

AMENDED AND RESTATED  
BYLAWS OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

BYLAW ONE  
OFFICES

The principal office of the Association shall be located at 616 Edgefield Road, Suite 115, North Augusta, County of Aiken, State of South Carolina.

BYLAW TWO  
PURPOSES AND OBJECTS

In amplification of the purposes for which the Association has been formed, the purposes and objectives are as follows:

- (a) To develop a community designed for safe, healthful, harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in Three Runs Plantation.
- (c) To care for the improvements and maintenance of the common areas, greenways, gateways, public easements, parkways, grass plots, parking areas and any facilities of any kind dedicated to community use and other open spaces and ornamental features of the above-described subdivision known as Three Runs Plantation, which now exist or which may hereafter be installed or constructed in such subdivision.
- (d) To assist the owners in maintaining in good condition and order all vacant and unimproved lots or tracts of land, now existing or that hereafter shall exist in the subdivision, and further assisting the owners of such lots or tracts of land in preventing them from becoming a nuisance and detriment to the beauty of the subdivision and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such nuisance and detriment.
- (e) To aid and cooperate with the members of the Association and all property owners in the subdivision in the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by a majority vote of the members of the Association.
- (f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Three Runs Plantation and their property interest in Three Runs Plantation.
- (g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes, and to

exercise all rights, powers and privileges of ownership to the same extent as natural persons might or could do.

(h) To arrange social and recreational functions for its members.

(i) To establish, promulgate and enforce rules and regulations governing the use of the amenities within Three Runs Plantation.

(j) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the subdivision.

(k) This Association shall not engage in political activity or pursue political purposes of any kind or character.

### BYLAW THREE MEMBERS

(a) Members of the Association shall consist of two classes: Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth as hereinafter set forth, to-wit:

(1) Class A members shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by him in Three Runs.

(2) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot, each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters.

(b) Every beneficial owner, as distinguished from an owner of a security interest, of a residential lot within Three Runs Plantation, shall be a member.

(c) Membership shall include an undertaking by the applicant to comply with and be bound by these Bylaws and the policies, rules and regulations at any time adopted by the Association in accordance with these Bylaws.

(d) Membership in the Association shall terminate on such member's ceasing to be a beneficial owner of a lot within Three Runs Plantation.

(e) At membership meetings, all votes shall be cast in person or by proxy registered with the Secretary.

#### BYLAW FOUR MEETINGS OF MEMBERS

(a) Annual Meeting: An annual meeting of the members for the purposes of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Aiken, State of South Carolina annually. The time and place shall be fixed by the directors.

(b) Regular Meetings: In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings: A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within five (5) days by the President or the Board of Directors, if requested by not less than twenty-five percent (25%) of the members having voting rights.

(d) Notice of Meetings: Written notice stating the place, day, time and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than five (5) days before the date of such meeting.

(e) Quorum: The members holding fifty percent (50%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies: At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail: When officers or directors are to be elected by members, or when there is an act requiring a vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine.

BYLAW FIVE  
BOARD OF DIRECTORS

(a) General Powers: The affairs of the Association shall be managed by the Board of Directors, subject to instructions of the members of the Association at a regular meeting or subject to the approval of the membership as expressed by a vote of the membership.

(b) Number, Tenure and Qualification: The initial Board of Directors shall be comprised of a single director, namely J. Wayne Raiford. Upon Class B members of the Association acquiring voting privileges as more particularly set forth herein, the number of directors shall be no less than three (3). Each director shall be a member of the Association and shall hold office until two (2) annual meetings of the members following his or her original qualification shall have been held and until his or her successor shall have been elected and qualified. Exceptions to the provision for two-year tenure shall be in the case of a director's first taking office following the organizational meeting of the Association. Of the first three (3) directors, two (2) shall hold office until the second subsequent annual meeting and one (1) shall hold office until the third subsequent annual meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two (2) and their initial terms shall be one for one (1) year and the other for two (2) years, with the determination to be by lot.

