

**RESTATED BYLAWS  
OF  
REGENCY PARK HOMEOWNERS ASSOCIATION OF COLUMBIA, INC.**

**ARTICLE I  
OFFICES**

The principal office of the Regency Park Homeowners Association (“Association”) shall be located at such place as may be determined by the Board of Directors from time to time.

**ARTICLE II  
PURPOSE**

2.1 In amplification of the purposes for which the Association has been formed, the authority is as follows: To promote, maintain, a community designed for safe, healthful, and harmonious living consistent with the Declaration of Covenants, Conditions, Reservations, Obligations, Grants and Easements Applicable to Regency Park Subdivision and Regency Park Homeowners Association of Columbia (“Declaration”), these Bylaws, Rules and Regulations, Architectural Guidelines, and any other rules, regulations or resolutions.

- (a) To promote the collective and individual property and civic interests of all persons owning property in Regency Park.
- (b) To care for the improvements and maintenance of the common areas, public easements, parking areas, and any other spaces dedicated to community use and other open spaces and other ornamental features of Regency Park, which now exist or which may hereafter be installed or constructed in such community.
- (c) To provide services required under Article V of the Declaration.
- (d) To aid and cooperate with the Members of the Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the members of the Association.
- (e) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Regency Park and their property interests in Regency Park.

- (f) To exercise any all powers that may be necessary to conduct the business of the Association and to affect the purposes of the Association.

**ARTICLE III  
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

3.1 Number & Types. The affairs of the Association shall be managed by a Board of five (5) Directors, as further set out herein. Directors need not be Members of the Association. Notwithstanding the provisions of these Bylaws, at no time shall there be fewer than three (3) Directors. The Association, by the affirmative vote of the holders of a majority of the votes of all Members of the Association, may increase or decrease the number of Directors of the Association, so long as there are never fewer than three (3) Directors at any given point; and provided that at the time any such change in the number of Directors is made, the Members shall have the authority to determine the appropriate terms of the new Directors consistent with the intent of these Bylaws.

3.2 Term of Office. The Directors serving at the time of the adoption of these bylaws shall commence an additional term to begin at the first Annual Meeting after the adoption of these Bylaws. Within 10 days after the first Annual Meeting after the adoption of these Bylaws, the Board of Directors shall meet and shall establish terms for the Directors so as to ensure future staggering of terms by setting terms of one (1) year, two (2) years, and three (3) years and shall publish a resolution setting out such terms to the Membership. Thereafter, a term shall be for 2 years.

3.3 Removal.

- (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.
- (b) Any Director(s) who is a Member and who is not in good standing with the Association, as defined by the Board of Directors, or any Director 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 3.3(c) herein.



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

3.4 Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken with the unanimous written consent of the Directors. The action must be taken upon receipt by the Secretary of one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

4.1 Nomination. Nomination for election to the Board of Directors may be made by a nominating committee or as specified in guidelines set forth by the Board of Directors. The nominating committee, if created, may consist of a chairman and at least two (2) additional Members of the Association. For purposes of any and all annual meetings, where a Nominating Committee is appointed, at least one (1) member of the nominating committee shall be a Director. The nominating committee shall be appointed by the Board of Directors. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition, nominations may be made by members from the floor of any annual meeting or special meeting for which notice of an election was made, or any adjournment thereof. Only members may nominate.

4.2 Election. Unless agreed to otherwise by the affirmative vote of the holders of a majority of the votes of Members present or represented at a duly called meeting of the Members at which a quorum is present, election to the Board of Directors shall be by secret ballot. The term of any Director shall be automatically extended and shall not expire until the annual meeting of the Members at which a successor for that Director is elected. The nominee(s) receiving the largest number of votes shall be elected. If no nominees are nominated pursuant to these Bylaws, at the sole discretion of the Board of Directors, the Director(s) shall be appointed by the current Board of Directors for any vacant term or for the remaining portion thereof.

Cumulative voting (i.e., voting more than one (1) time for any candidate or nominee), is not permitted under any circumstance.

