



OR BK1121 PG 1268 - 1276 (9)
Doc No: 202300001742
Recorded: 03/29/2023 11:36:34 AM
BYLW Fee Amt: \$25.00
State Tax: \$0.00 Local Tax: \$0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

**BY-LAWS
OF
KNOWLES ISLAND PLANTATION HOME OWNERS ASSOCIATION**

ARTICLE I

NAME AND OBJECTIVE

Section 1. Name: This Association shall be known as Knowles Island Plantation Home Owners Association, hereinafter called the Association.

Section 2. Objectives: The objectives of the Association shall be to oversee the uniform enforcement of the Declarations of Covenants, Conditions and Restrictions of Knowles Island Plantation, Knowles Island Plantation Road Maintenance Agreement and the Knowles Island Plantation Sewer Line Maintenance Agreement. Further, the Association shall coordinate and manage various social, recreational, ecologic and environmental projects and subcommittees for the property owners of Knowles Island Plantation.

ARTICLE II

COMMITTEES

Section 1. KNOWLES ISLAND PLANTATION ROAD MAINTENANCE ORGANIZATION. There has been previously created a Knowles Island Plantation Road Maintenance Organization, its By-Laws being recorded in the Office of the Clerk of Court for Jasper County in Miscellaneous Record Book 6 at Page 1125. Further, the terms of the Knowles Island Maintenance Agreement are recorded in the Office of the Clerk of Court for Jasper County in Deed Book 143 at Page 332. This organization shall remain in full force and effect upon its terms and previously imposed.

Section 2. KNOWLES ISLAND PLANTATION SEWER LINE MAINTENANCE ASSOCIATION. There has been previously created a Knowles Island Plantation Sewer Line Maintenance Association, and the terms of the Sewer Line Maintenance Agreement are recorded in the Office of the Clerk of Court for Jasper County in Deed Book 143 at Page 321. This Association shall remain in full force and effect upon the terms and conditions previously imposed.

Section 3. ARCHITECTURAL REVIEW BOARD. There has been previously created a Knowles Island Plantation Architectural Review Board and the powers, duties rights, responsibilities and terms of this committee are recorded in the Office of the Clerk of Court for Jasper County in Deed Book 143 at Page 329 and Volume 852, Page 850-859. This Committee shall remain in full force and effect upon the terms and conditions previously imposed.

Section 4. LIABILITY. The members of any and all special committees currently created or created in the future by Amendment to these By-Laws shall not be liable to the members of the Association or any individual Property Owner or guest of any Property Owner for any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the special committee members against all liability.

ARTICLE III

MEMBERSHIP

Section 1. MEMBERSHIP. The membership of the Association shall be limited to all persons who own a lot in Knowles Island Plantation.

Section 2. LOT OWNER. Each owner, or joint or common owner, of a lot in the Knowles Island Plantation shall be a member of the Association.

Section 3. ANNUAL ASSOCIATION DUES AND ASSESSMENTS. Each member shall pay to the Association Annual Dues and Assessments including, but not limited to, the "Annual Property Maintenance Charge" imposed by the Knowles Island Plantation Road Maintenance Agreement, recorded in the Office of the Clerk of Court for Jasper County in Deed Book 143 at Page 332 and the Knowles Island Sewer Line Maintenance Agreement, recorded in the Office of the Clerk of Court for Jasper County in Deed Book 143 at Page 321. Further each member shall pay to the Association Annual Dues in the amount \$375.00, except for members who own lots 10, 11, 12, 13, 14, 15, 16, 17, 89 and 91 that shall pay \$475.00 annually per the 2023 Sewer Line Maintenance Agreement. These total amounts are broken down as follows:

