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BYLAWS

OF

COFFIN POINT PLANTATION HOMEOWNERS ASSOCIATION, INC.
(This document supersedes all former Bylaws)

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ARTICLE I - NAME, LOCATION AND MEMBERSHIP

Section 1. Name. The name of this association is Coffin Point Plantation Homeowners Association, Inc. (ASSOCIATION).

Section 2. Location. The address of the ASSOCIATION shall be the mailing address of the current President of the ASSOCIATION OR a Post Office Box at Saint Helena Island Post Office.

Section 3. Membership. Each and every record owner or owners (OWNER) of a Lot in Coffin Point Plantation may join the ASSOCIATION by paying dues. Members are designated as OWNERS and the collective body of membership is designated the ASSOCIATION.

Section 4. Suspension of Membership and Voting Rights. Any member in violation of Article VII *Obligations of the Members*, Section 2. *Conduct of Members*, Membership and Voting Rights can be revoked.

Section 5. Applicability. These BYLAWS are applicable to all members of the ASSOCIATION.

Section 6. Coffin Point Plantation Boundaries. Coffin Point Plantation is bounded on the west by Coffin Creek from a point where Oakland Dr. extended intersects the Creek, to Saint Helena Sound - on the north and east by Saint Helena Sound - on the southeast by Lot 157E (R300 013 000 157E 0000), and on the south and west by Sea Pines Dr. and Janette Drive from their intersection to Coffin Point Road/Avenue of Oaks and From that Point along Oakland Drive to its extension to Coffin Creek.

ARTICLE II - OBJECTIVES

Section 1. Purpose. To provide a forum for open discussion of general and individual concerns to all property owners in the Coffin Point Plantation. **Not** to be used for personal problems. To establish and maintain liaison and communication with one another toward the promotion of the area as a desirable and pleasant place to live. To procure accurate information on all matters affecting the interest and welfare of Coffin Point Plantation property owners. To promote intelligent action on these matters. Provide official representation of the ASSOCIATION before governmental bodies of the County and State when necessary on matters concerning Coffin Point Plantation Property Owners.

ARTICLE III - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

Section 1. Dock Membership. Each MEMBER of the ASSOCIATION shall be entitled to join the Dock Club. A membership form will be sent to all MEMBERS of the ASSOCIATION.

Section 2. Property Owned by the ASSOCIATION. The property at the end of McTeer Drive on Coffin Creek owned by the Association is for the enjoyment of **all** property owners in Coffin Point Plantation as described in **ARTICLE I** - under Section 3. Membership.; this is in the Deed to this property given to the ASSOCIATION by the late Sheriff James E. McTeer, Sr.

ARTICLE IV - MEETINGS OF ASSOCIATION

Section 1. Place of Meetings. Meetings of the ASSOCIATION shall be held in Beaufort County, South Carolina at such suitable place convenient to the MEMBERS as may be designated by the BOARD.

Section 2. Number of Meetings. Four regular meetings of the ASSOCIATION shall be held in each year. Subsequent meetings will be determined by the BOARD. In the event of a major conflict of dates or personal reasons the BOARD may change the meeting date upon at least fifteen day notice to the Members. The last meeting of the year shall be for the purpose of electing officers and board members. The first meeting of the year new officers shall take over.

Section 3. Special Meetings. Special meetings may be called at any time by (a) the President, (b) by resolution of the BOARD, or upon (c) the receipt by the Secretary of a petition signed by MEMBERS holding greater Than twenty-five per cent (25%) of the total vote of the ASSOCIATION. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings. The Secretary shall give notice of each regular or special meeting, stating the time and place where it is to be held, to each MEMBER at the last address of such MEMBERS furnished to the Secretary at least fifteen (15) days but not more than forty-five (45) days prior to such meeting.* Mailing notice as herein provided shall be deemed delivery thereof. It is the responsibility of each MEMBER to maintain a current mailing address with the Secretary.

*The BOARD may set all four meeting dates at the beginning of the year; as such the "forty-five" day rule will not apply.

