

WPPOA Reference Bylaws

The WPPOA Board of Directors developed **Reference Bylaws** in 2021 in response to the widely acknowledged difficulty of finding the current language for the WPPOA Bylaws scattered throughout the voluminous pages of the officially recorded WPPOA Declaration of Covenants and Restrictions as it currently exists on the WPPOA website.

The intent of this **Reference Bylaws** document is to make the WPPOA Bylaws easier to read, understand and follow. It does not change, alter, or replace any language in the officially recorded Bylaws contained in the WPPOA Declaration of Covenants and Restrictions.

These **Reference Bylaws** were developed by:

1. Identifying a committee of member homeowners and a Board Member for this project
2. Identifying the original Bylaws and all Amendments in the officially recorded document.
3. Converting the WPPOA Bylaws and Amendments to a Word Document. (The Declaration of Covenants and Restrictions, Bylaws, and Amendments thereto were written over a period of 35 years, much prior to modern word processing technology making converting the document to Word electronically, impossible. Therefore, a typist was hired to retype the Bylaws and Amendments into a Word document).
4. Finally, carefully reviewing word-by-word the typed Bylaws and Amendments against the officially recorded Bylaws and Amendments to ensure accuracy.

The Bylaws Committee is highly confident that the **Reference Bylaws** document is an accurate representation of the WPPOA Bylaws as recorded in the Official Books and Records of Aiken County. However, it is important to note that the recorded Declaration of Covenants and Restrictions of the WPPOA Association remains the controlling legal document.

The Bylaws Committee: Jon Canerday, Joanne Martin & Allen Radcliffe

December 2021

BY-LAWS
OF
WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.¹

(This Reference Bylaws Document Current as of 9/30/2021)

ARTICLE I
IDENTITY

Section 1. Name. The name of the corporation is Woodside Plantation Property Owners' Association, Inc. (hereinafter referred to as the "Association") which was created and exists as a non-profit corporation under the laws of the State of South Carolina.

Section 2. Office of Association. The office of the Association shall be at the offices of Woodside Development Company of Aiken, Inc. or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 3. Seal. The Seal of the Association shall bear the name of the Association, the words "South Carolina," the words "Non-Profit Corporation" and the year of incorporation.

ARTICLE II
DEFINITIONS

Section 1. General. All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in that certain DECLARATION OF COVENANTS AND RESTRICTIONS OF THE WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. AND WOODSIDE DEVELOPMENT COMPANY OF AIKEN, INC., dated _____, 1986, and recorded in the Office of the Register of Mesne Conveyances for Aiken County, South Carolina ("Declaration"), certain provisions of which Declaration may be repeated in full or in part and may be renumbered as they appear herein.

ARTICLE III
MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Every Owner, including Woodside Development Company of Aiken, Inc. (hereinafter referred to as "the Company"), shall be a member of the Association. However, in the case of multiple ownership of any Residential Lot, Dwelling Unit or other properties in Woodside Plantation, there shall be a maximum of one (1) member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the

¹ All language is from the By-Laws originally adopted by the Association on September 5, 1986, and as amended by footnoted Amendments.

Owner designated as member shall be submitted to the Company and/or the Association each year, not later than the first (1st) day of January of each year and only the designated member shall be entitled to access to the facilities of the Association as a member of the Association. Remaining Owners shall be entitled to access only in accordance with rules and regulations established by the Association, its successors and assigns, for guests. If no designation of a member is made by the multiple Owners, all such Owners shall be required to pay such user fees as may be established by the Association.

Section 2. Voting Rights. The Association shall have four (4) types of regular voting memberships:

TYPE "A" – Type "A" members shall be all those Owners of Residential Lots and any type of Dwelling Unit, whether detached, attached or multi-family, including the Company. A Type "A" member shall be entitled to one (1) vote for each Residential Lot or Dwelling Unit which he owns. If a Dwelling Unit is constructed on more than one (1) Residential Lot, the Owner shall have one (1) vote for the Dwelling Unit but shall have no additional vote for each other Residential Lot comprising a part of the total consolidated home or building site so long as such Lot remains a part of the consolidated site.

TYPE "B" – Type "B" members shall be all those Owners, including the Company, of platted Public or Commercial Sites, Duplex Tracts and Multi-Family Tracts. A Type "B" member shall be entitled to one (1) vote for each one-fourth (0.25) of one (1) acre contained in the Public or Commercial Site(s), Duplex Site(s) or Multi-Family Tract(s) which such member owns; provided, however, that in computing the number of votes such member shall have, the area contained in such Property shall be rounded off to the nearest one-fourth (0.25) of one (1) acre.