## **ARTICLE V MEETINGS OF DIRECTORS**

5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

5.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board of Directors. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

## **ARTICLE VI POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS**

6.1 Powers. The Board of Directors shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

- (a) Adopt, amend and publish the Architectural Guidelines for the Community and Regulations of the Association governing (i) the Community, Lots, the Area of Extended Lot Owner Responsibility, the Common Area, and the Area of Common Responsibility or any area under a Cost Sharing Agreement, as well as any facilities that may be placed or constructed thereon; (ii) the personal conduct of the Members and their guests or Permittees while within the Property, the Area of Common Responsibility or any area under a Cost Sharing Agreement; and (iii) the establishment Assessments for the infraction thereof;



- (b) Assess fines for infractions of any covenant or restriction contained in the Declarations, the Architectural Guidelines or the Regulations, or any other rule established by the Board of Directors;
- (c) Suspend a Member's voting rights; rights to use any recreational facilities, the Common Area, the Area of Common Responsibility or any area under a Cost Sharing Agreement; and the services provided by the Association, including without limitation architectural review services, during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the Architectural Guidelines, the Regulations or any rules established by a third party or the Developer for an area under a Cost Sharing Agreement;
- (d) Exercise for the Association of all of the powers, duties, and authority vested in, reserved or delegated to the Association, including the authority to create, amend, terminate or execute Cost Sharing Agreements and other agreements related to the Area of Common Responsibility on behalf of the Association, that are not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation of the Association, or the Declaration;
- (e) Declare the office of a Director to be vacant in the event such Director (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so, or (ii) is not in good standing as a Member of the Association, including without limitation failure to pay any Assessments when due;
- (f) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties;
- (g) Levy Assessments and to collect from the Members all Costs of Collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, any rules established by a third party or the Developer for an area under a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility, the Architectural Guidelines, the Declaration, Articles of Incorporation of the Association and/or these Bylaws;

- (h) Grant easements or waivers to or enter into licenses with Lot Owners in the Community with respect to encroachments on the Common Area and other violations of the Declaration, Architectural Guidelines and Regulations and rules established by a third party or the Developer related to any area under a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility; and
- (i) Delegate, in part or in whole, to any employee, agent, Director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these Bylaws or a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility.

Section 6.2 Duties. It shall be the responsibility of the Board of Directors to:

- (a) Comply with the requirements of the Act regarding annual meetings of the Members;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Perform such other duties as required by the Declaration, the Articles of Incorporation of the Association or the Bylaws;
- (d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner(s) personally obligated to pay the same as provided in the Declaration, or both;
- (e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;
- (f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion



and with insurance companies licensed to do business in South Carolina with an A.M. Best rating of AA or better (or an equivalent rating);

- (g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;
- (h) Cause the Common Area to be maintained;
- (i) In addition to any other obligations of the Board of Directors of the Association hereunder, the Board of Directors shall immediately execute any and all documents required by the Developer or the appropriate governing authority or authorities having jurisdiction over such matters or such structures to transfer to the Association (and for the Association to accept the responsibility for) the maintenance of any recreational ponds or for part or all portions of the storm drainage system, which may include, but not be limited to, retention, detention and water quality ponds, dams, drainage pipes and other like structures; and
- (j) Cause the Association to comply with the provisions of any Cost Sharing Agreement or agreement related to the Area of Common Responsibility that may be in effect.

6.3 Requirements: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, Regulations, and any Cost Sharing Agreement or agreement related to the Area of Common Responsibility; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

7.1 Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall be appointed from the then current Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Compensation for the officers and the employees of the Association shall be fixed by the Board of Directors.

7.2 Appointment of Officers. All officers shall be appointed by the Board of Directors.

7.3 Term. Officers of the Association shall be appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

7.4 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

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

7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

7.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 7.4.

7.8 Duties. The duties of the Officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.



- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep any corporate seal obtained by the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; if authorized by the Board of Directors to do so, shall sign all checks, promissory notes and other financial instruments of the Association; and keep proper books of accounts.

