BYLAWS

OF

HUNTERS CROSSING HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is HUNTERS CROSSING HOMEOWNERS ASSOCIATION Inc., hereinafter referred to as the "Association". Meetings of members and directors may be held at such places within the State of South Carolina, County of Sumter as may be designated by the Board of Directors in accordance with these Bylaws.

ARTICLE II

DEFINITIONS

Section 1. "ARTICLES" shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

Section 2. "ASSOCIATION" shall mean HUNTERS CROSSING HOMEOWNERS ASSOCIATION Inc., its successors and assigns, a South Carolina non-profit corporation.

Section 13. “BOARD” or “BOARD OF DIRECTORS” shall mean the individuals vested with overall management of the affairs of Hunters Crossing Homeowners Association.

Section 3. "COMMON AREA" shall mean all real property (includes the improvements thereto) owned by, or conveyed to the Association for the common use, maintenance, upkeep and enjoyment of the owners, including but not limited to entrance monuments, open spaces, walking trails, alleys, ponds, utility areas, and amenity center(s), if any.

Section 14. “DIRECTORS” shall mean natural persons elected or appointed to act as members of the board.

Section 5. "DECLARANT" means PINNACLE PROPERTIES OF SUMTER LLC, and shall include the successors and assigns of Declarant.

Section 6. "DECLARATION" means the Declaration of Covenants, Amendments, and Restrictions for Hunters Crossing Subdivision applicable to the Project recorded in the Office of the Sumter County Recorder, and all amendments thereof.
Section 4. "DWELLING STRUCTURE" means the residential structure located or to be located upon a lot.

Section 12. "FINES" shall mean any monetary penalties for infractions or for violations of any publish rules and regulations or governing documents.

Section 7. "GOVERNING DOCUMENTS" means the Declaration of Covenants, Amendments, and Restrictions for Hunters Crossing Subdivision, the Articles, the Bylaws, and the rules and regulations for the members as established from time to time.

Section 9. "LOT" shall mean and refer to any plot of land shown upon any recorded Hunters Crossing subdivision map of the properties with the exception of the common areas within the project.

Section 10. "MEMBER" shall mean those persons and entities entitled to membership in the Association as provided in the Declaration. Whenever "member" or "membership" is used in these Bylaws for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting as specified in these Bylaws, all persons and entities who are members because of their joint ownership of a particular lot shall be counted as one.

Section 11. "OWNER" shall mean the record holder or holders of title, if more than one, of a fee simple interest in a lot in the Project. "Owner" shall include contract sellers, but shall exclude persons or entities having an interest merely as security for the performance of an obligation. Whenever "owner" is used in these Bylaws for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting as specified in these Bylaws, all the owners of a particular lot shall be counted as one.

Section 8. "PROJECT" shall mean Hunters Crossing Subdivision.

**ARTICLE III**

**MEMBERSHIP**

All residents of Hunters Crossing Homeowners Association who are owners are eligible to be members of this Association. All members of the Association may vote for and are eligible to be officers of the Association but under no circumstance will there be more than one vote per lot.

**ARTICLE IV**

**NOTICE**

Section 1. Notice may be written or oral and may be communicated by any form of wire or wireless communications, mail or private carrier, newspaper of general circulation in Sumter County South Carolina, radio, television, or other public broadcast communications.

Section 2. Written notice is effective at the earliest of the following:
(a) when received;
(b) five (5) days after deposit in the United States mail with first class postage;
(c) fifteen (15) days after deposit in the United States mail if mailed other than first class;
(d) the date shown on the return receipt.

Section 3. Written notice or report delivered as part of a newsletter or other publication regularly sent to members constitutes notice. In the case of members that are residents of the same household and have the same mailing address as listed in the membership list written notice may be addressed or delivered to one such member.

ARTICLE V

MEETINGS

Section 1. Annual Meeting. Regular meetings of the Association shall be held annually commencing one (1) year after the first meeting at such reasonable time, place (either at the Project itself or at another meeting place located as near as possible and practical to the Project), and date (not exceeding thirty (30) days before or after the anniversary date of the first meeting), as may be designated by the Board of Directors. Unless unusual conditions exist, meetings shall not be held outside of the county in which the Project is situated.

