

# WEDGEFIELD PLANTATION ASSOCIATION BYLAWS

By-Laws and Covenants of Wedgefield Plantation Association

Promulgated under the authority of the Covenants, Conditions, and Restrictions as contained in the various Indenture Deeds from Equity Development Corporation to property owners in Wedgefield Plantation.

Bylaw change submitted for recording on November 20, 2014 by Joe Crosby as attorney for Wedgefield Plantation Association.

## ARTICLE I – PURPOSE

These are the By-Laws of the Wedgefield Plantation Association, hereinafter referred to as The Association, a non-profit corporation existing under the laws of the State of South Carolina, which has been organized for the purpose of preserving the natural setting and beauty of the Development, of establishing and preserving a harmonious and aesthetically pleasing design for the Development, and of conducting the affairs of the Plantation for the benefit of the property owners in a manner which will maintain the high standards of the Wedgefield Plantation Subdivision within Georgetown County, South Carolina. This includes enforcing the Covenants of the subdivision and these By-Laws, the maintenance of the Association's property, if any, and the acquisition of property.

## ARTICLE II – OFFICES

**Section 1:** The office of The Association shall be located at Wedgefield Plantation, Georgetown, South Carolina, or at such other place or places as the Board of Directors may from time to time designate.

## ARTICLE III – SEAL

**Section 1:** The seal of the corporation known, as Wedgefield Plantation Association shall consist of two concentric circles between which is the name of the corporation and in the center of which is inscribed, "SEAL".

## ARTICLE IV – MEMBERSHIP

**Section 1: Classes:** The Association shall have only one class of membership. Membership shall be limited to lot owners or condominium apartment owners (owners can be persons or entities) within the subdivision.

**Section 2: Membership:** Every person or entity who is an owner of any lot or condominium apartment, which is subjected by these By-Laws to assessment, shall be a member of The Association. Membership shall commence at the time of legal acquisition of the property. Membership shall be appurtenant to and may not be separated from ownership of any lot or condominium apartment, which is subject to assessment.

**Section 3: Voting Rights:** On matters submitted to a vote of the membership, members in good standing, who have officially registered with The Association by providing the name and address of the legal owner/s of the property, shall be entitled to one vote for each lot or condominium apartment owned. Members in arrears in payment of their yearly assessment within ten (10) days prior to the Annual Meeting are not in good standing and shall not be entitled to vote. In the event a lot or condominium apartment is owned by two or more persons or entities, then the vote attributable to such lot or condominium apartment shall be exercised as the owners mutually determine, but in no event shall more than one vote be cast with respect to any such lot or condominium apartment. The vote cast shall represent the vote of all the owners of that lot or condominium apartment.

**Section 4: Change of Ownership:** Change of ownership in Wedgefield Plantation Association shall be established by recording in the Public Records of Georgetown County, South Carolina, a deed or other instrument conveying record fee title to any lot or residence. The owner designated by such instrument shall, by his/her acceptance of such instrument, become a member of The Association, and the membership of the prior owner shall be terminated. The interest, if any, of a member in the funds and assets of The Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in The Association by all owners shall be compulsory and shall continue, as to each owner, until such time as such owner transfers or conveys of record his/her interest in the real property upon which his/her membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee.

## **ARTICLE V – ASSESSMENTS AND PENALTIES**

**Section 1: Annual Assessments:** The Board of Directors may determine from time to time the annual assessment due and payable to The Association by members. All lots, whether improved or unimproved, and all condominium apartments shall be subject to the same annual assessment.

**Section 2: Individual Assessments:** In addition, individual assessments may be levied by the Board. These relate to architectural review fees, lot maintenance, or any costs incurred, by The Association, in an effort to keep lots up to standards set in these By-Laws and in the deed "Conditions, Covenants and Restrictions."

**Section 3: Non-members:** Nothing contained herein shall prevent The Association from establishing such rules, regulations, and fees as it may deem proper for the use by non-members of any facilities owned, leased, or controlled by The Association.

**Section 4. Use of Assessment Revenues:** The funds derived from said assessments shall be used for the payment of common area maintenance expenses of the subdivision and for any other purposes necessary or desirable in the opinion of the Board of Directors for the general benefit of the subdivision. The judgment of the Board of Directors in the expenditure of said funds shall be final. Provided however, no assessment funds shall be used for the original construction of subdivision streets, roads, water system, sewer system and canals.

