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BEAUFORT COUNTY SC- ROD
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DATE: 04/01/2009 04:50:46 PM
INST # 2009018296 RCPT# 580332

**AMENDED BYLAWS
OF
MARSH ISLAND OWNERS' ASSOCIATION, INC**

ARTICLE I

NAME AND LOCATION. The name of the association is Marsh Island Owners' Association, Inc., hereinafter referred to as the "Association". The Association shall be located at Hilton Head Island, Beaufort County, South Carolina.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Marsh Island Owners' Association Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, together with such commonly owned rights of use and easements as may be set forth in the Declaration or otherwise acquired.

Section 4. "Declaration", or "this Declaration," shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded in the office of the Register of Deeds of Beaufort County, South Carolina, ("ROD Office") in Book 496 at Page 1366 as the same may be amended from time to time, together with any and all supplementary Declarations which may be recorded from time to time pursuant to the provisions of Article II of said declaration or any other provision of said Declaration.

Section 5. "Lot" shall mean and refer to any improved or unimproved parcel of land shown upon any recorded final subdivision, parcel or area map of any parcel of the Association project with the exception of the Common Area as heretofore defined.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Subdivision" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS. An annual meeting of the Members of the Association shall be held each year at a time and place determined by the Board of Directors.

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 vote Twenty-Five Percent (25%) of all votes of the membership.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least forty-five (45) days before such meeting to each Member entitled to vote thereat, addressed to the Members address last appearing in the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented 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 and represented.

Section 5. PROXIES. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board, who must be Members of the Association. The Board shall consist of (3) Members.

Section 2. TERM OF OFFICE. At each annual meeting the Members shall elect one director for a term of three (3) years.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. 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 approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for the election to the Board shall be made by written petition signed by the Owner (s) of at least two (2) Lots within the subdivision, such petition to be filed with the Secretary prior to the meeting called for the purpose of electing directors.

Section 2. ELECTION. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast one vote for each Lot owned. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board shall be held at least annually, at a time and place determined by the Board.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **POWERS.** The Board shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessments levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (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 Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. **DUTIES.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its 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 entitled to vote;
- (b) supervise all officers, agents, and employee 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 at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (3) to foreclose, at the Directors' discretion, the lien against any property Lot 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 and hazard insurance on the property owned by the Association;
- (f) cause the Common Area to be maintained.

ARTICLE VIII OFFICIERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES. The officers of the Association will be the President, Treasurer, and Secretary.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. TERM. The officers shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. DUTIES. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board and of the Members, shall see that orders and resolutions of the Board and the Association are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall sign all Association legal documents.

Secretary

- (a) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (b) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks (except that for all checks in excess of \$5,000.00, the signature of a second officer shall be required) and promissory notes of the Association; keep proper books; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Board may appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for the inspection by any Member by written request to the Secretary. Copies of documents may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member may be obligated from time to time to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which 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 rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area of abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "MARSH ISLAND OWNEERS' ASSOCIATION" or an appropriate abbreviation thereof.

**ARTICLE XIII
AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

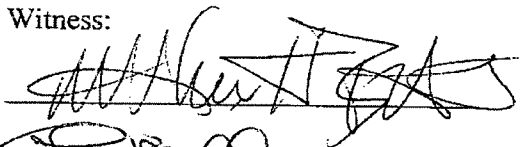
**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

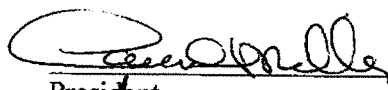
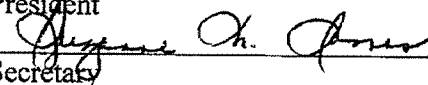
The undersigned President and Secretary of the Association hereby affirm that these Bylaws were amended at a regular meeting of the Members held on Nov. 9, 2008 by a vote of a majority of a quorum of Members present in person or by proxy at the meeting.

Dated this 15 day of December, 2008

Witness:



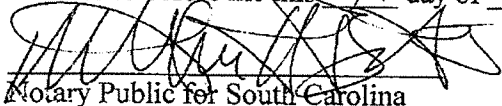

Witness


President

Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT
) under S.C. Code § 30-5-30(C)

I, the undersigned notary public, do hereby certify that the within named President and Secretary of the Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this 15 day of December, 2008.



Notary Public for South Carolina

My Commission Expires: ~~My~~ **Commission Expires**
July 24, 2012

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able

BEAUFORT COUNTY SC-ROD
BK 3738 Pgs 1212-1219
INST# 2019008428 RCPT#921555
DATE: 02/18/2019 12:22:08 PM
REC FEES: \$14.00
CO\$0.00 ST\$0.00 TR\$0.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
AMENDED AND RESTATED BYLAWS
OF MARSH ISLAND HOMEOWNERS'
ASSOCIATION

WHEREAS, the Bylaws of Marsh Island Homeowners' Association were last amended by a vote of the members on November 9, 2008, and evidenced by Amended Bylaws dated December 15, 2008 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2827 at Page 2222 on April 1, 2009; and,

WHEREAS, at the annual meeting on November 2, 2014 amendments to said Bylaws were unanimously adopted by the Members, such amendments included herein in these Amended and Restated Bylaws of Marsh Island Homeowners' Association

NOW THEREFORE:

ARTICLE I Name and Location

NAME AND LOCATION. The name of the association is Marsh Island Homeowners' Association, hereinafter referred to as the "Association". The Association shall be located at Hilton Head Island, Beaufort County, South Carolina.

