



BP0317504

RMC BK 0317 Pg 504 : pg 1 \*

**BYLAWS  
OF  
LAUREL GROVE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME**

The name of The Homeowners Association is LAUREL GROVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

**ARTICLE II**

**OBJECTS AND PURPOSES**

The Association does not contemplate a pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to provide for the orderly administration and performance of the duties and responsibilities set forth in the Declaration of Covenants, Conditions and Restrictions for Laurel Grove Subdivision, Mount Pleasant, South Carolina, dated September 29, 2004, and recorded in the RMC Office for Charleston County on September 30, 2004, in Book F-511, at Page 531, as amended from time to time ("Declaration").

The Association shall also have and may exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation law of the State of South Carolina may now or hereafter have or exercise.

**ARTICLE III**

**MEMBERSHIP AND VOTING RIGHTS**

The membership and voting rights set out in Article III of the Declaration, as the same may be amended from time to time, are adopted as part of the Bylaws of the Association and are incorporated herein by express reference.

**ARTICLE IV**

**MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The annual meeting of the members was recently held on the 28th day of January, 2013 in Mount Pleasant, South Carolina. Each subsequent annual meeting shall be held on the last Monday of January, or at such other date as the Board shall designate, in Mount Pleasant, South Carolina in each and every year.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by a majority of the members of the Board, or upon written request of the members entitled to one-half (1/2) of the votes.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a Substitute Annual meeting may be called in accordance with Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4. Place of Meetings. All meetings of the members shall be held at such place, within Mount Pleasant, South Carolina, as shall be determined by the Board of the Association.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than fifteen (15) days nor more than sixty (60) days before the date of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes thereof.

Section 6. Quorum. The presence at the meeting of twenty-five (25%) percent of the Members shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote at such meeting shall have the 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 7. Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Board prior to the meeting. Failure by any member to attend the meeting or return the proxy provided by the Association shall be deemed a vote in favor of the decision made by a majority of the Members voting in person or by proxy.

Section 8. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept in the Association minute book.

## ARTICLE V

### ESTABLISHMENT OF BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors ("Board") or by such committees as the Board may establish pursuant to these Bylaws.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be five (5). The members shall elect two (2) directors to serve for a term of three (3) years, two (2) directors to serve for a term of two (2) years and one (1) director to serve for a term of one (1) year. At each annual meeting the members shall elect the number of directors needed to fill the space left by the director whose term is due to expire. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors must be members of the Association.

Section 3. Election of Directors. The Directors shall be elected at the annual meeting of the Members. Cumulative voting is not permitted. Nomination for election of the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman and two or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

Section 4. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in the office and shall represent the same member organization as his predecessor.

Section 5. Chairman of Board. There may be a Chairman and a Vice-Chairman of the Board elected by the Directors from their number at any meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board.

Section 6. Reimbursement and Compensation. The Board may provide for the payment of any or all expenses incurred by the Directors in attending regular and special meetings of the Board; however, no Director shall receive compensation for services rendered to the Association in the capacity of director.

Section 7. Committees of the Board of Directors. The Board, by resolution adopted by a majority of the number of Directors fixed by these Bylaws, may designate two or more Directors to constitute an Executive Committee and other committees, each of which, to the extent authorized by law and provided in such resolution, shall have and may exercise all of the authority of the Board in the management of the Association. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, of any responsibility or liability imposed upon him or it by law.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the following powers:

- (a) to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (b) to 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 without good cause;
- (c) to employ such employees as it deems necessary to carry out the purposes of the Association

and describe their duties and to select and employ a management entity to manage the Association;

(d) to employ attorneys to represent the Association when deemed necessary;

(e) to appoint and remove at pleasure all officers of the Association, describe their duties, fix their compensation, and request of them such security or fidelity bond as it may deem expedient;

(f) to 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 members entitled to at least one-half (1/2) of the votes;

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

(h) to issue, or to cause an appropriate officer to issue, upon demand by any person, a receipt 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 certificates shall be conclusive evidence of such payment;

(i) to procure and maintain adequate liability insurance covering the Association and the Association's property in an amount determined by the Board;

(j) to cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(k) to appoint not more than three (3) Members to constitute the Architectural Control Committee;

(l) to adopt and publish rules and regulations governing the use of any Lot or the Common Areas of the Association, and the personal conduct of the Members, their guests and/or tenants thereon, and to impose monetary fines for any infraction of such rules and regulations. Any such fines may be collected in accordance with the provisions of Article IV of the Declaration; and

(m) to suspend an Owner's right to vote at any meeting of the Association in the event such Owner is more than thirty (30) days past due on any assessment due Association per the Declaration.

## ARTICLE VII

### MEETINGS OF BOARD DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least quarterly, without notice, at the time and place fixed from time to time by resolution of the Board, and at no expense to the Association.