The funds derived from assessments shall be used for the payment of common area maintenance expenses of the subdivision and for any other purpose necessary or desirable in the opinion of the Board of Directors for the general benefit of the subdivision, provided such payments are for properly approved goods and/or services provided to the Wedgefield Plantation Association. The judgment of the Board of Directors in the expenditure of said funds shall be final. Provided, however, no assessment funds shall be used for the original construction of subdivision streets, roads, water system, sewer system and canals. (rev. December 11, 2019)

**Section 5: Penalties for Violations of By-Laws, Conditions, Covenants, and Restrictions, and Board Policies:** The Board of Directors shall have the right, in addition to any other rights set forth in these By-Laws or in the Covenants, Conditions, and Restrictions, to pursue remedies against an Owner for violations by that Owner or Owner's tenant of the Covenants, Conditions, Restrictions, or By-Laws. Such remedies may include but not be limited to injunctive relief, monetary damages, costs, and reasonable attorneys' fees.

**Section 6: Lien:** Any unpaid assessments shall, after notice of pendency of an action (Notice of Lis Pendens) has been filed with the Clerk of Court of Georgetown County by The Association, constitute a lien upon the property owned by the member until such assessments are paid in full, and the lien shall run with the land until paid.

**Section 7: Foreclosure:** The aforesaid assessment shall constitute a lien against the property owned by the member, which lien shall become effective when notice of the pendency of The Association in the office of the Clerk of Court for Georgetown County, South Carolina has been filed. Such notice shall be signed and verified by an officer or agent of The Association prior to its being recorded and no such lien shall be made by The Association unless the assessment remains unpaid for more than thirty (30) days after notice thereof. Any such lien may be foreclosed by The Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payment of all assessments as described in said claim of lien and in addition thereto shall secure the payment of subsequent assessments which become due after the filing of the claim and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon at the then court approved rate together with all costs and reasonable attorney's fees incurred by The Association incident to the collection of such assessment or the enforcement of such liens. The rights of The Association to foreclose the lien as aforesaid shall be in addition to any other remedy at law or in equity which may be available to it including the right to proceed personally against any delinquent owner for recovery of a judgment "in persona."

## **ARTICLE VI – MEMBERS MEETINGS**

**Section 1: Annual Meeting:** The Annual Meeting shall be held in the month of November. Annual election of board members shall take place at this meeting.

**Section 2: Special Meetings:** Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire eligible voters in good standing.

**Section 3: Notice of Meetings:** Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President, Vice President or Secretary. Such notice shall be mailed not less than twenty (20) days nor more than fifty days prior to the date of the meeting. Notice of the meeting shall be deemed to be delivered when deposited in the U.S. Mail addressed to the member at his address as it appears on the records of The Association with postage thereon prepaid.

**Section 4: Quorum:** Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of persons having one-third (1/3) of the total eligible (members in good standing) and authorized votes shall constitute a quorum at any meeting of the owners. The acts approved by a majority of the votes present or represented by proxy, a

quorum being present, shall constitute a decision of the members and shall be binding upon the members except where otherwise provided in these By-Laws. At an adjourned meeting pursuant to Section 5, one half (1/2) of the number required at a preceding meeting for a quorum shall constitute a quorum.

**Section 5: Adjourned Meetings:** If any meeting of the owner(ers) cannot be held because a quorum has not been obtained, a majority of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was scheduled.

**Section 6: Informal Action by Board Members:** Any action required by law to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all board members entitled to vote with respect to the subject matter thereof. This section shall apply to situations of time constraint or "emergency" as interpreted by the Board.

**Section 7: Proxies:** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid for such period as provided by law unless a shorter period is designated in the proxy and must be filed with the Secretary before the appointed time designated by the Secretary prior to the meeting.

**Section 8: Order of Business:** The order of business at annual meetings and as far as practical at all other members' meetings shall be:

- a. Designation or election of a chairman as follows: the chairman of the meeting will be the President of the Board of Directors; if the President is absent, the chairman will be the Vice President; if the President and Vice President are absent, the chairman will be the Secretary; if the President, Vice President and Secretary are absent, the chairman will be the Treasurer; if the President, Vice President, Secretary and Treasurer are absent, then the chairman will be elected.
- b. Calling of the roll, certifying of proxies and verifying a quorum.
- c. Proof of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of election.
- h. Election of Directors.
- i. Unfinished business.