Section 5. Order of Business. The order of business at each meeting shall be as follows, to wit:

- A. Confirming of Proxies.
- B. Reading of minutes of preceding meeting.
- C. Treasurers Report.
- D. Reports of committees, if any.
- E. Unfinished or Old Business.
- F. New Business.
- G. Adjournment.

The order of business at a special meeting shall include items a through b above, and thereafter, the items specified in the meeting notice.

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by written proxy, of MEMBERS holding thirty percent (30%) of the total votes in the ASSOCIATION. If a quorum shall not be present at any meeting, notification will be sent to each member of a subsequent meeting to be held thirty (30) days from the time and date of the original meeting.

Section 7. Voting Rights. There shall be one vote only for household/property in Coffin Point Plantation. In no event shall an individual person hold more than one vote regardless of property owned. For property owned jointly by spouses or two persons, there is only one vote regardless of the amount of property/lots owned.

Section 8. Proxy. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary before the designated time of each meeting. Proxies may only be given to BOARD MEMBERS, OFFICERS OR MEMBERS of the ASSOCIATION.

Section 9. Majority Vote. Acts authorize, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts of the ASSOCIATION.

ARTICLE V - BOARD OF DIRECTORS

Section 1. Number. The business and affairs of the ASSOCIATION shall be governed by a Board of Directors (herein the "BOARD"). The BOARD shall consist of seven LOT Owners. Each shall be at least twenty-five (25) years of age. The BOARD is comprised of the PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER, and three MEMBERS AT LARGE. Each Officer shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 2. Power and Duties. The BOARD shall manage and direct all of the affairs of the ASSOCIATION and, subject to any restrictions imposed by law or these BYLAWS, may exercise all the powers of the ASSOCIATION. The BOARD shall exercise such duties and responsibility as shall be incumbent upon it by law or these BYLAWS as it may deem necessary or appropriate in the exercise of its powers, including without limitation, (a) the determining of annual assessments (dues) and collection thereof, (b) the establishment and amendment from time to time of reasonable RULES governing the use of the DOCK and COMMON PROPERTY (c) the enforcement of all terms and condition of the governing documents of the ASSOCIATION. (d) the employment and dismissal of personnel necessary for the maintenance and operation of property owned by the ASSOCIATION. Additionally the BOARD requires two signatures on all checking and/or saving accounts of the ASSOCIATION.

Section 3. Election and Term of Office. At the first annual meeting of the ASSOCIATION after the adoption hereof, the MEMBERS shall elect a PRESIDENT, VICE PRESIDENT, SECRETARY, TREASURER and THREE (3) BOARD MEMBERS AT-LARGE. BOARD MEMBERS AT-LARGE shall be elected one for an initial term of one year, one for two years and one for three years. Except as stated (which is for one year) a term of office of each BOARD MEMBER-AT-LARGE shall be three years or until his successor is elected, but he may not serve more than six full consecutive years.

Section 4. Vacancies. Vacancies of the BOARD caused by any reason other than the removal of a member by vote of the ASSOCIATION shall be filled by vote of the majority of the remaining members of the BOARD, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected at the next meeting. Vacancies caused by removal shall be filled by vote at the same meeting at which a BOARD member is removed.

Section 5. Removal. At any regular or special meeting of the ASSOCIATION duly called, any one or more of the BOARD may be removed with or without cause by a vote of seventy-five per cent (75%) of the total votes of the ASSOCIATION with fifteen (15) days written notice being given by the BOARD, and successor may then and there be elected to fill the vacancy thus created. Any BOARD member whose removal has been proposed by a MEMBER shall be given an opportunity to be heard at such meeting. Sale of his LOT by a board member shall automatically terminate his term of office.

Section 6. Regular Meetings. A regular meeting of the BOARD shall be held immediately following OR prior to the meeting of the MEMBERS of the ASSOCIATION and regular meetings thereafter shall be held on such dates and at such dates and at such place and hour, but not less frequently than calendar quarterly, as may be fixed from time to time by resolution of the BOARD. Notice of regular meetings of the BOARD shall be given to each BOARD member, personally or by mail, telephone or e-mail.