(c) Regular Meetings: The Board of Directors shall meet regularly at least once every twelve (12) months, at a time and place it shall select.

(d) Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or a simple majority of the directors.

(e) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting, by written notice delivered personally, sent by telephone facsimile, provided confirmation of receipt is obtained, or sent by mail to each director. Any director may waive notice of any meeting.

(f) Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time and without further notice.

(g) Manner of Acting: The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

(h) Vacancies: Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of the increase in the number of directors shall be filled by election by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**BYLAW SIX  
OFFICERS**

(a) Officers: The officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer.

(b) Qualification and Methods of Election: The officers shall be members of the Board of Directors, shall be elected by the Board of Directors and shall serve for a term of one (1) year.

(c) President: The President shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association and shall serve as a member ex officio of all standing committees.

(d) Vice President: The Vice President shall assume the duties of the President during the President's absence.

(e) Secretary: The Secretary shall keep the minutes of all the meetings of the Association and the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be the custodian of all Association records.

(f) Treasurer: The Treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the Board of Directors and pay out funds only on notice signed by the Treasurer and by one other officer. The Treasurer shall be a member ex officio of the finance committee, if one is so created.

(g) Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

**BYLAW SEVEN  
FEES, DUES AND ASSESSMENTS**

(a) Admission Without Fee: Record ownership of a residential building lot, without the necessity for paying a membership fee, shall establish the owner as a member of the Association.

(b) Annual Dues: The annual dues shall be the same for each member and are presently fixed at One Thousand Five Hundred and No/100 (\$1,500.00) Dollars per lot per year, subject to such modification as a majority vote of the Class A members may approve at the annual meeting. In the event that a member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, shall only be subject to the imposition of dues and assessments calculated for a single lot.

(c) Working Capital: Upon the initial sale of a lot(s) by the Developer. Said purchaser shall pay to the Association a one time working capital contribution, presently fixed at One Thousand and No/100 (\$1,000.00) Dollars per lot. Such capital contribution is subject to be changed by majority vote of Class A members at the annual meeting of the Association. In the event that a member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, shall only be subject to the imposition of dues and assessments calculated for a single lot.

(d) Payment of Dues: The annual dues shall be due and payable in advance on the first day of January of each year.

(e) Special Assessments: Special assessments may be levied on members of the Association only by a majority vote of the members of the Association. The procedure for voting on proposed special assessments shall be the same as the procedure provided in these Bylaws for voting on amendments to the Bylaws.

(f) Default in Payment of Dues or Assessments:

(1) When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and be placed on an inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have not rights of any kind arising out of a membership in the Association.

(2) In addition to the foregoing, if any member fails to pay his or her assessments as they become due, on the failure of payment of the assessments after thirty (30) days written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's lot in the subdivision, in favor of the Association and the Association shall have the right to proceed on such claim in accordance with the provisions of The Code of Laws of South Carolina for the foreclosure and enforcement of liens or to commence an action against such member for the collection of the assessments in any court of competent jurisdiction.

(g) Assignment of Dues: In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of such lot the benefit of the paid dues.

#### BYLAW EIGHT FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

BYLAW NINE  
AMENDMENTS

Any proposed amendment to the Bylaws must be submitted in writing at any meeting of the members of the Association. Such proposed amendment shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted and shall be voted on by the members of the Association at a date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) members of the Association, shall be read to the meeting by the Secretary and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by two-thirds (2/3) majority of the members entitled to vote.

BYLAW TEN  
CONFLICT WITH PROTECTIVE COVENANTS

In the event that any provision of the within Bylaws are in conflict with the Protective Covenants of Three Runs Plantation, than and in any event, the Protective Covenants shall take precedence and be determinative of any ambiguity.

IN WITNESS WHEREOF, Three Runs Plantation Homeowners Association, Inc. has caused these presents to be signed, sealed and delivered as of the 11<sup>th</sup> day of September, 2014.

