

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) | FIRST AMENDMENT TO THE       |
|                         | ) | BYLAWS, APPLICABLE TO LAUREL |
| COUNTY OF CHARLESTON    | ) | LAKES SUBDIVISION AND        |
|                         |   | CERTIFICATION BY BOARD OF    |
|                         |   | DIRECTORS                    |

Laurel Lakes Homeowners Association, Inc. (LLHOA), as successor to the developer and declaration of the Restrictive Covenants and Bylaws of the Laurel Lakes Subdivision, as recorded in Book P276, Page 672-699 in the RMC Office for Charleston County hereby amends the Bylaws of the Laurel Lakes Subdivision to read as follows:

Amended By-Laws of the Laurel Lakes Homeowners Association

Article I

Name and Location

The name of the Association shall be Laurel Lakes Homeowners Association, Inc., and the office of the same shall be P.O. Box 2353, Mt Pleasant, SC 29465.

ARTICLE II

Definitions

The following words and terms, when used in these by-laws or any supplemental set of by-laws (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a. "Association" shall mean and refer to Laurel Lakes Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.
- b. "Board" shall mean or refer collectively to the Officers of the Association.
- c. "Common Properties" shall mean or refer to those areas of land and lakes with or without improvements thereon that may be designated as common properties on plats filed for record in the RMC Office for Charleston County, South Carolina, or which may be deeded to the Association, and designated in said deed as "common properties."
- d. "Lot" shall mean and refer to those parcels of real property numbered and designed for residential purposes as shown on the recorded plat(s) of Laurel Lakes Subdivision in Mt. Pleasant.
- e. "Member" shall mean and refer to those owners who are Members of the Association as provided in the Declarations of Covenants, Conditions, Easements and Restrictions applicable to Laurel Lakes Subdivision.

- f. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships, or other legal entities, of a fee simple title to any lot, but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "owner" mean or refer to any lessee or tenant of any owner in the case where a lot is owned by a partnership, corporation, or other group of persons, not more than three (3) persons may be designated as eligible to use the lake and recreational facilities. The names may not be changed more often than annually.
- g. "Covenants" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions and such additions thereto as are subjected to the Declaration applicable to Laurel Lakes Subdivision or any supplemental declaration.
- h. "Plat" shall mean that certain plat by Forsberg Engineering & Surveying, Inc. entitled "Plat of Laurel Lakes Subdivision, Town of Mt. Pleasant, Charleston County, SC, Sheets 1, 2, 3, and 4" dated October 7, 1996, as revised October 31, 1996 and recorded in the RMC Office for Charleston County in Book EB, pages 428-431.
- i. "Management Company" shall mean and refer to any independent company or organization hired by the Association to provide assistance with the operation of Association business.

### Article III

#### Membership and Voting Rights

Section 1. Membership in the Association and voting rights shall be as set forth in the Covenants.

Section 2. The rights of Membership are subject to the payment of annual and special assessments levied by the Association. The obligation of said assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made as provided in the Covenants.

Section 3. The Membership rights of any person or entity whose interest in the lots is subject to assessments, whether or not he/she be obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid, but, upon payment of such assessments, his/her rights and privileges shall be automatically restored.

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast one third (1/3) of the total vote of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a simple majority of greater than fifty percent (50%) of the votes cast at such meeting shall be sufficient to adopt decisions. Any absent Member who does not execute and return the proxy form sent to him in the mail referred to in Section 5 of this article shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Members shall be entitled to one vote for each lot, and the vote required to adopt decisions shall be as set forth in Section 4 of this article. Votes can be cast only at meetings of the Association convened in accordance with the By-Laws, and in the absence of a valid proxy, an

individual shall act in his own behalf, a corporation shall act by any Officer, and any other legal entity shall act by any managing agent. The failure of an absent Member to execute and return the proxy form mailed to him/her in the mailing referred to in Section 6 of this article shall constitute a proxy to and for the majority present and voting. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to act for a all in taking any action on behalf of such Member unless another or such person objects and in case of disagreement among co-owners as to the vote, the vote which such co-owner may be entitled to cast may not be cast. All owners to a single lot must be cast together and may not be split.

