limitations, restrictions, and directives are imposed:

- No loan by ASPPPO shall be made to any individual or entity in which any Director has any direct or indirect interest and there shall be no loan made to or investment in any individual or entity in which any Director has any direct or indirect interest;
- No part of the activities of ASPPPO shall be used to participate in any political campaigns on behalf of any candidate for public office;
- No part of the net earnings of ASPPPO shall inure to the benefit of any private individual but shall always be devoted solely to the purposes set forth herein;
- If dissolution should ever occur, all the assets of ASPPPO shall be distributed to, and only to, a non-profit association for the benefit of Sea Pines Plantation property owners.

Article XVIII **General Provisions**

Section 18.1. The Article headings contained in these By-Laws and are for reference purposes only and shall not affect the meaning or interpretation thereof.

Section 18.2. The normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of these By-Laws, each definition shall be deemed to include and be applicable to both the singular and plural forms of the term, word or phrase so defined, as the context may permit or require.

Section 18.3. Each use of a neuter pronoun shall be deemed to include references to the masculine and feminine variations thereof, and vice versa and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case as the context may permit or require.

Section 18.4. These By-Laws shall be governed by the applicable laws of the State of South Carolina (other than those conflict of law rules that would defer to the substantive laws of another

jurisdiction).

Section 18.5. References in these By-Laws to the provisions of any statute shall be deemed to be references to said provisions as in effect on the date hereof, or if said provisions shall be changed prior to a subsequent time as of which such reference is made, to any similar provisions which shall be in effect at such subsequent time.

Section 18.6. In the event that any term, provision, paragraph or Article of these By-Laws is declared illegal, void or unenforceable, same shall not affect or impair the other terms, provisions, paragraphs or Articles of these By-Laws. The doctrine of severability shall be applied. This statement does not imply the illegality, voidness or unenforceability of any term, provision, paragraph or Article of these By-Laws.

Certification

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of ASSOCIATION OF SEA PINES PLANTATION PROPERTY OWNERS, INC., AND THE ADVISORY BOARD, a nonprofit membership corporation organized under the laws of the State of South Carolina; and

That the foregoing By-Laws constitute the By-Laws of the corporation duly amended and restated as voted by the Members on December 1, 2019.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of the corporation, this 6th day of December, 2019.



Paula Scanlon
Secretary