Signed, sealed and delivered  
In the presence of:

Barbara J. Trines  
Witness

Cristel Brown  
Notary Public

THREE RUNS PLANTATION  
HOMEOWNERS ASSOCIATION, INC.

By: J. Wayne Raiford  
J. Wayne Raiford, President  
[CORPORATE SEAL]



2018004535  
AMENDED COVENANTS  
RECORDING FEES \$11.00  
PRESENTED & RECORDED  
02-28-2018 08:34 AM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
BY: JENNIFER YOUNG DEPUTY  
BK: RB 4707  
PG: 1748 - 1752

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

**SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION  
AND FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS  
OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.**

THE SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION AND FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. is made and published this 23 day of FEBRUARY, 2018 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants were amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4611, Page 528, Record Book 4669, Page 1105 and Record Book 4676, Page 1264, Aiken County Records; and

WHEREAS, the Covenants provide that so long as the Developer shall hold title to any real property subject to the Covenants, the Developer as well as its successors and assigns, as the case may be, shall have the right, exercisable at any time and from time to time, to amend or to grant exception to these Declarations; and

WHEREAS, the Developer and the Association heretofore recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (the "Bylaws"); and

WHEREAS, the Bylaws provide that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote; and

WHEREAS, as set forth in Section Three of the Bylaws, the Developer, as the Class A member, holds the voting privileges necessary to amend the Bylaws; and

WHEREAS, the Liaison Committee comprised of owners within Three Runs have requested that the Developer amend the Covenants and Bylaws in certain respects regarding governance and operation of the Three Runs Plantation Homeowners Association, Inc. (the "Association") once the Developer turns over full control of the Association to the Members; and

WHEREAS, the Developer is agreeable to amending the Covenants and Bylaws as requested by the Liaison Committee;

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The following is hereby added to Article V(1)(B) of the Covenants:

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. Notwithstanding anything to the contrary contained herein, the Class B members are entitled to hold elections for the new Board at such time as they deem appropriate in order to effectuate a seamless transition from Developer's relinquishment of its declarant rights. However, such an election will grant no actual authority to the elected directors until such time as Developer provides written notice of its relinquishment of declarant rights and such notice is recorded in the Register of Deeds Office for Aiken County, South Carolina. During the transition period, Developer will reasonably cooperate with the prospective directors in order to facilitate the turnover.

(2) The following is hereby added to Article VI(2) of the Covenants:

The foregoing notwithstanding, upon Class B members of the Association becoming Class A members, the following procedure shall be following with respect to establishing assessments: The Board of the Directors of the Association shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. The Board shall send a copy of the budget to each member at least thirty (30) days prior to the effective date of such budget. The budget shall automatically take effect on the date specified by the Board unless members entitled to cast at least seventy-five percent (75%) of the votes in the Association veto such budget at a meeting of the members. The Board shall have no duty to call a meeting of the members except upon receipt, within ten (10) days after the budget is sent to

each member, of a petition signed by the members as required for a special meeting pursuant to the Bylaws. The Board may revise the budget from time to time during the fiscal year to reflect unanticipated expenses or changes in anticipated expenses, as the Board deems appropriate. The Board shall provide a copy of any revised budget to the members and the members shall have a right to veto any change from the budget previously in effect in the same manner as described above. If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year. If, in any given year, the amount of the annual assessment increases by an amount in excess of five (5%) percent over the previous year's assessment, such increase shall only take effect if approved by an affirmative vote of at least 75% of the members of the Association.

- (3) The following is hereby added to Bylaw Three, Section (a)(2):

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time.

- (4) The following is hereby added to Bylaw Five, Section (b):

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time.