- j. New business.
- k. Adjournment.

## **ARTICLE VIII – BOARD OF DIRECTORS**

**Section 1: Powers:** The property and business of The Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the South Carolina Statutes, the Articles of Incorporation, or the deed Conditions, Covenants & Restrictions. The powers of the Board shall specifically include, but not be limited to, the following:

- (a) To prepare and approve an annual Budget.
- (b) To levy and collect annual assessments.
- (c) To use and expend the monies collected to acquire, maintain, operate, lease, care for, and preserve the Common Areas, and to administer the affairs of The Association.
- (d) To purchase the necessary equipment required in the maintenance, care, preservation, and business administration referred to above.
- (e) To purchase such insurance as the Board of Directors may deem advisable.
- (f) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Properties, if any, and of property owned by the Association, if any.
- (g) To employ and compensate such personnel as may be required to man The Association office, provide clerical and administrative functions, and to maintain the financial records of The Association.
- (h) To make reasonable rules and regulations applicable to all owners.

**Section 2: Membership:** The Board of Directors shall consist of nine (9) members to be chosen exclusively from members of The Association.

**Section 3: Election of Directors:** Except as otherwise provided herein, election of Directors shall be conducted in the following manner:

- a. Election of Directors** shall be held at the annual member's meetings.
- b. Vacancy and Replacement.** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors held for this purpose, shall choose a

successor or successors. The term of a director filling a vacancy in the office of a director elected by members expires at the next election of directors by members. At that election, the current appointed director would have to be voted into the position by the members to fill the remaining term of the Board member that was replaced. Any person named as successor by the remaining Directors under the provisions hereof shall not be disqualified from election to serve the remaining un-expired portion of the term of such vacated office.

**c. Removal.** Any Director may be removed from office with or without cause by concurrence of two-thirds of the eligible votes of the entire membership at a special meeting of the members called for that purpose. A special meeting of the members of Wedgefield Plantation Association to remove a member or members of the Board of Directors may be called by written request from one-third (1/3) of the eligible voters in good standing. Notice of the meeting as required for a meeting shall be given, and the notice shall state the purpose of the meeting. No Director shall continue to serve on the board if, during his/her term of office, his/her membership in The Association shall be terminated for any reason whatsoever. If any Director fails to pay any annual assessment within thirty (30) days after its due date, or is in violation of any of the Covenants and fails to remedy the violation within 30 days' written notice by the Board of Directors, he/she shall be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

**Section 4: Resignations:** Any Director or officer may resign his/her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

**Section 5: Tenure:** The term of each Director's service shall be three years.

**Section 6: Organizational Meeting:** The first meeting of each Board of Directors newly elected by the members shall be held at such a place and time as shall be fixed by the Directors, and as soon following the Annual Meeting as is practicable, provided a quorum is present. No further notice of the meeting shall be necessary.

**Section 7: Regular Meetings:** Regular meetings of the Board of Directors may be held at such time and place as shall be designated by the Board of Directors. Notice of regular meetings shall be given to each Director personally or by mail at least three days.

**Section 7: Special Meetings:** Special meetings of the Directors may be called by the President or must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which said notice shall state the time, place, and purpose of the meeting; provided, however, that notice requirement may be waived if signed in writing by two-thirds (2/3) of all board members holding office at that time.

**Section 8: Quorum:** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.

**Section 9: Adjourned Meetings:** If at any meeting of the Board of Directors there are less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which may have been transacted at the meeting as originally called may be transacted without further notice.

**Section 10: Ratification:** The ratification or joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining the quorum.

**Section 11: Presiding Officer:** The President shall preside. In the absence of the presiding officer, the Vice President shall preside. In the absence of both President and Vice President, the directors present shall designate one of their number to preside.

**Section 12: Order of Business:** The order of business of Directors' meetings shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting, and verification of quorum present.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.



**Section 13: Compensation:** Directors shall receive compensation for out-of-pocket expenses and for extraordinary travel expenses only. Compensation must be approved by a majority of the Board. Nothing herein contained shall be construed to preclude any Director from serving in any other capacity and receiving compensation thereof.