Section 6. Proxies. Any Member may, by virtue of proxy, designate an agent to cast his/her vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Secretary of the Association. If at least five (5) days and not more than thirty (30) days prior to a duly called meeting, a Member is informed by mail of the time and place of the meeting, the agenda for the meeting, and such data is then available relative to the issues on which there will be a vote, then a Member shall be deemed to have his proxy to and for the majority present and voting.

Section 7. Consents. Any action which may be taken by vote of the Members may also be taken by written consent to such action signed by a majority of all Members.

Section 8. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action by the Members may be transacted at an annual meeting.

Section 9. Special Meetings. Special Meetings of the Association shall be called at any time by the President of the Association or by the majority of the Board and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 10. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date, and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Member not fewer than five nor more than thirty (30) days in advance of the meeting; provided, however, that notice may also be given as described in Section 5 of this Article. Failure to give proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but not given proper notice objects at the meeting, in which case the matter objected shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within five days following the meeting, in which case the action objected to will be void.

Section 11. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed to be equivalent to proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice at the time, date, and place of the meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 12. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board may direct.

Section 13. Adjournment. Any meeting of the Association may be adjourned from time to time for a period not to exceed forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session may be transacted at the reconvened session and no additional notice of adjourned sessions shall be required.

Section 14. Order of Business. The order of business at all meetings of the Association shall be as follows:

1. Roll Call
2. Proof of proper notice of the meeting or waiver of notice
3. Reading of the minutes of the preceding meeting
4. Report of the Officers of the Association
5. Reports of Committees
6. Election of Officers (when required)
7. Unfinished business
8. New business
9. Adjournment

Section 15. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes for every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time at the Member's expense.

#### ARTICLE IV

##### Association Purposes and Powers

Section 1. The Association has been organized to provide a vehicle to assure that the property known as "Laurel Lakes Subdivision" shall be maintained in an attractive condition meant to enhance individual property values, increase the appeal of the Subdivision as a whole, and to provide certain other benefits for its Members as set forth in the Covenants. Specific obligations of the Association are to collect assessments for the maintenance of the lakes (including the fish population therein and weed control), the regulation of fishing and other water activities, as well as upkeep of other common properties of the Association. The two main powers vested in the Association to meet its obligations are the power to levy annual and special assessments plus the power to make binding decisions at annual and special meetings.

Section 2. Additions of Properties and Membership. Additions to the Properties shown on the Plat may be made as provided in the Covenants. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and Membership of the corporation to such properties.

#### ARTICLE V

##### Officers of the Association

Section 1. Form of Administration. The Association shall act by and through its Board of Directors, comprised of the Officers of the Association, and hereafter referred to collectively as the "Board".

Section 2. Designation. The Board shall have a President, a Vice-President, a Secretary, a Treasurer, and a Chairman of the Architectural Review Board (ARB). The Association may also have one or more assistants to any such Officers as necessary. The Officers shall have the authority, powers, duties, and responsibilities provided by these By-laws.

Section 3. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all the meetings of the Association. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among Members deemed appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. In the event that the President shall be absent or unable to act, the Vice President shall take the place and perform the duties of the President. The Vice President shall also perform such other duties as shall from time to time be imposed upon the office.

Section 5. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board and shall have charge of such books and papers as the Board may direct. In the event that the Association has contracted with a management company, all or part of this recordkeeping may be provided by the contracted management company.

Section 6. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and shall keep the financial records and books of account belonging to the Association. In the event that the Association has contracted with a management company to provide all or part of the financial management of the Association, the Treasurer will regularly review such activities to ensure that they continue to adhere to the budget and approved financial practices of the Association.

Section 7. Chairman of the ARB. The ARB Chairman shall be responsible for coordinating review of all architectural projects in the community by the Members of the ARB, following a procedure as established by the Board, and communicating these activities to the rest of the Board. The ARB Chairman will act as the representative of the ARB at all Board meetings.

Section 8. Authorities and Duties. The Board shall provide for the following:

1. The maintenance, repair, and replacement of the common properties, and the designation and dismissal of the personnel necessary to accomplish the same.
2. The collection of assessments from the Members.
3. The procuring and keeping in force of insurance on the common properties, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as obtained.
4. The enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules." It shall not be necessary to record regulations newly adopted or the amendment or repeal of existing regulations, but no Member

shall be bound by any newly adopted regulations, amendment, or repeal of an existing regulation until a copy of the regulation has been mailed or delivered to him/her.