- a. **General Fund** – Fifty (\$50.00) Dollars per year per all ninety-three (93) lots imposed by these By-Laws for the administrative costs to cover items such as Board of Director / ARB Insurance, website, postage, meeting rental facility, banking fees, office supplies, etc. The General Fund was established at the 2007 Annual Meeting. The annual contribution to the General Fund shall be \$4,650. The General Fund shall include, but not be limited to, paying the following recurring expenditures: BOD / ARB Liability Insurance, Website, Postage, Meeting Rental Facility, Banking Fees and Office Supplies.
- b. **Dock Fund** – Fifty (\$50.00) Dollars per year per all ninety-three (93) lots imposed by these By-Laws for the maintenance and upkeep of any and all community recreation facilities, including but not limited to, a community dock and water access ramp. The Dock Fund was established in the original By-Laws dated 2 March 1995 and was re-recorded 26 February 2007. The annual contribution to the Dock Fund shall be \$4,650. The Dock Fund shall include, but not be limited to, paying the following recurring expenditures: Common Grounds Liability Insurance and Community Dock Property/Road Tax.
- c. **Road Maintenance Agreement Fund** – Two-hundred (\$200.00) Dollars per year per all ninety-three (93) lots imposed by these By-Laws for the maintenance, landscape maintenance contract and upkeep of the private roads, signs and entranceways of KIP. All maintenance, landscape maintenance and upkeep contracts will be done on basis of competitive bids per the RMA. The Road Maintenance Agreement Fund was established in the original Knowles Island Plantation Road Maintenance Agreement (RMA) dated 15 March 1995 and was amended to \$200 per lot at the 2014 Annual Meeting and amended By-Laws recorded 15 July 2014. The annual contribution to the Road Maintenance Agreement Fund shall be \$18,600. The Road Maintenance Agreement Fund shall include, but not be limited to, paying the following recurring expenditures: Landscape Maintenance Contract and Electric Bill (i.e., street lights and well).
- d. **Reserve Road Maintenance Fund** – Seventy-five (\$75.00) Dollars per year per all ninety-three (93) lots imposed by these By-Laws placed in trust / escrow for the future

major re-pavement / re-surfacing or road maintenance projects (i.e. replacement of culverts) of all KIPHOA privately owned asphalt surfaced roads. The Reserve Road Maintenance Fund was established at the 2007 Annual Meeting. The annual mandatory minimum contribution to the Reserve Road Maintenance Fund shall be \$6,975. The Reserve Road Maintenance Fund shall include, but not be limited to, paying the following future expenditures: Major or large-scale re-pavement or re-surfacing of all KIPHOA privately owned asphalt surfaced roads or replacement of culverts per the RMA.

- e. **Sewer Line Maintenance Agreement Fund** – One Hundred (\$100.00) Dollars per year only for each member of Lots 10, 11, 12, 13, 14, 15, 16, 17, 89 and 91 imposed by the Knowles Island Plantation Sewer Line Maintenance Agreement for the maintenance costs to the said common sewer line system shall be borne equally by each of the ten affected lot owners. These funds are not to repair septic issues on each primary lot or septic tanks or leach fields on each privately-owned corresponding ten 50 ft. x 100 ft. sub-lots (i.e. lots 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 89A and 91A). These funds only cover repairs on common sewer lines / pipes from the sewer easement on each primary lot to the leech fields on each sub-lot. Repair of privately-owned individual septic tanks and leech fields are borne by each respective lot owner. The Sewer Line Maintenance Agreement Fund was established in the original Knowles Island Sewer Line Maintenance Agreement dated 15 March 1995. This amount was suspended indefinitely at the Annual HOA Meeting on 30 June 2012 but may be reinstated if required per the “Knowles Island Plantation Sewer Line Maintenance Association (KIPSLMA).” The KIPSLMA approved a One Hundred (\$100.00) Dollars per year assessment at the 18 June 2022 KIPHOA Annual Meeting. The Sewer Line Maintenance Agreement Fund shall include, but not be limited to, paying the following expenditures: repair or replacement of common sewer lines / pipes or associated maintenance.

The annual Association Dues and Special Assessments shall be evaluated for sufficiency on a yearly basis at the annual meeting of KIPHOA. No further assessments may be made unless specifically approved by KIPHOA at a special meeting of said KIPHOA called pursuant to these By-Laws. The KIPHOA fiscal year shall run from 1 May to 30 April of the following calendar year. Annual Association Dues shall be PAID IN FULL by the 30th of April in the calendar year in which the invoice is issued. The first three fund types (i.e. General Fund, Dock Fund and Road Maintenance Agreement Fund) shall serve as KIPHOA’s annual Operating Funds (i.e., spending accounts) to cover all recurring fixed and new expenditures. The last two fund types (i.e., Reserve Road Maintenance Fund and Sewer Line Maintenance Agreement Fund) shall remain in Reserve and will not be used as part of annual operating expenditures; they can only be used by a fifty-five (55%) percent vote of the members at a regular or special meeting of the respective Associations.

Section 4. DEFAULT. In the event of default by any member in paying to the Association the Annual Dues and Assessments, fees and interest, such charge shall become a lien upon the member’s property. Each Property Owner in default shall be obligated to pay interest at the highest legal rate allowed by law on such common charges from the due date thereof as determined by the Association, together with all expenses, including reasonable attorney’s fees, incurred by the Association in any proceedings brought to collect such unpaid common charges. See Article XIV, Sec. 2.

