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STATE .00
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OR Volume 4695 Page 46 - 64

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

Cross Reference: Restrictive Covenants recorded in Deed Book 1110 at Page 17 and Volume 2533 at Page 269 in Kershaw County

Instrument Volume Page
202200002673 OR 4695 46

BYLAWS OF

WOODTRACE HOMEOWNERS ASSOCIATION, INC.

a South Carolina Nonprofit Corporation

ARTICLE 1
NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION

Section 1.1 Name. The name of the non-profit corporation is Woodtrace Homeowners Association, Inc. (the **"Association"**).

Section 1.2 Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Ann. §§ 33-31-101, *et seq.*) (the **"Act"**).

Section 1.3 Definitions. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Restrictive Covenants recorded on January 23, 2002, in the Office of the Register of Deeds for Kershaw County, South Carolina, in Deed Book 1110 at Page 17 (as amended, modified, and/or supplemented, the **"Declaration"**), unless the context indicates otherwise.

(a) "Association" shall mean and refer to Woodtrace Homeowners Association, Inc., its successors and assigns.

(b) "Assessments" shall have the meaning specified in Article 3.

(c) "Common Area" or "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the Members.

(d) "Community" shall mean and refer to the Property as hereinafter defined.

(e) "Lot" shall mean and refer to any plot of land within the Property shown on any recorded subdivision map/plat and such additions thereto as may be brought within the jurisdiction of the Association. "Lot" shall not mean and refer to Common Areas, Areas of Common Responsibility, or the streets or road rights-of-way in the Community.

(f) "Member" shall mean any person or entity that holds membership in the

Association by virtue of being an Owner of a Lot in the Property.

(g) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the title to any Lot within the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

(h) The "Property" shall mean and refer to all those certain lands, including but not limited to, the lots, streets or road rights-of-way and Common Areas shown and described on the following plat(s):

- *"Woodtrace" – Phase I Final Plat* prepared by Daniel Riddick & Associates, Inc. for Woodtrace, LLC, dated December 11, 2001, and recorded in Book B43 at Page 2 with the Clerk of Court for Kershaw County;
- *"Woodtrace" – Phase II Final Plat* prepared by Daniel Riddick & Associates, Inc. for Woodtrace, LLC, dated June 19, 2003, and revised July 23, 2003, and recorded in Book B92 at Page 3 with the Clerk of Court for Kershaw County;
- *Final Plat Prepared For: Woodtrace, LLC "Woodtrace" – Phase III*, prepared by Daniel Riddick & Associates, Inc. dated August 1, 2009, and recorded in Book C44 at Page 2 with the Clerk of Court for Kershaw County.

ARTICLE 2
PURPOSES AND POWERS

Section 2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions of the Association include: (1) to perform those rights, powers, obligations, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

Section 2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

(a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and

(b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

Section 2.3 Non-partisan. The Association shall not directly participate or intervene in any political campaign on behalf of or in support of any candidate for public office.

ARTICLE 3
MEMBERSHIP AND ASSESSMENTS

Section 3.1 Membership. Each Owner of a Lot in the Property is a Member in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by any Member in good standing.

Section 3.2 Voting. There shall be one class of voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. However, in no event shall more than one vote be cast with respect to any such Lot. Any Owner of a Lot which is leased, if leasing is allowed, may assign his or her voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right.

Section 3.3 Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of these Bylaws. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and Costs of Collection, including, without limitation, reasonable attorney's fees and management company charges incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located. All other Persons or entities acquiring liens or encumbrances on any Lot after this Amendment shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, Costs of Collection, including, without limitation reasonable attorney's fees and management company charges incurred, shall also be the personal obligation of the Person or entity who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any First Lien Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such

manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of any delinquent annual assessments.

Section 3.4 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, as may be more specifically authorized from time to time by the Board of Directors, and in particular for the improvement and maintenance of the Common Area, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereof.

Section 3.5 Budget and Computation of Assessments. The Board will prepare and approve an estimated annual budget for each year and present it at the Spring Meeting. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

Section 3.6 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate per lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. A Special Assessment for an unbudgeted expense in an amount exceeding $5,000.00 per fiscal year requires a majority of a quorum of Membership, in person or by proxy, called at a meeting for such purpose.

Section 3.7 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees and management company charges incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 3.8 Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. Specific Assessments are not subject to the uniform rate per Lot provision and may be levied in a manner to be determined by the Board.