Section 2. Board of Directors Meetings. The Board of Directors will meet regularly every month. These meetings shall be open to the public.

Section 3. Special Meetings. Special meetings of the membership may be called by or at the request of the President, by a majority of a quorum of the Board of Directors, or by a petition of five (5) percent of the registered members. These meetings shall be public and must be held within thirty (30) days of the request.

Section 4. Notice of Meeting. Except as may otherwise be provided in the Articles or the Declaration, written notice of each meeting of the members shall be given to all members by or at the direction of the secretary or persons authorized to call the meeting by providing notice, not less than ten (10) days or thirty (30) days if mailed by other than first class mail (except in emergency situations) nor more than sixty (60) days before such meeting to each member entitled to vote thereat. If mailed the notice shall be addressed to the member's address last appearing on the books of the Association or supplied by such member for the purpose of notice. Each member shall provide written notice of his address and any changes thereof to the Association. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the nature of the business to be undertaken.

Section 5. Quorum. The presence of sixty (60%) percent of the Board of Directors constitute a quorum for the transaction of business at any meeting. A simple majority vote is required for any action taken by the Board unless otherwise stated in the governing documents. In the absence of a quorum at a meeting, a majority of the owners present in person or by proxy may adjourn the
meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) days and not more than forty-five (45) days from the original meeting date.

Section 6. Action Taken Without a Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by eighty percent (80%) percent of all the members entitled to vote at a meeting for such purpose, and the writing is filed with the Secretary of the Association. Any action which may be taken at a Board meeting with approval from a simple majority of the Board and a document describing the action taken and signed by each approving director and filed with the minutes.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows:

(a) roll Call;
(b) proof of Notice of Meeting or Waiver of Notice;
(c) reading and Approval of Minutes of Preceding Meeting;
(d) reports of Directors;
(e) reports of Committees;
(f) unfinished Business;
(g) new Business;
(h) election of Directors (if applicable);
(i) adjournment.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. Board of Directors. The number of directors shall be five (5) once all lots have been sold. Until the number of directors shall be the number of owners elected but not exceeding five (5) nor less than three (3). Directors shall be members of the Association and shall act on good faith charge of the members of the Association. Nobody that is elected or appointed to a position shall be related to one another. Members that are in default in the payment of any assessment levied by the Association, or for any infraction of published rules and regulations of the Association or violation of provisions of other governing documents are ineligible to be elected as director until such payment is received. If they have already been elected, they will have no voting rights until such payment is received;
Section 2. Term of Office. The term of office for each director shall be for two years from the
time of his or her election at the annual meeting or until his or her successor has been elected and
qualified. All officers are elected by and from the directors for two (2) year terms. Once all lots
are sold terms will be staggered, three directors will be elected the first year and two the next
year and the cycle will repeat itself thereafter.

Section 3. Resignation and Removal of Directors. Any Director may be removed prior to the
expiration of his term of office by a majority of the members who vote on the issue and in their
judgment the best interests of the Association would be served by doing so. Any Director may
resign at any time by giving written notice to any director. Such resignations shall take effect on
the date of receipt of such notice, or at any later time specified therein. Unless otherwise
specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. Except as otherwise provided, any vacancies occurring in the Board of
Directors, whether by resignation or removal, shall be filled by the majority vote of the
remaining Directors. In the event of the simultaneous resignation and/or removal of two (2) or
more Directors, the membership shall hold new elections to fill those vacant positions on the
Board. Those Directors so elected will serve for the remaining portion of the unexpired term.

Section 5. Gifts. The Board of Directors may accept on behalf of the Association any
contribution, gift, bequest, or device for any special purpose for the Association.

ARTICLE VII

ELECTION AND VOTING RULES

Section 1. Association Voting. All members are entitled to vote but under no circumstance will
there be more than one vote per lot. Voting rights are temporarily suspended for any member(s)
during any period in which such member shall be in default in the payment of any assessment
levied by the Association or for any infraction of published rules and regulations of the
Association or violation of provisions of other governing documents until such payment is
received. Eligibility will be determined the day of the vote and the member(s) have until just
before the vote to become eligible.