**ARTICLE VIII  
COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY**

The Board of Directors by majority vote may appoint an Architectural Control Authority for the Community. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as contemplated herein. Compensation for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors.

**ARTICLE IX  
MEETINGS**

9.1 Annual Meeting: Annual meetings of members shall be held on the first Saturday of August in each year, or if such day is a legal holiday, then on the next following Saturday. At each such meeting, the members shall, by a majority vote, elect a board of directors and, by majority vote, transact such other business as may be properly brought before the meeting.

9.2 Regular Meetings: Regular monthly meetings of the Board shall be held at such time and place as shall be determined by the Board.

9.3 Special Meetings: A special meeting of the Association may be called by the Board of Directors. A special meeting of the Association may be called by the Members. This meeting must be called within ten (10) days by the President, or the Board, if requested by not less than five percent (5%) of the Members having voting rights.

9.4 Notice of Meetings: Written notice stating the place, day, time and hour of any meeting of the Association shall be delivered either personally, or by mail to each homeowner entitled to vote at such meeting, not less than ten (10) days but no more than thirty (30) days prior to the date of such meeting, or at the direction of the Secretary.

9.5 Business of Meetings: At an annual meeting of members, any matter relating the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by the law). Unless at least fifty percent (50%) of the members of the Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at a special meeting.

9.6 Quorum: The Association holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the Members. In the absence of a quorum, a majority of the Members present may adjourn the meeting from time-to-time without further notice. In the event the required quorum is not present at any such meeting, a second meeting may be called, subject to giving proper notice, and the presence of twenty-five percent (25%) of the total vote of the membership shall constitute a quorum for such a second meeting.

9.7 Proxies: At any meeting of the Association, a member entitled to vote may vote by proxy executed in writing by the homeowner and bearing the homeowner's signature.

## **ARTICLE X FEES, DUES AND ASSESSMENTS**

The Association will fix, levy, collect and enforce payment by any lawful means, all Fees and Assessments pursuant to the terms of the Declaration. The Treasurer shall monthly monitor the Aging Report for delinquent regime fees. Monthly regime fees are due on the 1<sup>st</sup> and are considered late if not paid by the 10<sup>th</sup> day of the month. Late fees shall be assessed to delinquent accounts in an amount determined by the Board of Directors from time to time for each month an account remains delinquent. An account is delinquent if there is any remaining balance on the



11<sup>th</sup> day of the month. If an account is delinquent, all payments will be applied in chronological order starting with the date of the first in time-delinquent assessment.

**ARTICLE XI  
AMENDMENTS**

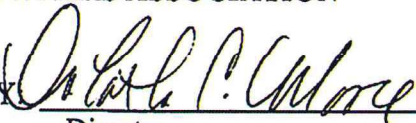
The bylaws may be altered, amended, or repealed or, new Bylaws may be adopted by the Board of Directors. A proposed amendment shall become effective when approved by three fifths (3/5) majority of the Board.

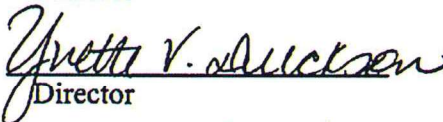
**ARTICLE XII  
CONFLICT WITH PROTECTIVE COVENANTS**

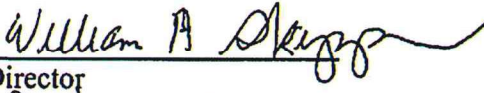
In the event that any provision of the within bylaws are in conflict with the protective covenants of Regency Park, the protective covenants shall take precedence and be determinative of any ambiguity.

IN WITNESS WHEREOF, Regency Park Homeowners Association has caused these presents to be executed this 17<sup>th</sup> day of December, 2018.

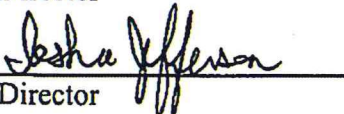
**REGENCY PARK HOMEOWNERS ASSOCIATION**

BY:   
Director

BY:   
Director

BY:   
Director

BY:   
Director

BY:   
Director