**Section 14: Board of Directors:** The names and addresses of the members of the Board of Directors will be maintained by the Secretary.

## **ARTICLE VIII – OFFICERS**

**Section 1: Executive Officers:** The Executive Officers of The Association shall be elected by the Board of Directors and shall be the President, Vice President, Secretary, and Treasurer, any of whom may be removed by vote of a majority of the Directors at any meeting. No person shall hold two or more offices.

**Section 2: President:** The President shall be the Chief Executive Officer of The Association and shall in general supervise and control all of the business and affairs of The Association. He/she may sign with the Secretary, or any other proper officer of The Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized and directed to be executed, and in general he/she shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors, from time to time.

**Section 3: Vice President:** The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**Section 4: Secretary:** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He/she shall attend to giving and serving all notices to the members and directors and other notices required by law. He/she shall have custody of the seal of The Association and affix the same to instruments requiring a seal when duly signed. He/she shall keep the records of The Association and shall perform all other duties incident to the office of Secretary of a corporation as may be required by the Board.

**Section 5: Treasurer:** The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He/she shall, along with the Board, contract the services of a Certified Public Accountant and/or other qualified person as determined by the Board to keep the books of the Association accordance with good account practices and shall perform other duties incident to the office of Treasurer as may be required by the Board. (rev. January 11, 2018)

**Section 6: Subordinate Appointment:** The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

**Section 7: Liability of Directors:** To the extent permitted by the laws of the State of South Carolina, The Association shall indemnify against all liabilities and expenses, including attorneys' fees, each individual made a party to a proceeding because the individual is or was a Director of The Association, provided that:

- 1) The individual conducted himself in good faith; and
- 2) the individual reasonably believed that his conduct was in the best interests of The Association.

The Association shall not indemnify any individual in connection with any other proceeding charging improper personal benefit to the individual, whether or not involving action in his official capacity, in which the individual is adjudged liable on the basis that personal benefit was improperly received by the individual.

The amount paid to any individual by way of indemnification shall not exceed his actual, reasonable, and necessary expenses incurred in connection with the matter involved. In the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of The Association.

## **ARTICLE IX – COMMITTEES**

**Section 1: Committees:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees to assist the Board in analysis of issues relating to the management of The Association. The designation of such committees and the delegation thereto of authority shall not operate to relieve the

Board of Directors, or any individual Director, of any responsibility imposed upon it or him/her by law. Decisions on issues from assigned committees shall be the exclusive privilege of the Board of Directors, except the Architectural Review Committee as described in Section 3 of this Article.

**Section 2: Policies of Operation:** Each committee will operate under such policies established by the Board and shall have discretion in carrying out its assigned duties. subject to review and approval. by the Board.

**Section 3: Wedgefield Plantation Architectural Review Committee (“Review Committee”):** The Review Committee shall have the exclusive authority, subject to the appeals procedure below, (in addition to any federal, state, or local government agencies granted regulatory and review authority by law) to review and approve or disapprove of any and all new construction, and of any and all renovations, alterations and modifications to existing structures. The Authority of the Review Committee to review and approve or reject plans for any new construction, additions, and alterations shall be concurrent with the authority reserved to the Grantor in the Covenants, Conditions, and Restrictions imposed upon the lots in Wedgefield Plantation (the “Covenants”). The Review Committee shall have all rights reserved to the Grantor in the Covenants and shall exercise its authority consistent with the Covenants. The Chairman of the ARC will be a member of the Board of Directors.

Any property owner who has had plans denied by the Architectural Review Committee (ARC) may appeal the ARC decision within seven (7) days of the denial. A legibly written statement explaining why the ARC should approve the submitted plans will be sent to the ARC. The ARC then reviews the statement and either amends or upholds its decision with an explanation. If the ARC does not amend its decision and the applicant refuses to change the plans in light of the ARC decision, the applicant may request in writing, that the plans, ARC decision, written statement, and ARC explanation be forwarded to the Legal Committee. The Legal Committee will review these documents to see if the ARC violated the covenants, County regulations, ARC guidelines, or By-Laws. If no violation is found, the process stops and the ARC decision stands. If the Legal Committee finds a violation, it is reported to the Board of Directors. The Board then votes to uphold the ARC decision or instructs the ARC to amend its decision.