Section 2. Nominations. If directed by the Board of Directors nominations for election shall be
made by a Nominating Committee. Nominations may also be made from the floor at the meeting.
The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of
Directors, and two or more members of the Association. The Nominating Committee shall be
appointed by the Board of Directors not less than one hundred and twenty (120) days and not
more than one hundred and fifty (150) days prior to each even year annual meeting of the
members and to serve until the close of such annual meeting. The Nominating Committee shall
make as many nominations for election to the Board of Directors as it shall in its discretion
determine, but not less than the number of vacancies that are to be filled. If notice is given for
nomination requests it must be provided not less than thirty (30) days prior to the election notice
being given and shall contain the following:
(a) notice seeking nominees and their qualifications;  
(b) date of the election;  
(c) location of the meeting where the election will be held;  
(d) time of election meeting;  
(e) seat(s) to be filled;  
(f) date that the nomination needs to be received by to be included in the election notice.  

Section 3. Election Notice. An election notice shall be prepared and notice given by the Secretary or at the option of the Board of Directors, a professional Association Manager not less than ten (10) days or thirty (30) days if mailed by other than first class mail nor more than sixty (60) days before such meeting to each member entitled to vote thereat before such meeting and shall contain the following:  

(a) notice that an election shall be held;  
(b) whether the election is general or special;  
(c) date of the election;  
(d) location of the meeting where the election will be held;  
(e) time of the meeting;  
(f) seat(s) to be filled;  

(h) a statement stating that “All members are entitled to vote but under no circumstance will there be more than one vote per lot. Voting rights are temporarily suspended for any member(s) during any period in which such member shall be in default in the payment of any assessment levied by the Association or for any infraction of published rules and regulations of the Association or violation of provisions of other governing documents until such payment is received. Eligibility will be determined the day of the vote and the member(s) have until just before the vote to become eligible.”;  

(i) a statement stating that “Ballots must be received prior to the vote being taken and votes must be made at the time of voting to be counted.”;  

(j) a statement stating that “The person or people, whichever is applicable depending on the number of vacancies, with the most affirmative eligible votes cast in person, by ballot, or by proxy received prior to or at the meeting, prior to voting, at which said vote takes place unless otherwise specified in the governing documents will be elected to the vacant position(s).”
Section 4. Voting other than for an election. An ballot shall be prepared and notice given by the Secretary or at the option of the Board of Directors, a professional Association Manager not less than ten (10) days or thirty (30) days if mailed by other than first class mail nor more than sixty (60) days before such meeting to each member entitled to vote thereat before such meeting and shall contain the following:

(a) whether the meeting is annual or special;

(b) notice that a vote shall be held;

(c) date of the vote;

(d) location of the meeting where the election will be held;

(e) time of the meeting;

(f) The purpose of vote fully describing the measure to be voted on,

(g) a statement stating that “All members are entitled to vote but under no circumstance will there be more than one vote per lot. Voting rights are temporarily suspended for any member(s) during any period in which such member shall be in default in the payment of any assessment levied by the Association or for any infraction of published rules and regulations of the Association or violation of provisions of other governing documents until such payment is received. Eligibility will be determined the day of the vote and the member(s) have until just before the vote to become eligible.”;

(h) a statement stating that “Ballots must be received prior to the vote being taken and votes must be made at the time of voting to be counted.”;

(i) a statement stating that “The measure will pass if the affirmative votes are greater than or equal to the simple majority of all eligible votes cast in person, by ballot, or by proxy received prior to or at the meeting, prior to voting, at which said vote takes place unless otherwise specified in the governing documents.”

Section 5. Ballots. Ballots will list the owner’s name and address, each nominee, their qualifications, and a blank square for marking a vote next to the nominee's name. Nominees from the floor at the annual meeting will be handwritten on the ballot by those voting for them. Ballots will be mailed with the notice of annual meeting. Replacement ballots will not be available at the meeting. Ballots must be mailed in time to be received before the election. Those ballots received after the election will not be counted. Ballots may be hand delivered at the meeting. All ballots received will be kept for ninety (90) days following the election or until ninety (90) days after any dispute and/or legal action has been completed.