Section 5. CERTIFICATE NONASSIGNABLE. The certificate of membership and the rights and privileges of a member shall not be assignable.

Section 6. VOTE. Each member shall have one vote, in person or by proxy at a meeting of the members; provided, however, that if two or more members have or hold common or joint ownership to any lot in Knowles Island Plantation, only one vote shall be cast for each lot with common or joint ownership, or if an individual(s) or organization owns more than one (1) lot they shall vote for each lot owned. The designation of any proxy shall be made in writing to the Secretary of the Association and shall be revocable at any time by written notice to the Secretary of the Association, by the member or members so designated.

ARTICLE IV

OFFICERS & DIRECTORS

Section 1. BOARD OF DIRECTORS. Because of the number of lots in this subdivision which restricts the number of members in the Association, it is hereby provided that the officers of the Association shall also serve as its Board of Directors.

Section 2. OFFICERS. The Officers of the Association shall consist of a President, Vice President, Secretary and a Treasurer, elected as provided in Section 1 of Article VI of these By-Laws.

Section 3. PRESIDENT AS COMMITTEE MEMBER. The President shall be a member, ex officio, of all committees, excluding the Architectural Review Board.

Section 4. The Officers of the Association must be members of the Association and shall be elected at the annual meeting of the members of the Association. The term of each Officer shall be for two years.

ARTICLE IV

MEETINGS

Section 1. ANNUAL MEETING OF MEMBERS. The annual meeting of members of the Association shall be held at a time and place fixed by members of the Association. Notice of the time and place of holding the annual meeting shall be made available to each member not less than ten nor more than fifty days before the date of the annual meeting.

Section 2. SPECIAL MEETING OF THE ASSOCIATION. Special meetings of the Association members may be called by the President, or upon request of five members to the President made in writing. Notice of the meeting shall be made available to each member not less than ten nor more than fifty days before the date of the special meeting, and at such special meeting there shall only be considered such business as is specified in the notice of meeting. A Special Meeting may be requested to challenge the Board of Directors, therefore it would be difficult to achieve a 55% Quorum of the property owners as the Board is not incentivized to achieve said Quorum and the issue could therefore not be formally addressed. The Board of Directors has an ethical responsibility to the entire Association to assist in achieving a Quorum for all Special Meetings regardless of the requested agenda of said Special Meeting of the Association.

Section 3. QUORUM FOR MEMBERS OF MEETING. At all meetings of the Association, either regular or special, a majority of all members in good standing shall constitute a quorum.

Section 4. LACK OF QUORUM. If a Quorum is not present, the presiding officer may adjourn the meeting to a day and hour set by him. The members present at a duly called or held

meeting at which quorum was once present may continue to do business at the meeting notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 5. ORDER OF BUSINESS. At all meetings of the Association, the order of business shall be as follows:

- a. Reading of minutes of immediate prior meeting for information and approval;
- b. Reports of Officers;
- c. Reports of Committees;
- d. Unfinished Business;
- e. New Business;

The Board of Directors shall provide an up-to date Property Owner List to all property owners at the Annual Meeting of the Association, which includes Lot Numbers, First and Last Name of Property Owners and mailing address listed in the books of the Association. See Article X below. They shall also provide a copy of the annual Treasurer Report, to include previous year's expenditures, fund account balances and future year(s) projected budget. All information from competitive bids for any Association contract shall be presented at the annual meeting of the Association.

Section 6. ACTIONS. Unless otherwise provided for herein or by special vote of the Association, a majority vote will be sufficient to transact the Association business. All votes cast on new actions introduced at annual or special meetings shall be captured in writing by each property owner/lot.

Section 7. LOCATION. Meetings of the Association shall be held at a suitable place convenient to the members and such place shall be specified in the notice of the meeting.

ARTICLE VI

TERMS, VACANCIES, REMOVAL and NOMINATION of OFFICERS

Section 1. TERMS. The term of an Officer of the Association shall be two years and they shall be elected by plurality vote at the annual meeting of the Association. No member may serve more than two consecutive terms in the same elected office. Plurality means the nominee for an Officer or ARB position with the most votes is the winner, albeit that nominee may not necessarily have an absolute majority (i.e., fifty percent plus one vote) of the votes. The three ARB's nominees with the three highest vote percentages shall be declared the winners.