ARTICLE II Definitions

Section 1. "Association" shall mean and refer to Marsh Island Homeowners' Association, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common uses and enjoyment of the Owners, together with such commonly owned rights of use and enjoyment of the owners, together with such commonly owned rights of use and easements as may be set forth in the Declaration or otherwise acquired.

Section 4. "Declaration", or "this Declaration," shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, ("ROD Office") in Book 496 at Page 1366 as the same may be amended from time to time, together with any and all supplementary Declarations which may be recorded from time to time pursuant to the provisions of Article II of the Declaration or any other provision of the Declaration.

Section 5. "Lot" shall mean and refer to any improved or unimproved parcel of land shown upon any recorded final subdivision, parcel or area map of any parcel of the Association project with the exception of the Common Area.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided for in the Declaration.

Section 7. "Owner" Shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Subdivision " shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

Meeting of Members

Section 1. ANNUAL MEETINGS. An annual meeting of the Members of the Association shall be held each year at a time and place determined by the Board of Directors.

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 vote Twenty-Five Percent (25%) of all votes of the membership.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by emailing to the Member's current email address listed on the Association's records or by mailing to the Member's address last appearing in the books of the Association, or supplied by such Member to the Association for the purpose of notice, a copy of such notice, at least thirty (30) days before such meeting to each member entitled to vote thereat, . Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or the Bylaws. If, however, such quorum shall not be present or represented 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 and represented.

Section 5. PROXIES. At all meetings of the Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE IV
Board of Directors: Selection: Term of Office

Section 1. NUMBER. The affairs of the Association shall be managed by a Board, who must be Members of the Association. The Board shall consist of three (3) Members.

Section 2. TERM OF OFFICE. At each annual meeting the Members shall elect one director for a term of three (3) years.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause by a majority vote of the Members. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. 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 approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
Nomination and Election of Directors

Section 1. NOMINATION. Nomination for the election to the Board shall be made by written petition signed by the Owner(s) of at least two (2) Lots within the subdivision, such petition to be filed with or emailed to the Secretary prior to the meeting called for the purpose of electing directors.

Section 2. ELECTION. Election to the Board shall be by written ballot at the annual meeting. At such election the Members or their proxies may cast one vote for each Lot owned. The persons receiving the largest number of votes shall be elected.

ARTICLE VI
Meetings of Directors

Section 1. REGULAR MEETINGS. Regular meetings of the Board shall be held at least annually, at a time and place determined by the Board.

Section 2.. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held

when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Power and Duties of the Board of Directors

Section 1. POWERS. The Board shall have the power to:

- (A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of Members and their guests thereon, and to establish penalties for the infraction thereof;
- (B) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessments levied by the association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (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 the Bylaws, the Articles of Incorporation, or the Declaration;
- (D) Declare the office a Member of the Board to be vacant in the event such Board Member sells his/her Lot or is otherwise no longer a Lot owner, or shall be absent from three (3) consecutive regular meetings of the Board;
- (E) In the event of a vacancy on the Board of Directors the remaining Board Members may appoint a replacement Board Member;
- (F) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (A) Cause to be kept a complete record of all its corporate affairs and to present a statement thereof to the members at the Annual meeting of the Members, or any Special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (B) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

- (C) As more fully provided in the Declaration to:
- (I) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) to foreclose, at the Directors' discretion, the lien against any Lot 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 and hazard insurance on the property owned by the Association; and,
- (G) Cause the Common Area to be maintained.

ARTICLE VIII. Officers and Their Duties

Section 1. ENUMERATION OF OFFICES. The officers of the Association will be the President, Treasurer, and Secretary.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. TERM. The officers shall hold office for one (1) year unless such officer resigns, or shall be removed, or is otherwise disqualified to serve.

Section 4. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. DUTIES. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board and of the Members, shall see that orders and resolutions of the Board and the Association are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall sign all Association legal documents.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks (except that all checks in excess of \$5,000.00, the signature of a second officer shall be required) and promissory notes of the Association; keep proper books; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX
Committees**

The Board may appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
Books and Records**

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for the inspection by any Member by written request to the Secretary. Copies of documents may be purchased at reasonable cost.

ARTICLE XI
Assessments

As more fully provided in the Declaration, each Member may be obligated from time to time to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which 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 rate of eight (8%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability of the assessment provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XII
Corporate Seal

The Association may have a seal in circular form having within its circumference the words: "MARSH ISLAND HOMEOWNERS' ASSOCIATION" or an appropriate abbreviation thereof.

ARTICLE XIII
Amendments

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Declaration shall control.

ARTICLE XIV
Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

The undersigned President and Secretary of the Association hereby affirm that these Bylaws were amended at a regular meeting of the Members held on November 11, 2018 by a vote of a majority of a quorum of Members present in person or by proxy at the meeting.

Dated this 4th day of February, 2019.

WITNESS:

MARSH ISLAND HOMEOWNERS'
ASSOCIATION

[Signature]
[Signature]

By: [Signature]
Its: President

BY [Signature]
Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina do hereby certify that,
Phil Hartman & Dave Ermanda personally appeared before me, and having satisfactorily
proven to be the person whose name is subscribed above, has acknowledged the due execution of
the within instrument.

WITNESS MY OFFICIAL SEAL this the 4th day of February, 2019.

[Signature]
Signature of Notary Public

Racheal D. Johnson
(Type or Print Notary's Name)

Notary Public for:

My Commission Expires