Section 6. Tallying Procedures. Before counting the ballots, the Secretary shall check to make sure that each ballot is valid by verifying that the member is eligible to vote by referencing the membership list at the meeting. The membership list must be in alphabetical list of names and
list the members class of membership, address, number of votes entitled to, and if any their
requirements to become eligible to vote. Ballots that are found to be invalid will be marked as
such and not counted. The ballots shall be opened in public and shall be tallied by the Secretary
or a committee of judges selected from the membership and recorded by the Secretary.

Section 7. Certifying the Election. The election shall be certified by the outgoing Board of
Directors. Nominees receiving the greatest number of the votes cast shall be considered elected.
For example if two seats are to be filled, the top two vote getters are the newly elected directors.
The Secretary (or at the option of the Board of Directors, a professional Association Manager)
shall mailing a copy of the election results not less than ten (10) days nor more than thirty (30)
days after the election to each member entitled to vote thereat. The election results shall include:

(a) that the election has been certified by the previous board;

(b) the final results of the election and;

(c) a list of the names of the new Directors.

Section 8. Voting. All voting will be decided by simple majority of all eligible votes cast in
person, by ballot, or by proxy received prior to or at the meeting, prior to voting, at which said
vote takes place unless otherwise specified in the governing documents.

Section 9. Members may appoint proxies by signing and notarizing an appointment form either
personally or by an attorney-in-fact and delivering it to the Secretary. The proxy’s authority may
be limited by listing those limitations on the appointment form. The proxy may be revoked by
the member voting in person or by ballot, delivering a new appointment form of a letter revoking
the proxy to the Secretary. Proxies will be valid for eleven (11) months if no time is set but in no
case will the proxy be valid for more than three (3) years.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) enforce all applicable provisions of the governing documents and all other related
instruments or documents with respect to the ownership, management, or control of the Project,
and in so doing exercise for the Association all powers, duties and authority vested in or
delegated to the Association and not reserved to the membership by other provisions of the
governing documents;

(b) adopt and publish rules and regulations governing the use of the Common Area and
facilities, and the personal conduct of the owners and their guests thereon, and to establish
monetary penalties or other appropriate discipline for the infractions thereof or for violations of
other governing documents; provided, however, that monetary penalties or other appropriate
discipline shall not be imposed upon an owner until notice is given and a reasonable opportunity for a hearing before the Board of Directors has been given to such owner;

(c) correct any infractions or violations of published rules and regulations or the governing documents after the owner fails to correct the infraction or violation after thirty (30) days, seven (7) days for yard infractions, written notice has been given and charge the member for such action;

(d) suspend the right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or for infraction of published rules and regulations of the Association or violation of provisions of other governing documents (said suspension not to exceed sixty (60) days per infraction or violation);

(e) declare the office of a director to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) declare the office of a director to be vacant in the event such director is ninety (90) days in default in the payment of any assessment levied by the Association, or for any infraction of published rules and regulations of the Association or violation of provisions of other governing documents.

(g) employ a manager, an independent contractor, or such other employees as the Board shall deem necessary, and to prescribe their duties;

(h) pay all taxes, assessments, and other charges which are or could become a lien on the Common Area or some portion thereof;

(i) pay for pest control, state franchise taxes, and other costs and expenses with respect to the Association, and street cleaning, and other necessary charges, costs and expenses with respect to the Common Area;

(j) enter into management or service contracts for the furnishing of goods or services for the Common Area or the Association as defined in the Declaration; provided however, that such contracts must be terminable by the Association for cause upon thirty (30) days notice, and further provided that no such contract shall have a duration of more than two (2) year except that contracts in connection with the Common Area not otherwise permitted by this Section may be entered into with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission provided, however, that the term of such contract shall not exceed the shortest term for which the supplied will contract at the regulated rate and except that contracts in connection with the Common Area or the Association may be entered into for prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short term cancellation by the insured;

(k) delegate its powers to officers, agents or employees of the Association, to such extent and in such manner as the Board of Directors may from time to time reasonably determine;
(l) remove an officer at any time with or without cause; and

(m) appoint a three (3) member Architectural Review Committee.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, fix the amount of the annual assessments against each lot;

(d) send written notice of each assessment to every owner subject thereto;