ARTICLE 4
MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS

Section 4.1 Annual Meeting. A meeting of Members shall be held annually in the fall, at a time, date, and place more specifically established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. At each annual meeting, subject to any provisions of these Bylaws or the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

Notice of the annual meeting shall be given in accordance with the Notice provisions of this Article.

Section 4.2 Spring Meeting. A Regular Meeting of the Members will also be held each year between March 15 and March 31, at a time, date, and place more specifically determined by the Board of Directors. The agenda will consist of, but not be limited to, the following: the Board will review the highlights and events of the Association for the past half year, including reports from all officers and committee chairs. The Board will present the budget for the coming fiscal year.

Section 4.3 Special Meetings.

a) Special meetings of the Association's Members may be called by the Board of Directors and shall be held at a time, date, and place established by the Board of Directors. In the

event that the number of Directors falls below three (3) for any reason, special meetings of the Members may be called by any officer or Director of the Association during any such period and shall be held at a time, date, and place established by the person(s) calling the special meeting.

b) Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with the Act at S.C. Code § 33-31-705.

c) Notice of special meetings of Members shall include the information required by Section 4.4(c) hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

Section 4.4 Notice of Meetings of Members; Waiver of Notice.

a) Notice of Meetings of Members – In General. A notice specifying the time, date, place of a meeting of Members, and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to each Member of record no less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the person authorized to call the meeting.

b) Annual Meeting of Members. Unless the Act[1], these Bylaws, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose for which the meeting is called.

Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members and such waiver shall be deemed equivalent to the giving of such notice. The waiver must be in writing, be signed by the Member entitled to notice, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

[1] Members, Directors, and officers are hereby alerted that the Act does require the notice of the annual meeting to include a description of certain particular types matters that must be approved by the Members (including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)) and to identify certain particular types of actions to be taken at the annual meeting as a purpose or purposes of the annual meeting. Therefore, the Act should be consulted accordingly to ensure that proper notice is given.

c) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of the Members.

Section 4.5 Record Date for Notice. Members at the close of business on the business day preceding the day on which the meeting notice is first *transmitted* to any Member are entitled to notice of the meeting

Section 4.6 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the affirmative vote of a majority of the votes represented at the meeting. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting. Members on the date of the adjourned meeting who are otherwise eligible to vote shall be entitled to vote at the adjourned meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.4 and the record date for such notice shall be established in accordance with Section 4.5.

Section 4.7 Members' List for Voting. After fixing a record date for notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by classification of membership. The list must show the address and number of votes each Member is entitled to vote at the meeting. The Board of Directors shall prepare on a current basis through the time of the membership meeting a list of Members, if any, who are entitled to vote at the meeting but not entitled to notice of the meeting. This list must be prepared on the same basis and be part of the list of Members. The list of Members must be made available for inspection in accordance with the Act.

Section 4.8 Quorum for Members Meetings. The presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total eligible votes in the Association shall constitute a quorum for the transaction of business. For each matter voted on, a quorum must exist at the time the matter is voted on.

Section 4.9 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the following vote is required to constitute approval by or an act of the Members: (1) the affirmative vote of the majority of votes cast; and (2) such affirmative votes must also constitute a majority of the required quorum.

Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. However, in no event shall more than one vote be cast with respect to any such Lot. Any Owner of a Lot which is leased, if leasing is allowed, may assign his or her voting right to the tenant, provided that a copy of the

assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right.

Section 4.10 Proxies. Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. Each proxy shall be revocable by the Member and shall cease upon conveyance by the Member of their Lot or Property. The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises authority under the appointment.

Section 4.11 Action by Written or Electronic Ballot. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting and rather by a written or electronic ballot in accordance with S.C. Code Section 33-31-708.

Section 4.12 Failure to Hold Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.12 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.13 Participation by Telecommunications/Technology. Meetings of the Members may be held by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other (by way of example and not limitation: Zoom and Microsoft Teams). Members accessing such a meeting shall be deemed as present.

ARTICLE 5
NOTICE

Section 5.1 Methods of Notice. Notice of meetings of Members shall be given in the manner as specifically provided in Article 4. Otherwise, unless the Act, these Bylaws, or the Articles provided specific notice requirements for particular circumstances, any other notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act may be given as follows:

(1) Notice may be communicated in person; by telephone, telegraph, teletype, facsimile transmission (FAX), or other form of wire or wireless communication, including email; or by mail or private carrier. Additionally, notice may be communicated in any other manner permissible under the Act.