**Section 4: Nominating Committee:** In order to provide a slate of nominees to fill vacancies on the Board of Directors, the President shall appoint and the Board shall approve a Nominating Committee consisting of three (3) to five (5) members, a majority

of which must be from the general membership. The President shall appoint the Chairman of the committee.

**Section 5: Board has Authority to Dissolve Committees:** The Board of Directors may dissolve any committee at any time upon majority vote of the Board. Upon dissolution the Board shall immediately assume such duties and responsibilities assigned to the dissolved committee.

## **ARTICLE X – CHECKS AND DRAFTS**

**Section 1:** All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of The Association shall be signed by such officer or officers, agent or agents of The Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 2:** Under no circumstance shall the board of Directors enter into an agreement with any lender, public or private, for the purpose of procuring funds in excess of \$15,000 without securing the approval of the membership of The Association by a referendum, executed at a duly called meeting of said membership as identified in Article VI, Section 2 and 3 of the By-Laws. A Quorum of 1/3 of eligible Voters (members in good standing) must be present in person or by proxy at the duly Called meeting for the vote to be valid. The vote may also be obtained at the annual meeting. The referendum must pass by a simple majority of votes cast. (rev. November 2013)

## **ARTICLE XI – DEPOSITS**

All funds of The Association shall be deposited from time to time to the credit of The Association in such banks, trust companies or other depositories as the Board of Directors may select.

## **ARTICLE XII – BOOKS AND RECORDS**

**Section 1:** The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office, a record giving the names and addresses of the members entitled to vote. All books and records of The Association may be inspected by any member, in good standing, or his agent or attorney, for any proper purpose at any reasonable time, except for the following records:

- (a) Individual member accounts receivable records;
- (b) Individual member legal records;
- (c). Unredacted legal invoices.

( rev. November 20, 2014)

### **ARTICLE XIII – AMENDMENTS TO BY-LAWS**

**Section 1:** Proposed alterations, amendments, or proposals to repeal the By-Laws can be made only by WPA members in good standing, and must be submitted to and approved by the Legal Committee prior to being voted on by the WPA Membership. These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by two-thirds of the votes in good standing present at the Annual Members' meeting either in person or by proxy provided that notice thereof is mailed to the eligible voters not less than twenty days prior to the date of the meeting.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN ) **AMENDMENT TO BYLAWS OF WEDGEFIELD  
PLANTATION ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS,

That at a duly called meeting of the Board of Directors for Wedgefield Plantation Association, the Board of Directors voted in the affirmative to adopt and add to Section 2 of Article IX of the Bylaws the following additional sentence thereto:

A motion to change the policy manual must presented at an open Board meeting, posted on the Wedgefield Plantation Association website for resident comments, and NOT voted on until the following Board meeting.”

WITNESS the hand(s) and seal(s) of Wedgefield Plantation Association on this 7<sup>th</sup> day of February, 2012.

SIGNED, SEAL AND DELIVERED  
IN THE PRESENCE OF:

WEDGEFIELD PLANTATION ASSOCIATION:

Krista S. Moody  
Witness

BY: Robert Garrison

W. J. Moody  
Notary

ITS: VICE PRESIDENT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**PROBATE**

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Wedgefield Plantation Association, by Robert Garrison, its Vice President sign, seal and as the WPA's act and deed deliver the within Amendment to Bylaws and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Krista S. Moody  
Same witness sign again

SWORN to before me this  
7<sup>th</sup> day of February, 2012.

W. J. Moody  
Notary Public for South Carolina

My Commission Expires: 5/6/13 (SEAL)

129165 Mering  
& Moody  
201300005424  
Filed for Record in  
GEORGETOWN SC  
WANDA PREVATTE, REGISTER OF DEEDS  
05-22-2013 At 12:14:56 pm.  
AMENDMENT 6.00  
Book 2152 Page 69 - 69  
Wanda J. Prevatte

November 2013

Bylaw Change- Voted and approved subject to filing with Georgetown County: This will be added to Article X, Section II:


***UNDER NO CIRCUMSTANCE SHALL THE BOARD OF DIRECTORS ENTER INTO AN AGREEMENT WITH ANY LENDER, PUBLIC OR PRIVATE, FOR THE PURPOSE OF PROCURING FUNDS IN EXCESS OF \$15,000 WITHOUT SECURING THE APPROVAL OF THE MEMBERSHIP OF THE ASSOCIATION BY A REFERENDUM, EXECUTED AT A DULY CALLED MEETING OF SAID MEMBERSHIP AS IDENTIFIED IN ARTICLE VI, SECTIONS 2 AND 3 OF THE BY-LAWS. SAID MEETING MUST CONFORM TO THE GUIDELINES SET FORTH IN ARTICLE VI, SECTIONS 2 AND 3 OF THE BY-LAWS. A QUORUM OF 1/3 OF ELIGIBLE VOTERS (MEMBERS IN GOOD STANDING) MUST BE PRESENT IN PERSON OR BY PROXY AT THE DULY CALLED MEETING FOR THE VOTE TO BE VALID. THE VOTE MAY ALSO BE OBTAINED AT THE ANNUAL MEETING. THE REFERENDUM MUST PASS BY A SIMPLE MAJORITY OF VOTES CAST.***

STATE OF SOUTH CAROLINA )  
  )     PROBATE  
COUNTY OF GEORGETOWN    )

PERSOANLLY appeared before me the undersigned witness and made oath that (s)he saw the Wedgefield Plantation Association, by JACKY WALTON, its PRESIDENT sign, seal and deliver the within Amendment to Bylaws and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

  
Witness

SWORN to before me this  
20 day of November, 2014

  
Notary Public for South Carolina  
My Commission Expires:





AMENDMENT TO BY-LAWS.

Pursuant to a properly called and constituted annual meeting of the Wedgefield Plantation Property Association Memebers, Inc., the membership voted to amend certain by-laws pursuant to Section XIII Section 1 of the Wedgefield Plantation Property Owners Association, Inc By-laws filed January 23, 2003 in the Groergetown County Register of Deeds Office in Volume 1348 at page 37. The propsed amend was approved and Article VIII Section 5 shall be amended to read as follows;

Article VIII Section 5

The Treasurer shjall have custody of all property of the Association including funds securities and evidence of indebtedness. He/She shall along with the Board contract the services of a Certified Public Accountant to keep the books of the Association in accordance with good accounting pratices ans shall perform other duties incinent to the Office of Treasurer as may be required by the Board.

WITNESS its Hands and Seals this 19<sup>th</sup> day of January, 2016

Wedgefield Plantation Association, Inc.

Alan G. McNeill  
Larry McNeill

Jackie L. Walton  
By: Jackie Walton  
Its: President

Alan G. McNeill  
Larry McNeill

Jarvis Clime  
By: JARVIS CLIME  
Its: Secretary

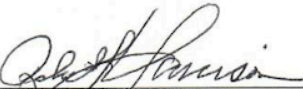
STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

**ACKNOWLEDGEMENT**

I, ROBERT K. GARRISON, a Notary Public for the State of South Carolina, do hereby acknowledge that Jackie Walton and JANINE CLINE did personally appear before me and acknowledged the execution of the foregoing instrument.

Dated this 19<sup>th</sup> day of January, 2016.

Witness my Hand and Seal this 19<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 9/1/16



STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF GEORGETOWN )

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WEDGEFIELD  
PLANTATION ASSOCIATION.**

**THIS AMENDMENT TO THE** Declaration of Covenants, Conditions and Restrictions for Wedgefield Plantation is made this 11~~th~~ day of January \_\_\_\_\_, 2018, by Wedgefield Plantation Association, a South Carolina Non-profit Corporation (the "Association").

**WHEREAS**, on or about February 7, 2012 Wedgefield Plantation Association, executed as its "By-Laws and Covenants of Wedgefield Plantation Association" (the "Declaration").

**WHEREAS**, pursuant to Article XIII, Section 1, of said Declaration the Association retains the right to amend the Declaration subject to certain procedures.

**WHEREAS**, a regular Annual Members' Meeting was held on November 18, 2017 to consider a resolution amending the Declaration. This Annual Meeting met all required notice and quorum requirements as set forth in Article VI, *et. seq.*, and Article XIII Section 1 as required by the Declaration.

**WHEREAS**, the votes in favor of approving the resolution amending the Declaration exceeded the required 2/3 approval of votes present in good standing present at the Annual Members' meeting either in person or proxy.