- (5) The following is hereby added to Bylaw Seven, Section (b):

The foregoing notwithstanding, upon Class B members of the Association becoming Class A members, the following procedure shall be following with respect to establishing assessments: The Board of the Directors of the Association shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. The Board shall send a copy of the budget to each member at least thirty (30) days prior to the effective date of such budget. The budget shall automatically take effect on the date specified by the Board unless members entitled to cast at least seventy-five percent (75%) of the votes in the Association veto such budget at a meeting of the members. The Board shall have no duty to call a meeting of the members except upon receipt, within ten (10) days after the budget is sent to each member, of a petition signed by the members as required for a special meeting pursuant to the Bylaws. The Board may revise the budget from time to time during the fiscal year to reflect unanticipated expenses or changes in anticipated expenses, as the Board deems appropriate. The Board shall provide a copy of any revised budget to the members and the members shall have a right to veto any change from the budget previously in effect in the same manner as described above. If a budget is not







2019021833  
AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED  
08-29-2019 04:31 PM  
JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
BY: VIRGINIA DUNN DEPUTY  
BK: RB 4798  
PG: 85 - 87

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS AND  
SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
DATED SEPTEMBER 11, 2014

This Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 29<sup>th</sup> day of August, 2019, by and between TR SALFS PLANTATION, LLC (hereinafter the "Developer") and THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Parties herein recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws");

WHEREAS, the Parties herein recorded those certain Amended and Restated Protective Covenants of the Association in Record Book 4519, Page 2260 and further amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4611, Page 528, Record Book 4669, Page 1105 and Record Book 4676, Page 1264, Aiken County Records (hereinafter the "Covenants");

WHEREAS, the Parties herein recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote; and

NOW THEREFORE, the parties hereby delete Bylaw Three (a)(2) and a new Bylaw Three (a)(2) is substituted to read as follows:

"(2) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members at a special joint meeting with the Developer, shall become Class A members and Developer will turn over control of the Association to the members. This joint special meeting shall be held no later than January 9, 2020. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A



member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters."

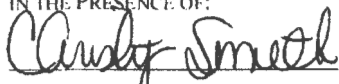
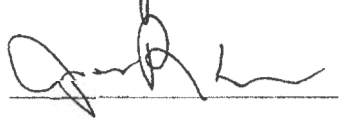
NOW THEREFORE, the parties hereby delete Article V(1)(B) of the Covenants and a new Article V(1)(B) is substituted to read as follows:

"(B) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members at a special joint meeting with the Developer, shall become Class A members and Developer will turn over control of the Association to the members. This joint special meeting shall be held no later than January 9, 2020. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters."


This amendment to the Bylaws and Covenants was adopted on the 26<sup>th</sup> day of August, 2019.

IN WITNESS WHEREOF, THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused this SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROJECTIVE COVENANTS and SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS DATED SEPTEMBER 11, 2014 to be executed and its corporate seal to be affixed and has caused the foregoing to be attested by its duly authorized officers, this 26<sup>th</sup> day of August, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
  
\_\_\_\_\_

TR SALES PLANTATION, LLC – Class A  
Member

BY:   
\_\_\_\_\_  
J. Wayne Rufford, Member

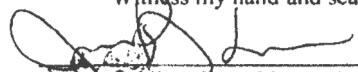


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

ACKNOWLEDGEMENT

I, the undersigned Notary, do hereby certify that J. WAYNE RAIFORD personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of TR SALES PLANTATION, LLC.

Witness my hand and seal, this 28<sup>th</sup> day of August, 2019.

  
Notary Public, State of South Carolina  
My Commission Expires: June 02, 2025



Joan R Lester  
Notary Public  
State of South Carolina  
Commission Expires June 02, 2025



THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
THIRD AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
DATED SEPTEMBER 11, 2014

This Third Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 25<sup>th</sup> day of May, 2021, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws"), which have been further amended by instruments recorded in Record Book 4704, Page 1748 and Record Book 4798, Page 85;

WHEREAS, Bylaw Three, Paragraph (e) provides that at membership meetings "all votes shall be cast in person or by proxy registered with the secretary;"

WHEREAS, Bylaw Four, Paragraph (f) provides that "at any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member;"