5. The enforcement of the terms of the Covenants, these By-Laws, and any regulations promulgated pursuant to the By-Laws.
6. The administration of the Association on behalf and for the benefit of all Members.
7. At any time, the Board may retain a management company, and may contract with said company to provide management for the Association and its regimes, to include, but not be limited to, the following services:
  - a. financial services
  - b. administrative and clerical services; and
  - c. maintenance, to include provision of goods, materials, labor and equipment, personnel supervision, contract labor, landscaping, and security.

Section 9. Qualification. Only an individual who is a Member or who together with another person or persons is a Member, or who is an Officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member, may be elected and serve or continue to serve as a Officer of the Association. The number of offices filled at any one time by a Member which is an organization or which consists of more than one individual shall not exceed the number of lots owned by such Member.

Section 10. Election and Term. The Members shall elect five (5) Officers consisting of those identified in Article V, Sec. 2, above. At the first annual meeting after the adoption of these By-laws, three Officers shall be elected to terms of two years while two will be elected to terms of one year. At each subsequent annual meeting, Officers shall be elected for two year terms to succeed the Officers whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect an Officer in any election. An Officer may be elected to succeed himself/herself, and an Officer shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 11. Removal. An Officer may be removed from office without cause by a majority vote of the Members.

Section 12. Vacancies. Any vacancy on the Board shall be filled by appointment by the majority of the remaining Officers, and the new Officer shall serve for the unexpired term of this predecessor. In the event a majority is unable to agree as to the appointment of a new Officer, the President shall be empowered to fill such vacancy. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

Section 13. Voting. Each Officer shall have one vote on all matters acted upon by the Board. An affirmative vote by the majority of Officers serving on the Board shall be sufficient for any action unless otherwise specified in these By-laws.

Section 14. Quorum. Three (3) Board Officers shall constitute a quorum for the transaction of business.

Section 15. Consents. Any action which may be taken by a vote of the Board may also be taken by written consent to such action signed by all Officers.

Section 16. Regular Meetings. Regular meetings of the Board shall be held at such times, dates, and places as the Board may determine from time to time. Any business which is appropriate for action by the Board may be transacted at a regular meeting.

Section 17. Special Meeting. Special meetings of the Board may be called from time to time by the President of the Association, and shall also be called upon the written request of two of the Officers. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Officers waive notice of any additional business.

Section 18. Notice of Meetings. Written notice of every regular or special meeting of the Board stating the time, date, and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be given to every Officer not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board shall not invalidate any action taken at the meeting unless (1) an Officer who was present but not given proper notice objects at the meeting, in which case the matter objected shall not be taken up or (2) an Officer who is not present and was not given proper notice objects in writing to the lack of proper notice within five days following the meeting, in which case the action objected to shall be void.

Section 19. Waiver of Notice. Waiver of notice of a meeting of the Board shall be deemed to be equivalent to proper notice. Any Officer may, in writing, waive notice of any meeting of the Board either before or after the meeting. Attendance at a meeting by an Officer shall be deemed a waiver by the Officer of notice of the time, date, and place of the meeting unless the Officer objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 20. Place of Meeting. All meetings of the Board shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Officers consent.

Section 21. Minutes of Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board. A copy of the minutes shall be distributed to each Officer within twenty days following each meeting, and all minutes shall be made available for examination and copying by any Member at any reasonable time at the expense of said Member.

Section 22. Compensation. No Board Member shall receive compensation for any service he/she may render to the Association. However, any Board Member may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

## ARTICLE VI

### Finances

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by the Association.

Section 2. Budget. The Board shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The

proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount needed to establish reasonable reserves for the payment of common expenses and contingencies. Budgeted expenses may include, but not be limited to, utilities, maintenance and repair, insurance, property taxes, legal, landscaping, and administrative expenses, and social and recreational programs planned for the benefit of Members and their families. The budget may include any funds needed to provide for management services as contracted by the Board.