TYPE "C" – Type "C" members shall be all such Owners including the Company, of Public and Commercial Units and Private Recreational Tract. All Type "C" members shall be entitled to one (1) vote for each One Hundred Dollars (\$100) in annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

TYPE "D" – Type "D" members shall include all those Owners, including the Company, of Unsubdivided Lands and Development Unit Parcels held and intended for future development by the Company or some third party. A Type "D" member shall be entitled to one (1) vote for each One Hundred Dollars (\$100) of annual assessments paid to the Association; provided, however, that in computing the number of votes such an Owner shall have, the amount of assessments shall be rounded off to the nearest One Hundred Dollars (\$100).

When any Property entitling the Owner to Membership as a Type "A," "B," "C," or "D" member of the Association is owned of record in the name of two (2) or more persons or entities,

whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same Property, then unless the instrument or order appointing them or creating the tenancy otherwise directs, and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- (1) if only one (1) vote, in person or by proxy, his act binds all;
- (2) if more than one (1) vote, in person or by proxy, the act of the majority so voting binds all;
- (3) if more than one (1) vote in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled its proportionate share of the vote or votes;
- (4) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this Paragraph shall be a majority or even split in interest;
- (5) the principles of this Paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any Owner may be assigned by said Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the Property actually leased by such lessee. The Type "A," "B," "C" and "D" members are sometimes hereinafter collectively referred to as the "Members."

Section 3. Special Voting Membership. In addition to the Type "A," "B," "C" and "D" regular voting Memberships described hereinabove, there shall be allowed a Special Voting Membership for the Company under the following circumstances:

So long as the Partnership's total amount of assessments paid (under its classification as a Type "A," "B," "C" or "D" Member), total amount of operating deficits funded by the Company and total amount of loans by the Company to the Association outstanding exceed, cumulatively, the total amount of assessments paid by all Type "A" Members, or until ninety percent (90%) of the Lots and Dwelling Units in the Property (as now constituted or as hereafter enlarged by annexation as herein provided) have been sold, whichever shall occur last, the Company shall be allowed a Special Voting Membership by which it shall be entitled to the same number of votes as cumulatively held by all Type "A," "B," "C" and "D" Members (including itself), plus one (1). This provision, without further reference herein, shall be self-operative and its applicability determined, for any purpose, by reference to the Annual Statement of the Association for the preceding year, or years, required by the Declaration in Part Three, ARTICLE III, Section 12.

Section 4. Cumulative Voting Permitted. Each member of each Membership class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one (1) or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof, multiplied by the number of Directors to be elected, and may cast all of such votes for any one (1) Director or may distribute them among the number to be voted for, or all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 5. Member to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to “pass” and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to “pass” shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor.

In the event of a dispute as to whether a Referendum is required, the following actions may be taken:

Within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five (25%) of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the Members.

Regarding any issue, except those expressly provided for otherwise in the Declaration which involves Special Assessments, extraordinary expenditures, or commitments by the Association that principally benefit the Company, to the exclusion of other Owners, there shall be a Referendum in which the Company shall not be permitted to cast its Special Voting Membership votes as hereinabove described but shall be limited to the votes allotted it under Classes “A,” “B,” “C” and “D” designations.

Section 6. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast forty percent (40%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty percent (20%) of the total vote of the

Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements established by this ARTICLE III, Section 6, and any other requirements for such “duly called meeting” which may be established by the By-Laws of the Association. This provision shall not apply when proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, Section 2 of the Declaration shall govern in that instance. For the purpose of this Section 6, “proper notice” shall be deemed to be given when given to each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.²

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed to the Association.

ARTICLE IV MEETING OF MEMBERSHIP

Section 1. Place. All meetings of the Association Membership shall be held at the office of the Association, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting, and shall be open to all Owners.

Section 2. Membership List. A complete list of Members of the Association eligible for voting at any WPPOA meeting shall be prepared by the Secretary and posted for inspection the day after notice of such meeting is mailed, and shall remain posted through the day of the meeting.³

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized or qualified to call the meeting, by mailing a copy of such notice, with proper postage affixed, at least fourteen (14) days (but not more than thirty (30) days) before such meeting to each Member entitled to vote thereat, to the last known address of the person or entity who appears as Owner in the Real Estate Records of Aiken County, South Carolina, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners of a Residential Lot, Dwelling Unit, Multi-Family Tract, Duplex Residential Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, Unsubdivided Land or Private Recreational Tract shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor-in-title. Such notice shall specify the place, day and hour of the meeting,

² Article III, Section 6 language modified by the 16th Amendment, June 28, 1999.

³ Article IV, Section 2 language modified by the First Amendment to By-Laws, September 30, 1995.

and, in the case of a special meeting, the purpose of the meeting. Evidence of such notice having been given may consist of an Affidavit of Meeting evidencing that the requisite notice was posted at least fourteen (14) days prior to such meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the total vote of each Membership class shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws.⁴

Section 5. Annual Meeting. The annual meeting shall be held at the discretion of the Board as to the date and time that is most practical and convenient for Members for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. At the annual meeting the Members shall elect new Members of the Board of Directors by plurality vote and in accordance with ARTICLE V of these By-Laws, and shall transact such other business as may properly be brought before the meeting.⁵

Section 6. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association and shall be called by the President or Secretary of the Association at the request, in writing, of Members owning five percent (5%) or more of the interests in the Property, which requests shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the Notice thereof.⁶

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Members may be waived if a majority of Members who would have been entitled to vote on the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all Members unless all Members participated in the approval of such action.