Section 7. Special Meetings. Special meetings of the BOARD may be called by the president on three (3) days notice to each BOARD member, given personally or by mail, telephone or e-mail, which notice shall state the date, time place (as herein above provided) and purpose of the meeting. Special meetings of the BOARD may also be called by any BOARD member.

Section 8. Quorum. At all meetings of the BOARD, a majority of the then qualified BOARD shall constitute a quorum for the transaction of business, and the acts of the majority of the BOARD members present at a meeting at which a quorum is present shall be the acts of the BOARD.

Section 9. Compensation. No BOARD member shall receive compensation for any service he or she may render to the ASSOCIATION nor shall the ASSOCIATION make any loan, directly or indirectly, to a BOARD member; provided, however, a BOARD member may be reimbursed for the out of pocket expenses.

Section 10. Action by BOARD Without a Meeting. The BOARD shall have the right to take any action which it could take at a meeting by obtaining the approval or ratification of all. Any action so approved shall have the same effect as though taken at a meeting of the BOARD and shall be entered in the minutes of the ASSOCIATION.

Section 11. Liability. To the extent permitted by the South Carolina Law in effect at the applicable time, no BOARD MEMBER shall be liable to a MEMBER for injury or damage caused by such BOARD member in the performance of his duties unless due to the willful misfeasance or malfeasance of such BOARD member. Furthermore, each BOARD member shall be indemnified by the ASSOCIATION against all liabilities and expenses, including attorneys' fees, reasonable incurred and imposed upon him in connection with any proceeding to which he may be a part or in which he becomes involved by reason of his being or having been a BOARD member whether or not he is a BOARD member at the times such expenses and liabilities are incurred, except in such cases where the BOARD member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the BOARD approves such settlement and reimbursement as being in the best interest of the ASSOCIATION. Such indemnity shall be subject to approval by the members of the ASSOCIATION only when such approval is required by the laws of South Carolina.

ARTICLE VI - OFFICERS

Section 1. Number and Election. There shall be elected annually by and from the MEMBERS a President, Vice President, Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. Board members-at-large are to be elected by MEMBERS.

Section 2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the MEMBERS. A vacancy in any office may be filled by the BOARD at its next meeting. The officer elected to such vacancy shall serve for remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows, to wit:

- A. President. The President shall be the chief executive officer and shall preside at all meetings of the BOARD and the ASSOCIATION, shall see that orders and resolutions of the BOARD are carried out, shall appoint committees consisting of MEMBERS of the ASSOCIATION as in his opinion is necessary, shall co-sign with another officer all contracts, promissory notes, mortgages and similar documents, if any, and shall perform such other duties as may be delegated to him by the BOARD. He or she shall have all the general powers and duties which are incident to the office of the President of a corporation organized under the laws of South Carolina. When the President's term is over (not having been removed from office) he/she shall serve as ex officio for the following year.
- B. Vice President. Shall assist the President with the business of the ASSOCIATION in any way the President deems helpful. The Vice President shall do any "leg work" for the ASSOCIATION such as but not limited to researching information, conducting opinion surveys, distributing information to MEMBERS. The Vice President shall assist with mass mailings to all residents. He/she shall be the Chairperson of the Hospitality Committee to deliver baskets to new residents. He/she shall Chair meetings of the ASSOCIATION should the President be unable to.
- B. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the BOARD and the ASSOCIATION; keep appropriate current records, showing the members of the ASSOCIATION together with their addresses and designating those members entitled to vote; keep custody of and attest the seal of the ASSOCIATION; and perform such other duties as may be required by him/her by the BOARD or incident to the office of the Secretary of a corporation organized under the laws of South Carolina. The Secretary shall have the responsibility of sending the request for dues and information from property owners in Coffin Point Plantation in the month of January every year. The Secretary will have possession of the tape recorder for the ASSOCIATION. The Secretary will keep current addresses of

residents of Coffin Point Plantation; adding to this any new residents and removing residents that move.

