

Timothy J. Haney

**AMENDED AND RESTATED BY-LAWS
OF
SUGAR CREEK VILLAS RECREATION ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Sugar Creek Villas Recreation Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 148 Tanager Circle, Greer, South Carolina, 29650 but meetings of members and directors may be held at such places within the State of South Carolina, County of Greenville as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Sugar Creek Villas Recreation Association, Inc., its successors and assigns. "Association" shall also mean "Recreation Association".

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. "Common Area" shall also mean the swimming pool, bathhouse, tennis courts and private street known as Tanager Circle.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. "Lot" shall also mean patio home lots.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or condominium unit which is a party of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Register of Mesne Conveyance of Greenville County, South Carolina, including any additions or amendments thereto.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of these By-Laws.

Section 8. "Unit" shall mean and refer to any condominium unit in Sugar Creek Horizontal Property Regime as defined in the Declaration (Master Deed) and any amendments thereto.

Section 9. “Fiscal Year” The Fiscal year of the Association shall be the calendar year, unless a different fiscal year is selected by the Board of Directors.

**ARTICLE III
MEMBERSHIP AND PROPERTY RIGHTS**

Section 1. Membership. Every owner of a lot or condominium unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or condominium unit subject to assessment. The voting rights of the members shall be as provided by the Declaration.

Section 2. Property Rights. Each member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to residents, his tenants, or guest. The rights and privileges of such tenants and guests are subject to suspension to the same extent as those of the member.

**ARTICLE IV
MEETING OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the members shall be held at a time and place and on a date as specified by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members. No meeting shall be called on a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to five percent (5%) of all the votes of the membership.

Section 3. Notice of Meetings. Notice of all meetings of members stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary or Manager unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived in writing either before or after meetings, and attendance at any meeting by a member shall be deemed a waiver of the notice requirements with respect thereto unless such member delivers written objection of failure to comply with such notice requirements to the person presiding at the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or presented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designate therein and must be filed with the Manager before the appointed time of the meeting.

ARTICLE V BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association. Only one member of a household or ownership group shall be eligible to serve as a Director at a time.

Section 2. Term of Office. Directors shall serve for a term of two years, or until their successors shall have been elected. Directors may be reelected for a consecutive two-year term; however, no individual who has served two consecutive terms shall be eligible to seek a subsequent term until one year after the expiration of the second term of his/her election.

Section 3. Manner of Election. The directors shall be chosen by ballot at the meeting of members or at any meeting held in place thereof. Each Director when elected shall serve, unless removed as hereinafter set forth, until the annual meeting of members at which his term expires and until his successor is elected.

Section 4. Removal. Any director or directors may be removed at any time, with or without cause, by vote of a majority of the total vote of the Association at any regular or special meeting thereof, and the removed director may be replaced by a majority of the total vote of the Association at any regular or special meeting thereof.

Section 5. Compensation. Compensation of directors, if any, shall be determined by the members of the Association.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Organization Meeting. The Board of Directors as constituted after the election of new Directors at the annual meeting of members, shall hold a Board organization meeting with (30) days after the meeting at such time and place as shall be fixed by the Directors.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each month at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by telephone or email or other writing prior to the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or Vice-President or Manager or by a majority of the Board of Directors, and must be called by such officers upon receipt of a phone, email or written request from any three of the directors.

Section 4. Quorum. A majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of business at any meeting but a smaller number may adjourn the meeting to a future time.

**ARTICLE VII
POWER AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreation facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a property management company, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) Employ attorneys to represent the Association when deemed necessary.

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 members who are entitle 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, to:
- (1) Fix the amount of the annual assessment against each lot and condominium unit subject to assessment at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, 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. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance of the real and personal property owned by the Association;
- (f) Cause all property management companies having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Manager. The Board of Directors shall employ a person or corporation professionally competent in property management to serve as Manager of the Association, such employment to be authorized by vote of a majority of the whole board. The Manager shall be paid such compensation as shall be determined by vote of a majority of the whole, and shall serve until discharged by vote of a majority of the whole board.

Section 2. Elected Officers. The Board of Directors, by vote of a majority of the whole board, shall elect annually from the membership of the Association a President and a Vice-President, each of whom shall be a director, together with a Secretary and a Treasurer, may be removed at any meeting by vote of a majority of the whole board. No person may hold more than one such office at the same time. Such officers shall serve without compensation.

Section 3. Powers and Duties of Manager. The Manager shall perform all the duties of the Association as provided in the Act, the Declaration and these By-Laws (including all powers necessary and proper for carrying out such powers and duties), delegated to him or her and under the supervision and with the consent of the Directors, excepting only those powers and duties specifically and exclusively assigned by the Act, the Declaration of these By-Laws, to be

exercised by the other officers, the Board of Directors, or the membership of the Association. The Manager's duties shall include but not be limited to the following:

- (a) To report on state of the condominium at the monthly meetings of the Board of Directors, and at special board meetings called for that purpose, in such detail as shall be required by the Board.
- (b) To manage the affairs of the Association in conformance with the Act and the condominium documents, including, without limitation, supervision of employees of the Association, purchase of supplies and equipment as authorized by the Board of Directors, and supervision of performance of contracts to which the Association is a party.
- (c) To have custody of all property of the Association, including funds, securities and evidences of indebtedness; to keep the assessment rolls and accounts of the members; and to keep the books of the Association with good accounting practices as approved by the public accountant of the Association appointed from time to time by the Board of Directors.
- (d) To attend all members' meetings and all Board of Director's meetings which are agreed upon by the Board of Directors and the Manager.