Section 2. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any three (3) Directors. Such a meeting shall be held within Mount

Pleasant, South Carolina as fixed by the person or persons calling the meeting, and at no expense to the Association.

Section 3. Notice of Meetings. Regular meetings of the Board may be held without notice.

The person or persons calling a special meeting of the Board shall, at least three days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.

Section 4. Waiver of Notice. Directors may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum. A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6. Manner of Acting. Except as otherwise provided in these Bylaws the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 7. Presumption of Assent. A Director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 8. Informal Action by Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

## ARTICLE VIII

### OFFICERS

Section 1. Officers of the Association. The officers of the Association shall consist of a President, Vice President, a Secretary, a Treasurer and such Assistant Secretaries, Assistant Treasurers and other officers as the Board may from time to time elect. Any two or more offices may be held by the same person.

Section 2. Election and Term. The officers of the Association shall be elected by the Board. Such election may be held at any regular or special meeting of the Board or by informal action of the Board. Each officer shall hold office until his death, resignation, retirement, removal, disqualification or his successor shall have been elected and qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby;

Section 4. Compensation. The compensation of all officers of the Association shall be fixed by the Board and no officer shall serve the Association in any other capacity and receive compensation unless such additional compensation be authorized by the Board.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. He/She shall sign, with the Secretary, an Assistant Secretary, or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Association; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the Board.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of the meeting of the Board and of all Executive Committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 8. Assistant Secretaries. In the absence of the Secretary or in the event of his/her death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. They shall perform such other duties as may be assigned to them by the Secretary, by the President, or by the Board of Directors.

Section 9. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such depositories as shall be selected in accordance with the provisions of Section 4 of Article IX of these Bylaws; (b) prepare, or cause to be prepared, a true statement of the Association's assets and liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed at the Association's registered office or principal place of business in the State of South Carolina within four months after the end of such fiscal year and thereat kept available for a

period of at least ten years; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as, from time to time, may be assigned to him by the President or by the Board, or by these Bylaws.

Section 10. Assistant Treasurers. In the absence of the Treasurer or in the event of his/her death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurer, unless otherwise determined by the Board, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. They shall perform such other duties as may be assigned to them by the Treasurer, by the President, or by the Board.

## ARTICLE IX

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 3. Checks and Drafts. All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board may select.

## ARTICLE X

### ASSESSMENTS

The provisions of Article IV of the Declaration, as the same may be amended from time to time, are adopted as part of the Bylaws of the Association and are incorporated herein by express reference.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Waiver of Notice. Whenever any notice is required to be given to any member or Director by law, by the Charter or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 2. Fiscal Year. Unless otherwise ordered by the Board, the fiscal year of the Association shall end on the last day of December in each year.

Section 3. Amendments. These Bylaws may be amended or replaced and new Bylaws adopted by the affirmative vote of a majority of the directors then holding office at any regular or special meeting of the Board.

Section 4. No part of the net earnings of the Corporation shall inure to the benefit of any Director or officer of the Association or to the benefit of any Member; and upon dissolution of the Corporation the assets thereof shall, after all of its liabilities and obligations have been discharged or adequate provision made therefore, be distributed to the Association or to its successors or assigns or, if none is in existence to any other association or associations organized for purposes similar to those of the Association.

CERTIFICATION

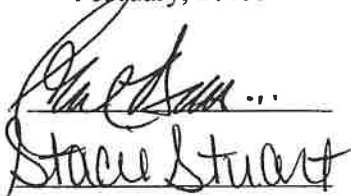
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Association, and,

THAT the foregoing Bylaws constitute the Bylaws of LAUREL GROVE HOMEOWNERS ASSOCIATION, INC., as approved by majority of the Directors of Laurel Grove Homeowners Association, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15<sup>th</sup> day of February, 2013.

LAUREL GROVE HOMEOWNERS ASSOCIATION, INC.

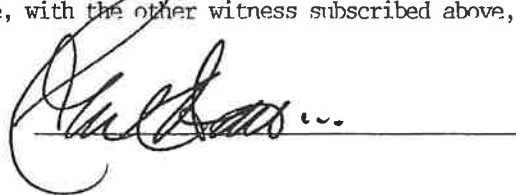
  
Stacie Stuart

By: , Secretary  
Andy Schwartz


STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named LAUREL GROVE HOMEOWNERS ASSOCIATION, by and through Andy Schwartz, its Secretary, sign, seal and as its act and deed, sign the within Bylaws, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this  
15th day of February, 2013.