(2) Notice may be oral or written; however, oral notice is permissible only if reasonable under the circumstances and only if written notice is not otherwise required by these Bylaws, the Articles of Incorporation, or the Act.

Unless the Declaration provides otherwise, any notice required to be given by the Declaration may be given in any manner permitted by this Section 5.1.

Section 5.2 Effective Date of Notice. Any notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act shall be effective as follows:

a) Oral notice, if permissible, is effective when communicated, if communicated in a comprehensible manner.

b) Written notice, if in a comprehensible form, is effective at the earliest of the following:

i. when received (an email shall be deemed to be received/delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable);

ii. five days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;

iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;

iv. fifteen days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

Unless the Declaration provides otherwise, any notice required to be given by the Declaration shall be effective as provided in this Section.

Section 5.3 Address for Notice. It shall be the responsibility of each Member to designate an address for purposes of notice, which designation shall be in writing and filed with the Secretary. If a Member elects to receive e-mail notice, the Member shall be responsible for designating and filing an email address with the Secretary for such purpose. If no such written designation of address or email address is provided to the Secretary, the address of the Member's Lot shall be deemed to be the Member's address for notice. Written notice is correctly addressed to a Member if addressed to the Member's address shown in the Association's current list of Members.

ARTICLE 6
BOARD OF DIRECTORS

Section 6.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of at least three (3) Directors, each of whom shall be an

Owner and Member in good standing, in the discretion of the Board, of the Association, in order to seek election to, or continue to hold a position on, the Board of Directors. In order to be nominated, a Director must be have been a full-time resident in Woodtrace for at least six (6) months. Only one member of any household may serve on the Board at any given time. Directors shall serve terms of two (2) years. The number of Directors may be increased or decreased by the unanimous consent of the Board of Directors, but in no event shall there be less than three (3) Directors.

The five Director seats as of the time of execution of these Bylaws are and shall henceforth be known as Seats 1, 2, 3, 4, and 5.

Section 6.2 Nominations. The Board may appoint a Nominating Committee to nominate candidates for election to each position on the Board of Directors which is to be filled by the Members. Such a Nominating Committee shall consist of a Chairman, who shall be a Director, and at least two (2) Members. The Nominating Committee, if one is to be established, shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, and such appointment shall be announced in the notice of each election. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nominations for any position may be permitted from the floor at any meeting at which an election is to be held. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members.

Section 6.3 Election and Term of Office.

a) Election Generally. Elections for Directors will be held at the Annual Meeting in the fall. Directors shall serve terms of two (2) years, based on a year commencing from January 1st to December 31st. A Director may serve any number of terms, consecutive or otherwise. Seats 1,3, and 5 will be elected to serve beginning in January of odd-numbered years, with their election occurring the prior fall. Seats 2 and 4 will be elected to serve beginning in January of even-numbered years, with their election occurring the prior fall.

Directors may be elected at the Annual Meeting or by written or electronic ballot in accordance with S.C. Code § 33-31-708. Directors shall continue to serve until their successors are elected and qualified or until earlier resignation, removal from office, incapacity, or death.

Each Member may cast one (1) vote per Lot owned with respect to each vacancy on the Board. There shall be no cumulative voting. Directors may be elected to serve any number of consecutive terms. There shall never be more than one (1) vote cast for a single Lot.

b) Election by Acclamation. If the number of vacancies on the Board is equal to the number of eligible candidates, the President or chair, after ensuring that no Members wish to make further nominations from the floor, if the vote is being conducted in-person, may declare that the nominees are elected by unanimous consent.

d) Removal or Resignation. Any Director elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the Director, provided that the meeting notice state that the purpose, or one of the purposes, of the meeting is removal of the Director.

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

A Director may resign at any time by delivering written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a time later specified therein, and unless specified therein.

In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 6.4 Vacancies. A vacancy on the Board of Directors shall not affect the validity of any decision made of action taken by the remaining Directors. Vacancies in the Board of Directors shall be filled by a vote by the remaining Directors, even though the Directors present at such meeting of the Board may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the individual being replaced and until a successor shall be elected at the next annual meeting of the Association.