WHEREAS, Bylaw Four, Paragraph (g) provides that when there are "officers or directors...to be elected by members, or when there is an act requiring a vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the board of directors shall determine;"

WHEREAS, The Association is organized as a non-profit corporation under South Carolina law;

WHEREAS, S.C. Code Ann. § 33-31-708(a) provides that non-profit corporations may use electronic ballots, "unless prohibited or limited by the articles or bylaws" of the corporation;

WHEREAS, the Bylaws and the articles of incorporation of the Association do not presently limit or prohibit the use of electronic ballots;

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote and such two-thirds (2/3) of the members have approved this amendment:

NOW THEREFORE, the parties hereby amend Bylaw Four of the Bylaws by adding the following section (h), which reads as follows:

"(h) Electronic Voting: Notwithstanding any other provision of these bylaws to the contrary, whenever a vote of the members is required for any action or election under these bylaws, such election or action may be conducted using electronic ballots in such manner as the board of directors shall determine and in accordance with S.C. Code Ann. § 33-31-708. Further,



2022013839  
AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED  
05-12-2022 11:09 AM  
JUDITH WARNER  
REGISTER OF DEEDS  
AIKEN COUNTY, SC  
BY: QUINLAN BATES DEPUTY  
BK: RB 5020  
PG: 976 - 977

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
FOURTH AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
DATED SEPTEMBER 11, 2014

This Fourth Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 23<sup>rd</sup> day of April, 2022, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws"); and

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, the Association has recorded that certain Eighth Amendment to the Amended and Restated Declaration of Protective Covenants and Third Amendment to the Amended and Restated Bylaws of the Association in Record Book 5012, Page 1697; and

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote; and

NOW THEREFORE, the parties hereby delete Bylaws Five (b) and Five (e) and a new Bylaws Five (b) and Five (e) are substituted to read as follows:

5. (b) Number, Tenure and Qualification: The number of directors shall be no less than three (3). Each director shall be a member of the Association and shall hold office for two (2) years and until his or her successor board member is elected and qualified in accordance with the Association's policies, procedures and the bylaws. Any increase in the number of directors shall be in units of two (2) and their initial terms shall be one for one (1) year and the other for two (2) years, with the determination to be by lot.
5. (e) Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to such meeting, by written notice

delivered personally, sent by electronic mail, provided confirmation of receipt is obtained, or sent by mail to each director. Any director may waive notice of any meeting.

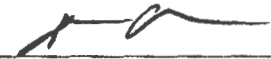
These amendments to the Bylaws were adopted on the 23<sup>rd</sup> day of April, 2022.

IN WITNESS WHEREOF, THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused this Fourth AMENDMENT TO THE AMENDED AND RESTATED BYLAWS DATED SEPTEMBER 11, 2014 to be executed and its corporate seal to be affixed and has caused the foregoing to be attested by its duly authorized officers, this 12 day of May, 2022.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

THREE RUNS PLANTATION HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Doug Cwik, as its Board President


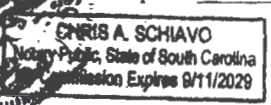
  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF AIKEN                )

ACKNOWLEDGEMENT

I, the undersigned Notary, do hereby certify that DOUG CWIK personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

Witness my hand and seal, this 12<sup>th</sup> day of May, 2022.

  
Notary Public, State of South Carolina  
Commission Expires: \_\_\_\_\_  
  
CHRIS A. SCHIAVO  
Notary Public, State of South Carolina  
Commission Expires 8/11/2029

2

2023017532

AMENDED COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED

08-10-2023 01:53 PM

JUDITH WARNER  
REGISTER OF DEEDS & CONVEYANCE  
AIKEN COUNTY SC  
BY QUINLAN BATES DEPUTY

BK: RB 5106

PG: 1067 - 1068

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
FIFTH AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
DATED SEPTEMBER 11, 2014

This Fifth Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 24<sup>th</sup> day of February, 2023, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws"); and