  
Notary Public for South Carolina  
My Commission Expires: 3-17-2015





BP0702935

# PGS:

5

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF CHARLESTON        )    **AMENDMENT TO DECLARATION OF  
   )    COVENANTS, CONDITIONS, AND  
   )    RESTRICTIONS FOR LAUREL GROVE  
   )    HOMEOWNERS ASSOCIATION**

This amendment to the Declaration of Covenants, Conditions, and Restrictions is made by Laurel Grove Homeowners Association, a South Carolina non-profit corporation.

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Laurel Grove Subdivision, Charleston County, South Carolina was recorded in the Charleston County RMC Office on September 20, 2004, in Book F-511, Page 531 ("Declaration"); and

WHEREAS, Article IX, Section 4, of the Declaration provides, in relevant part, that the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty (60%) percent of the Lot Owners; and

WHEREAS, over the course of 2017, sixty (60%) or more of the Lot Owners signed an instrument to amend the Declaration as follows, to-wit:

**ARTICLE IV** of the Laurel Grove Homeowners Association, Inc. Covenants, Conditions, and Restrictions shall be amended to add the following:

Section 10 Working Capital Collected at Closing. Each Owner of a property subject to this Declaration, shall pay to the Association a sum equal to one (1) year of the Annual Assessment for working capital, which cost, when paid, can be recovered from the grantee of an Owner upon conveyance of said property by the Owner. Such sums are and shall remain separate and distinct from Annual Assessments and shall not be considered advance payments of Annual Assessments. Each such Owner's share of working capital, as aforesaid, shall be collected from such Owner upon his or her purchase of property subject to this Declaration, and must be transferred to the Association at the time of closing the conveyance to the new Owner. The Working Capital Assessment shall be disbursed to the Association for any use which provides a direct benefit to the Community, including, without limitation, covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

WHEREAS, the Declaration was previously amended by instrument recorded in the Charleston County RMC Office on March 18, 2013, in Book O317, Page 501 ("2013 Amendment") This 2013 Amendment to the Declaration was filed in error, and shall no longer have full force and effect.

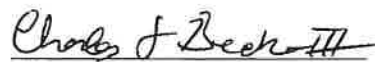
EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration, as it may be amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Secretary of Laurel Grove Homeowners Association have set their hands and seals this 6<sup>th</sup> day of March, 2018.

WITNESSESS


LAUREL GROVE HOMEOWNERS  
ASSOCIATION:

  
witness 1

  
Charles J. Beckert III  
its: President

  
witness 2

  
witness 1

  
Justin Kursh  
its: Secretary

  
witness 2

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CHARLESTON    )

**CERTIFICATION**

We, the undersigned Charles J. Beckert III, as President, and Justin Kursh, as Secretary, of Laurel Grove Homeowners Association, respectively, do hereby certify that sixty (60%) percent or more of the Lot Owners in the Association signed an instrument approving the foregoing Amendment during the calendar year 2017.

WITNESSESS

LAUREL GROVE HOMEOWNERS  
ASSOCIATION:



witness 1



witness 2



Charles J. Beckert III

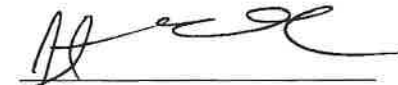
its: President



witness 1



witness 2



Justin Kursh

its: Secretary

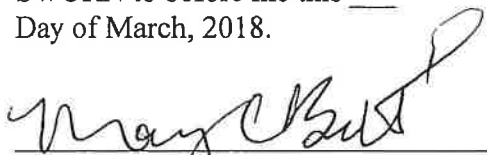
STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CHARLESTON    )

**PROBATE**

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named LAUREL GROVE HOMEOWNERS ASSOCIATION by Charles J. Beckert III, its President, and Justin Kursh, its Secretary sign, seal, and as its act and deed, deliver within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 6<sup>th</sup>  
Day of March, 2018.



Notary Public for South Carolina

My Commission Expires: November 30<sup>th</sup> 2020



# RECORDER'S PAGE

**NOTE:** This page **MUST** remain  
with the original document



**Filed By:**

CISA & DODDS  
858 LOWCOUNTRY BLVD.  
SUITE 101  
MT. PLEASANT SC 29464 (COURIER)

## RECORDED

Date: March 18, 2013

Time: 3:17:47 PM

Book

0317

Page

504

DocType

By Laws

Charlie Lybrand, Register  
Charleston County, SC

**MAKER:**

LAUREL GROVE HOA

**RECIPIENT:**

NA

**Original Book:**

**Original Page:**

# of Pages: 9

# of Sats:

# of References:

**Note:**

Recording Fee \$ 10.00

Extra Reference Cost \$ -

Extra Pages \$ 4.00

Postage \$ -

Chattel \$ -

**TOTAL \$ 14.00**

**DRAWER Drawer 1**

**CLERK KLH**



0317

Book



504

Page



03/18/2013

Recorded Date



9

# Pgs



Original Book



Original Page



D

Doc Type



15:17:47

Recorded Time