- C. Treasurer. The Treasurer shall be responsible for the funds of the ASSOCIATION, shall prepare financial reports of the activities of the ASSOCIATION, and shall maintain full and accurate duties as be designated by the BOARD or incident to the laws of South Carolina. The Treasurer shall oversee all monies/financial dealings of the ASSOCIATION as pertains to any other funds, i.e. The Dock Club and other Committees that are deemed appropriate by the PRESIDENT or the BOARD. The Treasurer will have prepared all tax returns required by law for the ASSOCIATION by An outside Tax Preparation Company approved by the BOARD (such as but not limited to H & R BLOCK).

Section 4. Compensation. Officers shall not be compensated for services rendered to the ASSOCIATION incident to their offices, nor shall the ASSOCIATION make loans, directly or indirectly, to any officer. The officers may be reimbursed for authorized out of pocket expenses incurred on behalf of the ASSOCIATION.

Section 5. Liability. To the extent permitted by South Carolina law in effect at the applicable time, no officer shall be liable to any MEMBER for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the ASSOCIATION against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been an officer of the ASSOCIATION, whether or not he is an officer of the ASSOCIATION at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the BOARD approves such settlement and reimbursement as being in the best interest of the ASSOCIATION. Such indemnity shall be subject to approval by the MEMBERS of the ASSOCIATION only when required by South Carolina law.

ARTICLE VII - OBLIGATIONS OF THE MEMBERS

Section 1. Assessments. All MEMBERS are obligated to pay dues imposed by the BOARD as provided to belong to the Coffin Point Plantation Homeowners Association. The dues are used but not limited to meeting the common expenses of the ASSOCIATION. A MEMBER is required to reimburse the ASSOCIATION for any expenses incurred by it in repairing or replacing common property damage by such MEMBER.

Section 2. Conduct of Members.

- (a) All MEMBERS, their families, guests, visitors shall at all times observe the published RULES of the DOCK CLUB. MEMBERS are at all times responsible for their conduct.
- (b) The BOARD shall promulgate and amend rules for the use of the DOCK and common Property owned by the ASSOCIATION. In the discretion of the BOARD, a separate Rules Committee of three (3) members may be created to act for the BOARD. Members of the Committee shall serve for a term of one (1) year and may be Removed during the term of their office by a majority of the BOARD. They need not Be members of the BOARD.

ARTICLE VII - AMENDMENTS

Section 1. Amendment. These BYLAWS may be amended by a vote of not less than forty percent (40%) of the total vote of the ASSOCIATION at a duly constituted meeting for such purpose. Any amendments shall be set forth in proper form and duly recorded.

An amendment may be proposed by the BOARD or by a petition of one-third (1/3rd) of the MEMBERS requesting the BOARD to call a meeting for the amendment.

Section 2. Conflicts. In the event of any conflict between the provisions of the DECLARATIONS OF RIGHTS, RESTRICTIONS, CONDITIONS, ETC., WHICH CONSTITUTE COVENANTS RUNNING WITH CERTAIN LANDS KNOWN AS COFFIN POINT PLANTATION and the BYLAWS, the provisions of the DECLARATIONS shall control.

CERTIFICATION

The undersigned hereby certifies as follows, to wit:

1. He/She is the duly elected and acting Secretary of the Coffin Point Plantation Homeowners Association, Inc. and,
2. The foregoing BYLAWS constitute the amended BYLAWS of the ASSOCIATION, as duly Adopted at a meeting of the OWNERS, held on December 13, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the ASSOCIATION on

January 1, 2006 2019

Witness 1

Coffin Point Plantation Homeowners Association, Inc.

Witness 2

By:

Secretary

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me AARON L HALL (as Witness 1) and made oath that he/she saw the within named Coffin Point Plantation Homeowners Association, Inc. by JAMES KINDWALL, its Secretary, sign, seal and as its act and deed deliver the within Certifications to the BYLAWS of Coffin Point Plantation Homeowners Association, Inc. for the uses and purposes therein mentioned and that he/she with JAMES E MCTEER (as Witness 2) witnessed the execution thereof.

SWORN to before me on

January 1, 2006 2019

Notary Public for South Carolina

My Commission Expires: 08-03-2019

KATHY A. MCTEER

Signature of Witness 1