Section 3. Approval of the Budget. The annual budget shall be established by the Board prior to each fiscal year, and the funds required by the budget shall be collected from the Members in annual assessments. The proposed budget shall be approved by a vote of the Board. Any budget requiring an increase of not more than a ten percent increase in annual assessments above the previous year may be approved without a vote of the Membership. Any budget requiring an increase in annual assessment greater than ten (10) percent above the assessment amount of the previous year shall be submitted to a vote of the Membership at a special meeting called for this purpose. Any budget approved as detailed above shall become the budget of the Association for the fiscal year. The specific terms of the budget shall be revisable by the Board without the necessity of approval by the owners unless such revisions would result in a change in the annual assessment amount above the ten percent annual increase identified above.

Section 4. Annual Assessments. Annual assessment shall be payable as and when determined by the Association. The budget and assessment amount will be fixed at least thirty days prior to the due date of the annual assessment. The total assessment amount will be divided among the lots equally. Written notice will be sent to each lot owner subject thereto.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or any costs associated therewith, or for any other purpose required in the budget of the Association but not otherwise covered by the annual assessment. So long as the total amount of the Special Assessment allocable to all of the lots of the association does not exceed Two Thousand Dollars (\$2000) for the entire association in any one fiscal year, in their discretion, the Board of the Association may impose a special assessment without a vote of the Membership. Any special assessments exceeding this limitation shall be effective only if approved by a vote of the Membership at a special meeting called for this purpose. Special assessments exceeding Two Thousand Dollars (\$2000) shall be paid as determined by the Board and may be permitted to be paid in installments extending beyond the fiscal years in which the special assessment is imposed, by a vote of the Members at a special meeting called for that purpose.

Section 6. Collection. Members shall be personally liable for all assessments and shall pay the same promptly when due. Further, assessments shall constitute a legal lien against the property. The Board shall take a prompt action to collect by suit, foreclosure, or other lawful method any overdue assessment. If any overdue assessment is collected by an attorney or by action at law, the Member owning the same shall be required to pay all reasonable costs of collection, including attorney's fees.

Section 7. Penalty. An assessment not paid within fifteen (15) days after the designated due date shall bear a penalty of ten dollars (\$10) monthly until the full assessment amount, plus any accumulated penalties, is paid. The penalty shall be added to and collected in the same manner as the assessment. The Board may in its discretion waive all or any portion of a penalty imposed pursuant to this



paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member.

Section 8. Account. The Board shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in Charleston County, SC. The Board may also maintain on behalf of the Association an interest-bearing savings account with a federally chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board may maintain a petty cash fund of not more than fifty dollars (\$50) for payment on minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time at the Member's expense.

Section 9. Payments. The Treasurer shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board shall otherwise determine. All other expenditures which are in excess of fifty dollars (\$50) shall be revised and approved by the President or the Board before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two Officers of the Association designated by the Board. Any management company contractually agreed upon to provide the services detailed above may fulfill these obligations with the oversight of the Treasurer and other Board Officers.

Section 10. Bonding. The Board shall procure a fidelity bond in an amount of not less than ten thousand dollars (\$10,000) covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

## ARTICLE VII

### Maintenance and Improvements

Section 1. Insureds. Insurance policies upon the common properties covering the items described below shall be purchased by the Board of the Association for the benefit of the Association and the Members and any mortgagees, as their interest may appear. Provisions shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board or a contracted management company.

Section 2. Coverage. Insurance shall cover the following when available:

- a. Public liability in the sum of one million dollars (\$1,000,000) and with such coverage as shall be determined by the Board which insurance shall also cover the Board.
- b. Workmen's compensation (if required).
- c. Such other insurance as the Board may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to Members as a portion of annual assessments.

### Liability and Indemnification

Section 1. Liability of the Association. No Member shall be liable for a greater fraction of a debt or liability of the association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

Laurel Lakes Homeowners Association, Inc. is a nonprofit corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association than that represented by the assessments payable by the Member.

Section 2. Liability of Board and Officers. No Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Officer in the course of his duties unless such Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants or these By-laws.

Section 3. Indemnification of Board and Officers. The Association shall indemnify and defend each Officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as an Officer of the Association if all of the following conditions are satisfied:

- a. Such Officer is not required to bear a liability by the terms of the Covenants, the laws of South Carolina, or these By-laws.
- b. Such Officer gives the Association adequate notice of the claim or imposition of the liability to permit the Association reasonable opportunity to defend against the same.
- c. Such Officer cooperates with the Association in defending against the claim. The expense of indemnifying an Officer shall be borne by all the Members, including such Officer.