Section 2. VACANCIES. If a single vacancy occurs among the Officers, the remaining three Board of Directors shall appoint a replacement for said vacancy for the remainder of said Officer's term. However, if two or more Board vacancies occur during any two-year term there shall be a Special Meeting to nominate and elect Board of Director members to those multiple vacancies. Multiple vacancies cannot and shall not be appointed by the remaining minority of a duly elected Board of Directors. All ARB vacancies shall require a Special Meeting to nominate and elect ARB members. The Board of Directors cannot and shall not appoint members to ARB vacancies.

Section 3. REMOVAL. Any Officer may be removed from office for cause, by the vote of members of the Association constituting fifty-five (55%) percent of the members in good standing of the Association present at a regular or special meeting of the Association.

Section 4. NOMINATION. At least one month before the election meeting, the President shall appoint a nominating committee of three members whose duty it will be to nominate the officers and

ARB members. The nominating committee shall review each property owner's knowledge, skills and qualifications to serve on the Board of Directors or ARB, and shall select a minimum of one qualified nominee to each elected position. No single lot can fill both a Board of Director and/or ARB position. Of the seven elected Board of Director/ARB positions a single lot/property owner can only fill one of those seven positions. The chairman of the nominating committee shall submit the slate of qualified candidates for each position to the Board of Directors in writing as the Nomination Report. The Board of Directors or Nominating Committee shall not prohibit any member from nominating himself or herself for election to the Board of Directors or ARB. The President shall not serve on the nominating committee and all property owners who wish to be nominated for an Officer or ARB position shall appear on the Proxy Ballot. Additional floor nominations or write-in candidates may be made by any member of the Association at the annual meeting.

ARTICLE VII

DUTIES OF OFFICERS

Section 1. **PRESIDENT.** The President shall preside at all meetings of the Association and shall appoint such committees as he or the Association shall consider expedient or necessary. The President shall be the only secondary name on HOA bank accounts and shall be authorized to sign checks and withdraw funds from the Association accounts on behalf of the Association. The President shall manage the HOA official website and shall be the primary voice communicating with the Association on all official HOA matters. The President shall be responsible for managing the HOA Common Grounds Liability Insurance and Board of Directors/ARB Liability Insurance. The President shall maintain a Presidential turnover binder, to include, but not limited to, all website, banking and insurance information and pass them down to the subsequent President.

Section 2. **VICE PRESIDENT.** In the absence of the President, the Vice President shall perform his duties. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association. The Vice President shall oversee the ARB and shall be the primary person managing all HOA contracts including, but not limited to, the Landscape Maintenance Contract. The Vice President shall maintain a Vice President turnover binder, to include, but not limited to, all ARB and contract information and pass them down to the subsequent Vice President.

Section 3. **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Association and shall, if requested, read such minutes at the close of each meeting for approval, and shall make available all notices for meetings of the Association. He shall perform such other duties as may be required of him by the By-Laws, the President or the Association. The Secretary shall maintain an up-to-date Master Property Owner List and Master Email List. The Secretary shall maintain a Secretarial turnover binder, to include, but not limited to, the Master Property Owner List and Master Email List, all HOA paper and electronic historical records / files and pass them down to the subsequent Secretary.

Section 4. **TREASURER.** The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Association, and disburse funds as ordered or authorized by the Association. In the absence of both President and Vice President, the Treasurer shall preside and assume the duties of the President. He shall keep regular accounts of his receipts and disbursements, submit his record when requested, and give an itemized statement at regular meetings of the Association. He, or the President or Vice President may see checks and withdrawal slips on behalf of the Association upon any and all of its bank accounts. He shall be authorized to sign checks and withdraw funds from the Association accounts on behalf of the Association in amount to be approved by the Association at its first meeting. It shall be the Treasurer's duty to provide prospective property owners with information regarding the balance owed in special

assessments and other fees for each individual lot, and the total amount of special assessments and other fees anticipated to be owed for that year at the time of inquiry from such prospective property owners. The Treasurer shall maintain a Treasurer turnover binder, to include, but not limited to, all financial / banking information and pass them down to the subsequent Treasurer.

Section 5. EXECUTION OF INSTRUMENTS. The President or Vice President in conjunction with the Secretary or the Treasurer, shall, on being so directed by the Association, sign all leases, contracts, or other instruments in writing. The elected Board of Director Officers and Architectural Review Board members shall not be awarded any Association contract or paid service to themselves, any immediate family members, or a personal business affiliation without a competitive bid. The Board of Director / ARB member must recuse himself / herself from any future actions or decisions related to the contract award.