Section 6.5 Meetings of Directors.

a) 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 of Directors.

b) 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, email, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

c) Executive session. The Board may hold executive sessions in a regular or special meeting from which others are excluded, by affirmative vote of two-thirds of the Directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session. No formal or binding action may be taken in executive session and no minutes shall be taken. An executive session may be held only to:

i. Consult with the Association's lawyers concerning legal matters;

ii. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;

iii. Discuss labor or personnel matters;

iv. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids of proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

v. Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 6.6 Participation by Telecommunications/Technology. Any Director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other at the same time.

Section 6.7 Quorum. A majority of the Directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6.8 Action. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

Section 6.9 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all Directors and be included in the minutes filed with the corporate records reflecting the action taken.

Section 6.10 Compensation. Directors shall not receive compensation for service on the Board of Directors.

Section 6.11 Obligation of Confidentiality. Each Director shall have a continuing obligation to keep confidential any private or privileged information made available to the Director pursuant to his or her role on the Board.

Section 6.12 Powers and Duties of Board.

a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act

or the Articles of Incorporation specifically require to be done or approved by the Members. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the following specifically enumerated powers:

i. Appoint committees, including an Architectural Control Committee, by resolution and to delegate the powers and duties appurtenant thereto;

ii. Adopt, amend and publish Rules and Regulations governing the Property and establish enforcement procedures including but not limited to fines for the infraction thereof;

iii. Enforce the provisions of the Declaration, any published Rules and Regulations, and any Architectural Guidelines by way of an action at law or equity, the levying of fines, or by any other enforcement remedies provided by the Declaration, these Bylaws, or published Rules and Regulations;

iv. Abate, or otherwise cause to be abated, violations of the Declaration, these Bylaws, or published Rules and Regulations at the violating Owner's expense;

v. Adopt, amend and publish Architectural Guidelines or delegate the adoption of guidelines to an Architectural Control Committee; provided that any such guidelines shall have been approved by the Board;

vi. Suspend the voting rights of a Member, for a period not to exceed sixty (60) days during any period in which the Member shall be in default in the payment of any assessment, charge, fine or other cost levied by the Association or for any other violation of the Declaration, the Architectural Guidelines or the Rules and Regulations;

vii. Declare the office of a Director to be vacant in the event such Director resigns or is removed;

viii. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties; and

ix. Levy and collect assessments, costs of collection, and applicable attorney's fees from Owners in accordance with the Declaration, Bylaws, or Rules and Regulations.

x. Recover all costs, to include attorney's fees, from the applicable Lot Owner for any actions taken by the Association to enforce the provisions of the Declaration, these Bylaws, any published Rules and Regulations, or any Architectural Guidelines, with any of said costs unpaid constituting a lien on the applicable Lot;

xi. Dedicate, transfer, or convey to any public or private utility or government entity any part of the Common Properties if determined to be in the best interest

of the Association by a unanimous decision of the Board of Directors.

xii. Dedicate, transfer or convey any portions of the Common Area if determined to be in the best interest of the Association by a unanimous decision of the Board of Directors.

b) Duties. The Board shall be responsible for all duties prescribed by the Declaration, the Act, or other South Carolina or Federal law as well as the following, without limitation:

i. Prepare and adopt an annual budget;

ii. Provide for the operation, care, upkeep and maintenance of the Common Areas;

iii. Enforce the provisions of the Declarations, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board; and

iv. Obtain and carry property and liability insurance, and pay the cost thereof and adjust claims, as appropriate.

Section 6.13 Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Declaration, these Bylaws and the Rules and Regulations of the Association, including whether to compromise any claim for unpaid Assessments or other claims made by or against it. The Board's decision not to pursue enforcement shall not prevent the Board from taking enforcement in the future or under other circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action

ARTICLE 7
OFFICERS

Section 7.1 Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 7.2 Appointment and Term. The Board shall appoint the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

Section 7.3 Removal or Resignation of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.4 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.

Section 7.5 Powers and Duties of Officers. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 7.6 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

Section 7.7 Compensation of Officers. No officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE 8
ADMINISTRATION

Section 8.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as the Board may designate by resolution.

Section 8.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all Directors, Officers and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

Section 8.3 Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 6.12(b).

ARTICLE 9
ACCOUNTING AND FINANCIAL MATTERS

Section 9.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 9.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

Section 9.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 9.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE 10
COMMITTEES

Section 10.1 In addition to the aforementioned Nominating Committee, the Board of Directors may from time to time by resolution, designate and delegate authority to one or more committees, including, without limitation, an Architectural Control Committee and/or any of the below referenced committees. Any such committee shall serve at the pleasure of the Board and may be chaired by a Board Member. The Association and/or Board is under no obligation to establish such committees.