**NOW, THEREFORE**, Wedgefield Plantation Association (the "Association") hereby amends the Declaration of Covenants, Conditions and Restrictions for Wedgefield Plantation as follows:

Article VIII Section 5 has been changed to read as follows:

**The treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He/she shall, along with the Board, contract the services of a Certified Public Accountant and/or other qualified person as determined by the Board to keep the books of the Association in accordance with good accounting practices and shall perform other duties incident to the office of Treasurer as may be required by the Board.**

All other covenants, conditions and restrictions as contained in the Master Declaration, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the duly authorized officers of the undersigned Declarant have executed this Amendment to the Declaration of Covenants, Conditions, and Restrictions of

Wedgefield Plantation Association 17<sup>th</sup> day of January, 2018.

[Signature]  
Peggy Phillips

Wedgefield Plantation Association

[Signature]  
Jacky L. Walton  
Wedgefield Plantation Association

By: [Signature]  
Its: secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that Wedgefield Plantation Association, by its duly authorized officers, personally appeared before me this day and acknowledged the due executed of the forgoing instrument.

WITNESS my hand and official seal this 17<sup>th</sup> day of January, 2018.

[Signature]  
Kathy J. Blevins

Notary Public for SC  
My Commission expires: 02/23/2025



Instrument  
201800000497

039  
37

Rec # 177997  
Crosby Law Firm

201800000497  
Filed for Record in  
GEORGETOWN SC  
NANDA PREVATTE, REGISTER OF DEEDS  
01-17-2018 At 03:08:53 pm.  
AMENDMENT 8.00  
Book 3195 Page 50 - 37

Wanda J. Prevatt

RECEIVED  
BY: *[Signature]*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN ) AMENDMENT TO BYLAWS OF  
 ) WEDGEFIELD PLANTATION  
 ) ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS,

That at a duly called annual meeting of the Membership of the Wedgefield Plantation Association, the members voted in the affirmative to replace, adopt and add to Article V, Section 4 to include the following;

Article V Section 4

The funds derived from assessments shall be used for the payment of common area maintenance expenses of the subdivision and for any other purpose necessary or desirable in the opinion of the Board of Directors for the general benefit of the subdivision, provided such payments are for properly approved goods and/or services provided to the Wedgefield Plantation Association. The judgement of the Board of Directors in the expenditure of said funds shall be final. Provided, however, no assessment funds shall be used for the original construction of subdivision streets, roads, water system, sewer system and canals.

Witness the hands and seals of Wedgefield Plantation on this 11th day of December, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Wedgefield Plantation Association: ✓

Deanna Phillips  
Witness

BY: Robert L. M. Mahan

Michelle Blythe  
Notary

ITS: President

STATE OF SOUTH CAROLINA )  
  )     PROBATE  
COUNTY OF GEORGETOWN    )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the Wedgefield Plantation Association, by Robert McKahan, its president sign, seal and deliver the within Amendment to Bylaws and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

*Dorothy Phillips*  
Witness

SWORN to before me this  
11<sup>th</sup> day of December, 2019

*Michelle Blythe*  
Notary Public for South Carolina  
My Commission Expires: 6/4/28



201900012691

3000 100

197850 Crosby Law  
201900012691  
Filed for Record in *Sum*  
GEORGETOWN SC  
MARLENE MCCONNELL, REGISTER OF DEEDS  
12-18-2019 At 10:14:04 am.  
AMENDMENT 25.00  
Book 3665 Page 98 - 100

Marlene McConnell



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN ) AMENDMENT TO BYLAWS OF  
 ) WEDGEFIELD PLANTATION  
 ) ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS.

That at a properly noticed and duly called annual meeting of the Membership of the Wedgefield Plantation Association, sufficient members voted in the affirmative to amend and adopt Article XII, Section 1 to include the following:

Article XII Section 1

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office, a record giving the names and addresses of the members entitled to vote. Books and records of the Association may be inspected by any member, in good standing, or his agent or attorney for any proper purpose at any reasonable time, except the following records:

- (a) Individual member accounts receivable records;
- (b) Individual member legal records;
- (c) Unredacted legal invoices.

Witness the hands and seals of Wedgefield Plantation Association on this 20 day of November, 2014.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness

[Signature]  
Notary

Wedgefield Plantation Association:

BY: [Signature]  
ITS: President