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, the Association has recorded that certain Eighth Amendment to the Amended and Restated Declaration of Protective Covenants and Third Amendment to the Amended and Restated Bylaws of the Association in Record Book 5012, Page 1697; and

WHEREAS, the Association has recorded that certain Fourth Amendment to the Amended and Restated Bylaws of the Association in Record Book 5020, Page 976-977; and

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote;

NOW THEREFORE, the parties hereby delete Bylaw Five (c), and substitute new language for that section, and add a new Bylaw Five (i) to read as follows:

5. (c) Regular Meetings: The Board of Directors shall meet monthly, at a regular time, place and manner it shall select. The Annual Meeting may be counted as a Regular Meeting. All Regular Meetings shall be conducted in open session and allow for Member input at each regular meeting as part of the agenda prior to adjournment. Board voting shall be conducted in open session during Regular or Special Meetings.

(1) The Board shall prepare an annual operating budget which shall be adopted at the last Board Meeting prior to the start of the new the fiscal year. As part of the annual budget, the Board will:



**2024020841**  
BY LAWS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED:  
**08-30-2024 01:58 PM**  
**JULIE STUTTS**  
REGISTER OF DEEDS  
AIKEN COUNTY, SC  
BY: DOLLIE VILLANUEVA DEPUTY  
**BK: RB 5182**  
**PG: 956 - 957**

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
SIXTH AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
DATED SEPTEMBER 11, 2014

This Sixth Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 18<sup>th</sup> day of July, 2024, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws"); and

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, the Association has recorded that certain Eighth Amendment to the Amended and Restated Declaration of Protective Covenants and Third Amendment to the Amended and Restated Bylaws of the Association in Record Book 5012, Page 1697; and

WHEREAS, the Association has recorded that certain Fourth Amendment to the Amended and Restated Bylaws of the Association in Record Book 5020, Page 976-977; and

WHEREAS, the Association has recorded that certain Fifth Amendment to the Amended and Restated Bylaws of the Association in Record Book 5106, Page 1067-1068; and

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote:

NOW, THEREFORE, the parties hereby add a new Bylaw Five (j) to read as follows:

5. (j) Term Limits: Each Director who has been elected to a term of office as set forth in Bylaw 5(b) or has been elected by the Board of Directors as set forth in Bylaw 5(h) may serve a maximum of two consecutive terms. Persons having served two consecutive terms are not eligible to be re-elected as a Director until two years from the date of their last service as a Director. Persons having served any two terms, consecutively or not consecutively, are no longer eligible to be elected by the Board as a Director. For the purpose of calculating these term limits, if a Director

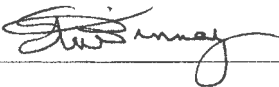

has served at least half of a term (one year). that term is counted as a full term. If a Director has served less than half a term (less than one year), that service is not counted towards the term limit.

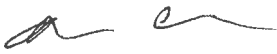
This amendment to the Bylaws was adopted on the 18<sup>th</sup> day of July, 2024.

IN WITNESS WHEREOF, THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused this Sixth AMENDMENT TO THE AMENDED AND RESTATED BYLAWS DATED SEPTEMBER 11, 2014 to be executed and its corporate seal to be affixed and has caused the foregoing to be attested by its duly authorized officers, this 30<sup>th</sup> day of August, 2024.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

THREE RUNS PLANTATION HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_

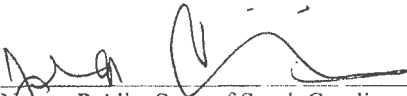
By:   
\_\_\_\_\_  
Doug Cwik, as its Board President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF AIKEN                    )

ACKNOWLEDGEMENT

I, the undersigned Notary, do hereby certify that DOUG CWIK personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

Witness my hand and seal, this 30<sup>th</sup> day of August, 2024.

  
\_\_\_\_\_  
Notary Public, State of South Carolina  
My Commission Expires: 4/20/2023