(e) foreclose the lien against any property for which assessments or fines are not paid and received by the Association, or to bring an action at lawsuit against the owner personally obligated to pay the same; and

(f) pay taxes assessed against the Common Area or other property owned by the Association;

(g) issue, or cause an appropriate officer to issue (or at the option of the Board of Directors, a professional Association Manager), upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance;

(h) cause to be prepared a balance sheet and operating (income) statement for the Association, and cause copies thereof to be distributed to each member of the Association with the notice of the annual meeting. At such time as the projected gross income of the Association for any fiscal year exceeds $25,000.00, an external audit by an independent public accountant shall be required for the fiscal-year financial statements (other than a budget);

(i) obtain and continue in effect a master policy of insurance covering the Common Areas and personal property owned by the Association and liability insurance, Directors and Officers liability insurance, and if needed fire insurance, for full extended coverage in an amount not less than one hundred percent (100%) of the value based on current replacement cost. The fire policy must also protect against vandalism and malicious mischief. If necessary, the Association shall obtain and maintain appropriate worker's compensation coverage. The Association shall also obtain and continue in effect fidelity bond coverage, if available, for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing agent. Such fidelity bond coverage shall name the Association as oblige except when a
management company is hired and they carry a bond in an amount satisfactory to the Board. All of the foregoing shall be in form and amounts satisfactory to the Board, but without prejudice to the right of the owner of a lot to obtain individual insurance;

(j) cause the Common Area to be maintained;

(k) all checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association and in such a manner as shall be determined from time to time by the Board of Directors, shall be signed by the Treasurer or at the option of the Board of Directors a professional Association Manager and at the option of the Board of Directors shall be countersigned by the President or Vice-President; and

(l) all funds shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 3. Restrictions. The Board of Directors shall be prohibited from taking any of the following actions, except with the vote or written assent of two-thirds (2/3) of the votes cast of all eligible votes cast in person, by ballot, or by proxy received prior to the meeting at which said vote takes place or a majority of the voting power whichever is less;

(a) incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of ten percent (10%) of the projected annual dues of the Association for that fiscal year;

(b) selling during any fiscal year property of the Association having an aggregate fair market value greater than ten percent (10%) of the projected annual dues of the Association for that fiscal year;

(c) paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association; and

(d) no grant monies from the State, federal or other governmental entity shall be applied for without the majority vote approving such application at a meeting of the members of the Association.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Selection of Officers. The Board of Directors shall elect from among themselves the following officers; President, Vice-President, Secretary and Treasurer. This shall be the first order of business of the first meeting of the Board of Directors following the elections of Directors at the annual meeting.
Section 2. Duties. The duties of the officers are as follows:

President

The President is the principal executive office and shall, in general, supervise and control all of the business and affairs of the Association. He/She shall preside at all meetings of the Board of Directors. He/She shall sign contracts or other instruments which the Board of Directors has authorized to be executed.

Vice-President

In the absence of the President, or in the event of his/her inability or refusal to act, the Vice-President will perform the duties of the President, and when so acting will have all the powers of, be subject to all the restrictions upon the President and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses and other contact information, and perform such other duties as may be required by the Board.

Treasurer.

The treasurer (or at the option of the Board of Directors, a professional Association Manager) shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; and keep proper books of account(s); cause to be prepared an annual pro forma operating statement (budget) which shall be distributed to each member of the Association member with the notice of annual elections; and cause to be prepared a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year, copies of which documents shall be delivered to each Association member with the notice of annual elections.

ARTICLE X

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these ByLaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS
The membership register, books of account, and minutes of meetings of the members, of the Board of Directors, and of committees of the Board of Directors shall be made available for inspection and copying by any member of the Association (or by his duly appointed representative) for a purpose reasonably related to such member's interest as a member. The place where said items shall be available for inspection shall be the principal office of the Association or such other place as the Board of Directors may prescribe. The member desiring to make the inspection shall give at least ten (10) business days notice to the custodian of the records desired to be inspected. The hours and days of the week when an inspection may be made are Monday through Friday (except legal holidays) from 9:00 A.M. to 5:00 P.M. unless another day and/or time is agreed upon. Each member requesting copies of documents shall pay the cost of reproducing the copies upon receipt thereof. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XII

ASSOCIATION MANAGER

The board may select an Association Manager. The Association Manager will not be a resident of or related to anyone in the project and will only be responsible for items that are addressed in their contract.