Section 4. Officer Duties.

President

- (a) The President shall preside at meetings of the members and meetings of the Board of Directors, and shall appoint such committees of the Association or the Board of Directors with approval by the Board as they determine to be appropriate in the conduct of the affairs of the Association. He shall exercise such other powers and perform such other duties as shall be prescribed by the directors.

Vice-President

- (b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Secretary

- (c) The Secretary shall keep the minutes of all proceedings of the directors and members. He shall keep the records of the Association, except those of the Manager, and shall perform such other duties incident to the office of Secretary as may be required by the directors or the President.

Treasurer

- (d) The Treasurer shall review the financial reports provided to the Board by the property manager, report any discrepancies and follow up on correction each month. In connection with the property manager, the Treasurer shall prepare the annual budget and short- and long-term financial forecasts and perform other such duties as requested by the Directors.

**ARTICLE IX
FISCAL MANAGEMENT OF THE ASSOCIATION**

The provisions for fiscal management of the Association set forth in the Declaration and elsewhere in these By-Laws shall be supplemented by the following provisions:

Section 1. Assessment Roll. The assessment roll shall be maintained, by the property manager, in a set of accounting books in which there shall be an account for each member of the Association. Such an account shall designate the name and address of the member, the amount of each assessment against the member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

Section 2. Budget.

- (a) The property manager will work closely with the Board of Directors to prepare a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:
- (1) Common expense budget:
 - i. Casualty insurance.
 - ii. Liability insurance.
 - iii. Administration.
 - iv. Water and sewer charges if any.
 - v. Charges for electricity and gas used in common areas.
 - vi. Other.
 - (2) Proposed assessments against each member:
 - i. Common expense budget.
 - ii. Other.
- (b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.
- (c) Financial Forecasting and Planning: The Property Manager will assist the Board of Directors in preparing short and long-term financial plans. These financial documents will take into consideration Reserve Study recommendations and capital expenditures to insure

appropriate upkeep of the property over the years. Realistic costs will be used in the calculations. Regime fees and special assessments will be based on these financial results.

(d) The Board of Directors must obtain a current Reserve Study analysis every seven years.

Section 3. Bank Accounts. The depository of the Association shall be such bank of the Association as identified by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by and electronic transactions authorized by the Manager.

Section 4. Audit of Accounts. An audit of the accounts of the Association shall be made annually by a certified public accountant, or firm of accountants, and a copy of the report of such accountant with respect thereto shall be furnished to each member not later than end of the second quarter of the year following the year for which the report is made. This report shall be made to the Board of Directors.

Section 5. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least an amount equal to one-sixth of the estimated total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE X INDEMNIFICATIONS

The Association shall indemnify any Director or Officer or former Director or Officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudicated in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, provided, however, Declarant is specifically excluded from coverage contemplated by this Article.

ARTICLE XI COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subjected to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Property Management Company, where copies may be purchased at a reasonable cost.

**ARTICLE XIII
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments for each lot or condominium unit subject to assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permissible, by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of 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 non-use of the Common Area or abandonment of his lot or condominium unit.

**ARTICLE XIV
AMENDMENTS**

Section 1. Amendments to the By-Laws shall be proposed and adopted at any Annual or Special meeting of the Members by a vote of two-thirds (2/3s) of the total vote of the Association.

IN WITNESS WHEREOF, Sugar Creek Villas Recreation Association, Inc. has by its duly authorized officer caused these Amended and Restated By-Laws of Sugar Creek Villas Recreation Association, Inc. to be executed under seal, and by executing these Amended and Restated By-Laws of Sugar Creek Villas Recreation Association, Inc., the undersigned duly authorized officer acknowledges, affirms, and certifies that these Amended and Restated By-Laws of Sugar Creek Villas Recreation Association, Inc. have been duly approved, adopted, and authorized.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

SUGAR CREEK VILLAS RECREATION
ASSOCIATION, INC.

Sina R. Christopher
(witness #1)

By: John S. Taylor (L.S.)

Print Name: John S. Taylor

Sharon Fortna
(witness #2)

Its.: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

ACKNOWLEDGEMENT

I, Clinton Morrison, Notary Public for the State of South Carolina, do hereby certify that Sugar Creek Villas Recreation Association, Inc., by John S. Taylor, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of June, 2021.

Clinton Morrison
Notary Public for South Carolina
My Commission Expires: 9-25-2027