### ARTICLE IX

#### Attestations and Certifications

Section 1. Attestation of Documents. The presence of the signature of the Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association shall attest:

- a. That the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the Officer subscribed on the document is genuine.
- b. That the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents. When any document relating to the properties or Association is certified as authentic by the Secretary of the Association, a third party without knowledge or reason to know of the contrary may rely on such document and being what it purports to be.

Section 3. Certification of Statement and Facts. When there is executed by the Secretary a written statement setting forth (i) actions taken by the Association or by the Board, or (ii) facts relating to the properties or the Association as determined by the Board, a third party without knowledge or reason to know to the contrary may rely on such statements as factually true and correct.

## ARTICLE X

### Amendments

Section 1. These By-laws may be amended or repealed and new By-laws adopted at a regular or special meeting of the Members, by a majority of the vote present at a duly called meeting being cast in favor of such amendment, and provide that any matter stated herein to be or which is in fact governed by the Covenants, may not be amended except as provided in the Covenants.

## ARTICLE XI

### Miscellaneous

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security on a debt) shall promptly inform the Board of his identity and the date upon and the manner in which title was acquired. The Board shall maintain a record of the names of all Members and of the dates upon which the acquired title to their Lots.

Section 2. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of the dwelling on any Lot by or at the direction of the Board shall be deemed to be delivered to the Member of such Lot, unless he has previously specified to the Board, in writing, another address for delivery of notices and documents. Any notice or document addressed to the Board and delivered to any Officer by or at the direction of a Member shall be deemed delivered to the Board.

Section 3. Waiver. No provision of the By-laws or the regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce same, regardless of the number of violations or breaches which may have occurred.

Section 4. Conflicts. In the event of any conflict between the By-laws and the Covenants, the Covenants shall control, as appropriate. In the event of a conflict between the By-laws and the regulations, the By-laws shall control.

Section 5. Severability. The provisions of the By-laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Exhibit "A"  
To  
First Amendment to the Bylaws for Laurel Lakes Subdivision

CERTIFICATION

We, the undersigned Board of Directors for the Laurel Lakes Homeowners' Association, Inc., hereby certify under penalty of perjury by the laws of South Carolina, that at a duly called meeting of the members of the Laurel Lakes Homeowners' Association held on May 5, 2005, the foregoing First Amendment to the Bylaws for Laurel Lakes Subdivision was approved by at least one-third (1/3) of the Lot Owners and that said Lot Owners approved and authorized Diane M. Lambert, as President of the Laurel Lakes Homeowners' Association, Inc. to record the said First Amendments among the Charleston County, SC public records.

Diane M. Lambert  
Director

\_\_\_\_\_  
Director

[Signature]  
Director

\_\_\_\_\_  
Director

Mari A. Rionzi  
Director

\_\_\_\_\_  
Director

Attest: [Signature]  
Witness

Attest: \_\_\_\_\_  
Witness

Section 6. Captions. Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the By-laws or the intent of any provision.

Section 7. Gender and Number. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

Section 8. Rules of Order. All meetings of the Membership and the Board shall be conducted in accordance with *Roberts Rules of Order, Revised*.

THE DECLARATION, as amended by the foregoing changes, remains in full force and effect and is hereby affirmed and republished as of this 4 day of AUGUST, 2005.

Witnesses:

[Signature]  
Mari A. Rionzi

Signatories:

Laurel Lakes Homeowners' Association, Inc.  
By: [Signature]  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

I, James D. Wilson, the undersigned Notary Public for South Carolina, do hereby certify that Diane M. Lambert, as President of the Laurel Lakes Homeowners' Association, Inc. personally appeared before me this 4 day of AUGUST, 2005 and acknowledged the due execution of the foregoing instrument.

[Signature]  
Notary Public for South Carolina  
My commission expires August 9, 2009

Embossed Hereon is My  
State of South Carolina Notary Public Seal  
My Commission Expires August 9, 2009  
JAMES D. WILSON

[Handwritten]  
Laurel Lakes HOA  
Box 2353  
Mt. Pleasant, SC  
29465

FILED  
S548-692  
2005 AUG -9 PM 1:39

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

[Handwritten]  
19.0  
A