ARTICLE XIII

FINES

Section 1. General Provisions. Fine amounts are variable and may be increased or decreased by a vote of the Board of Directors on a case by case basis. The increase or decrease may be based solely or partially on items such as, but not limited to, frequency and/or severity of the violation or infraction. All fines will be discussed privately by the Board of Directors and any extenuating circumstances will be considered. To enact fines against an owner there must be a simple majority vote by the Board of Directors and will be given to the owner either in person by a Director, a designated representative, or by certified mail.

Section 2. Minor Fines. Minor fines are items such as, but no limited to, lawn maintenance, inappropriate lawn decorations, or blocking a neighbor’s right of way. A minor fine shall begin at the minimum at $5.00 per day and not exceed $50.00 a week. A minor fine that is not resolved within thirty (30) days will become a major fine, and start accruing at that rate, on the thirty first (31st) day.

Section 3. Major Fines. Major fines are, but not limited to, items that place immediate danger to neighbors, directly impact the value of a home, violate environmental regulations, or negligent non-payment of previous fines. A major fine shall be no less than $20.00 per day
Section 4. Notice. Written notice will be given to the owner either in person by a Director, a designated representative, or by certified mail providing the nature of the complaint and/or violation, the article and section number of the rule in the governing document, the date that the violation and/or infraction must be corrected by before a fine starts, the amount and frequency of the fine, the date that if it is not corrected by that the Board of Directors will have it correct for the owner, and how to dispute the fine. The notification must also include that if the Board of Directors corrects the violation and/or infraction the owner will be billed for any and all costs associated with the correction of the violation and/or infraction without the need of additional written notice or reasonable opportunity for a hearing and will be due upon receipt. The owner not reading the notice does not alleviate the owner’s responsibility to correct the infraction and/or violation or their liability for any fines assessed. If the notice was mailed the proof of delivery for such mail will be maintained until ninety (90) days after all possible legal actions have ceased or the infraction has been corrected and all fines have been paid.

Section 5. Dispute. For minor fines, excluding yard infractions and/or violations, the owner shall have seven (7) days to notify the Board of Directors of their dispute of the fine in writing and to provide any supporting proof and/or documentation that they deem pertinent to their case. For major fines the owner shall have three (3) days to notify the Board of Directors of their dispute of the fine in writing and to provide any supporting proof and/or documentation that they deem pertinent to their case.

Section 6. Other Action. The Association may bring, but not limited to, an action at lawsuit against the owner personally obligated to pay the fine, or foreclose the lien against the lot. All late charges, costs of suit, and reasonable attorneys’ fees and expenses incurred in any such action shall be added to the amount of such fine. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Section 7. Returned Deposits. Any fee and or cost associated with a returned deposit, to include but not limited to bank and collection fees, will be reimbursed by the owner to the association in the form of a fine.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. If any assessment is not paid and received by the Association within fifteen (15) days after the due date, a late charge of an amount not less than $10.00 and not more than $50.00 (the exact amount to be determined by the Board in its discretion for each fiscal year, and to be applied uniformly to all owners during such fiscal year) shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. All late charges, costs of suit, and reasonable
attorneys' fees and expenses incurred in any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XV

AMENDMENT TO BYLAWS

The bylaws may be amended by a simple majority vote of the members voting in person, by ballot, or by proxy at a meeting called for that purpose. The text of the proposed amendment must be included in the public notice announcing the time, date and place of the meeting.

ARTICLE XVI

MISCELLANEOUS

Section 1. Enforceability. If any sentence, clause or paragraph of these Bylaws shall to be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause, or paragraph thereof. In the case of that happening the sentence, clause or paragraph shall be voted upon at the next annual meeting, or a special meeting will be call, to either remove or amend that sentence, clause or paragraph.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December the same year.

Adoption of Bylaws

This is to certify that the above bylaws were adopted by the Board of Directors at a meeting on the day 24 of September, 2014.

_____________________________
President

_____________________________
Secretary