ARTICLE VIII

DUTIES AND POWERS OF THE BOARD OF DIRECTORS

Section 1. MANAGEMENT OF ORGANIZATION. The Officers of the Association, acting in the form of a Board of Directors, shall have general charge and management of the affairs, funds and property of the Association. Said Board of Directors shall have full power, and it shall be the duty to carry out the purposes of the Association according to its By-Laws. The Board of Directors shall have authority to approve expenditures on behalf of the Association. The Board of Directors can only contact and utilize an Attorney if all four Board members meet, discuss the legal issue as it pertains to the plain language of KIPHOA documents and they document the legal issue referencing the exact Articles and Sections of the documents being violated. This legal issue shall be documented and signed by all four Board of Director members stating that they approve or disapprove hiring an Attorney. The decision to move forward with legal advice shall require a majority, which is defined as three or more Board members. The legal advice/services decision document shall permanently remain in the Secretary files and shall be made available to any Association member upon written request (i.e., letter, email, etc.).

Section 2. RULES OF CONDUCT. The Board of Directors may make reasonable rules for the conduct of the members and their guest for the use of Association property and facilities not provided for in By-Laws or the individual deeds or deeds of members for lots in Knowles Island Plantation.

Section 3. ANNUAL ASSOCIATION DUES AND ASSESSMENTS. The Officers shall have the power to collect any and all Association Dues, Fees, Assessments and Interest which members and owners of lots of Knowles Island Plantation are required to pay in accordance with the provisions of these By-Laws and any Amendments thereof, and to impose and enforce any lien or encumbrance provided for in these By-Laws and any Amendments thereof.

Section 4. BOARD OF DIRECTORS. The Board of Directors, at their discretion, shall set times and days for meetings as agreed by a majority of the Officers. There shall be no need for formal written notice of the meetings but rather, it will be left to the President of the Association to schedule meetings of the Board when necessary.

ARTICLE IX

COMPENSATION OF OFFICERS

Neither the Officers, nor members serving on committees, shall receive any salary, gift or compensation for services rendered to the Association. See ARTICLE XV for clarification of expense reimbursement.

ARTICLE X

NOTICES

All notices to members shall be made available to them at any addresses as listed on the books of the Association.

ARTICLE XI

LIABILITY OF OFFICERS

Section 1. **LIABILITY.** The Officers of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association shall indemnify and hold harmless each of the Officers against all contractual liability to others arising out of contracts made by the Officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is intended that the Officers shall have no personal liability with respect to any contract or legal action initiated/made by them on behalf of the Association. It is intended that any liability of any member of the Association arising out of any contract made by said Officers either individually, pursuant to authority provided hereunder, or acting as a group in the form of a Board of Directors, or out of the aforesaid indemnity in favor of said Officers, shall be limited to such proportion of the total liability thereunder as his membership bears to the entire membership in the Association.

ARTICLE XII

PARLIAMENTARY RULES

Roberts Rules of Order shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

ARTICLE XIV

AMENDMENTS TO BY-LAWS

Section 1. **PROPOSAL.** Amendments to these By-Laws may be proposed by a majority of members of the Association, whether meetings or by instrument in writing signed by them.

Section 2. **ADOPTION.** Amendments to these By-Laws may be adopted only by a fifty-five (55%) percent vote of the members at a regular or special meeting of the Association, provided that notice of the proposed amendment has been stated in the call for the meeting.

ARTICLE XV

DEFINITIONS

Section 1. DEFAULT. Failure to pay all dues, fees, interest or assessments on or before the dues date or a continued ARB violation constitutes default.

Section 2. RECOVERABLE COSTS. The KIPHOA, and its Officers and Directors are entitled to recover any and all reasonable pre and post litigation and administration costs. By definition reasonable costs include, but are not limited to, court costs, attorney fees, expert witness costs, translator costs and any and all expenses associated with an action associated with an event of default by a KIPHOA member. These costs also include, but not limited to, those personal expenses of the officers and directors such as fuel costs, copying or duplication costs, mailing and/or service costs, and such other costs incurred provided reasonable documentation thereof is provided.

IN WITNESS WHEREOF, the undersigned has executed the within on this the 29

day of March, 20 23

by President HOA
LouAnne Tabbah

WITNESS: [Signature] Hector R. Broschard
Witness

NOTARY PUBLIC

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

PERSONNALLY APPEARED BEFORE ME, Hector R. Broschard, in oath says that s/he saw LouAnne Tabbah, execute the within document, and as his act and deed deliver the same, and s/he with Caura Uynn witnessed the execution thereof

SWORN TO BEFORE ME THIS THE 29 day of March 2023
Notary Public, State of SC Hector R. Broschard
My Commission Expires 1-21-30

[Signature]
x witness