Section 10.2 Architectural Review Committee and Requirement for Approval. The Architectural Review Committee, when established, is responsible for ensuring that new construction and exterior changes on the Lots at Woodtrace meet the standards detailed in the covenants of Woodtrace or any Architectural Guidelines.

No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, or any other structure or improvement of any kind shall be commenced or erected upon an Lot, or upon the exterior of any Lot, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed plans, specifications (including height, color and composition, location, materials, and finishes), plot plan, landscape plan, and construction schedule shall have been submitted to, in writing, and approved by, in writing, the Architectural Review Committee. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Review Committee of written request for approval, approval shall be deemed granted. Refusal to approve plans, location, or specifications may be based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious. In no event, shall failure to approve or deny such plans constitute waiver by the Architectural Review Committee to approve or deny future requests under this Article. Review and approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only and the Association, the Board of Directors, the Architectural Review Committee, nor any member

of any of the foregoing shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, the Architectural Review Committee, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modification to any Lot.

Section 10.3 Architectural Guidelines. The Architectural Review Committee may prepare Architectural Guidelines for the Property. The Architectural Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one portion of the Property to another depending on the location, size, unique characteristics, and intended use. The Architectural Guidelines are intended to provide guidance to Owners, but are not the exclusive basis upon which decisions may be made by the Architectural Review Committee of whether to approve or deny a request under this Article. The Architectural Review Committee shall have the sole and full authority to amend the Architectural Guidelines.

Section 10.4 Hospitality Committee. The Hospitality Committee welcomes all new residents to Woodtrace and provides new residents with information about the Association, maintains a group of volunteers to distribute Association information, and provides new residents with a contact list of people on the committee to obtain information about the community. The committee shall organize and promote neighborhood-wide activities for fellowship and holidays and promote neighborhood programs for residents.

Section 10.5 Beautification Committee. The Beautification Committee shall oversee the cleanliness and order of the Woodtrace Common Areas as well as seasonal decorations.

ARTICLE 11
BOOKS AND RECORDS

Section 11.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

Section 11.2 Inspection Rights. The Members shall have such rights to inspect records of the Association to the extent, and according to the procedures and limitations, prescribed by the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE 12
INDEMNIFICATION

Section 12.1 Scope. The Association shall indemnify, defend and hold harmless the Association's Directors and officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the

benefit of the Directors and officers as consideration for their services to the Association. The indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statue, bylaw, agreement, vote of Members or disinterested Directors. The Association shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 12.2 Insurance. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Association would have the power to indemnify such person.

ARTICLE 13
ENFORCEMENT PROCEDURES

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, the Bylaws, the Rules and Regulations and, if any, the Architectural Guidelines. Unpaid fines, together with all costs and attorney fees incurred in enforcement of the Declaration, Bylaws, Rules and Regulations, or Architectural Guidelines shall constitute a lien upon the Lot of the violator.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Corporate Seal. The Association may have a seal in circular form having within its circumference the name of the Association.

Section 14.2 Amendments.

a) By the Members. These Bylaws may be amended by the affirmative vote of a quorum present at an annual or special meeting of the Membership.

b) By the Board of Directors. In addition to the foregoing, these Bylaws may bae amended by the unanimous consent of the Board of Directors.

Section 14.3 Conflicts.

a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

b) With the Act. In the case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 14.4 Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

IN WITNESS WHEREOF, the Board of Directors of the Association, by its authorized representative, has properly adopted these Bylaws on the signature date(s) below (the "***Execution Date***").

SIGNED SEALED AND DELIVERED
in the presence of:

(witness #1)

(witness #2)

Woodtrace Homeowners Association, Inc.

By: Bradley K Bardon (SEAL)

Name: BRADLEY K. BARDON

Its: PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

ACKNOWLEDGMENT

I, C. M. SWAIN, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for **Woodtrace Homeowners Association, Inc.,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this
3 day of MARCH, 2022

(SEAL)

Notary Public for South Carolina
My Commission Expires: 11/01/2023

C. M. SWAIN NOTARY PUBLIC COMM. EXP. 11-01-2023 SOUTH CAROLINA