Section 8. Adjourned Meeting. If any meeting of the Members cannot be organized or convened because a quorum does not exist, then the Members entitled to vote thereat or the person initially calling the meeting shall have power to adjourn the meeting and to call a second meeting subject to the giving of proper notice and the required quorum at such second meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called in the same manner as the second meeting subject to the giving of proper notice and there shall be no quorum requirement for such third meeting. This provision shall not apply when the proposed action is the amendment of the Declaration and the quorum requirement established by Part Four, ARTICLE II, of said Declaration shall govern in that instance.

Section 9. Members to Have Power of Referendum in Certain Instances. Where specifically provided for in the Declaration, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by

⁴ Article IV, Section 4 language modified by the 16th Amendment, June 28, 1999.

⁵ Article IV, Section 5 language modified by the First Amendment to By-Laws, September 30, 1995.

⁶ Article IV, Section 6 language modified by the First Amendment to By-Laws, September 30, 1995.

Referendum including, without limitation, the levy by the Association of any Special Assessment, and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to “pass” and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to “pass” shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. In the event of a dispute as to whether a Referendum is required, the following action may be taken: within thirty (30) days after the adoption by the Directors of any action which is, in the opinion of the Members, subject to a Referendum, a petition signed by not less than twenty-five percent (25%) of the total Membership of the Association may be filed with the Secretary of the Association requesting that any such action be either repealed or submitted to a vote of the members.

ARTICLE V DIRECTORS

Section 1. Composition of the Board of Directors. The Association shall be governed by a Board of Directors initially consisting of five (5) Members. The number of Directors in subsequent years shall be determined by the Members of the Board of Directors as provided for in these By-Laws or by the Association. In the event that all or a portion of the property described in Exhibit “B” attached to the Declaration is annexed into the Property, the Company reserves the right, so long as it retains voting control of the Association, to have the Board of Directors expanded up to nine (9) Members.

Section 2. Qualifications and Selection of Board Members. All Directors other than those appointed to the initial Board of Directors must be Members of the Association. All officers of a corporate Member, for purposes of this Section 2, shall be deemed to be Members of the Association so as to qualify as a Director herein. Each Member of each Membership Class shall be entitled to as many votes as equals the number of votes he is ordinarily entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in ARTICLE III, Section 2. Cumulative voting shall be permitted as provided in ARTICLE III, Section 4 of these By-Laws. Members are divided into classes for the sole purpose of computing voting rights and shall, in no event, vote as a class.

Section 3. Term of Office. The initial Members of the Board of Directors who are appointed by the Company shall be appointed for a one-year term. Thereafter, at the first election of Directors by the Membership, the Members shall elect one (1) Director for a term of one (1) year, two (2) Directors for a term of two (2) years and two (2) Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect Directors to fill the expiring terms for a term of three (3) years; no Director shall serve more than two (2) consecutive terms. In the event the Board is expanded as permitted by Section 1 of this ARTICLE V, the term of the new Members shall be staggered in similar fashion as directed by the Board.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. A successor may then and there be

elected to fill the vacancy thus created. Should the Association fail to elect a successor, the Board of Directors may fill the vacancy in the manner provided in Section 5 below.

Section 5. Vacancies on Directorate. If the Office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Members of the Board of Directors, through less than a quorum, as defined in Article VII, Section 5 below, shall choose a successor or successors, at any regular or special meeting of the Board of Directors. The length of terms of office of replacements may be adjusted by the Board of Directors to achieve planning for a maximum of three board seats being elected at any Annual Meeting.⁷

Section 6. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Board of Directors elected at the second annual meeting of the Membership, the transfer of title of the Lot, Dwelling Unit, Tract or Parcel from which Membership in the Association is derived by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No Director shall continue to serve on the Board of Directors should he be more than thirty (30) days delinquent in the payment as a Member of any assessment against his Lot, Dwelling Unit, Tract or Parcel; and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors by the Members shall be made by a Nominating Committee. Nominations may also be made by a petition of not less than forty (40) Members in good standing submitting such nomination in writing to any officer or Director at least twenty-four (24) hours prior to the date and time set for the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association, consisting of any combination of Board Members or non Board members. The Nominating Committee Chairperson shall be appointed by the Board of Directors at the first meeting of the new Board following each annual meeting of the Members, to serve from that point until the close of the next annual meeting and such appointment shall be announced at the first POA Board Meeting after the annual meeting. The Chairperson will solicit the Membership for volunteers and name the

⁷ Article V, Section 5 language modified by the 59th Amendment, December 10, 2010. Section 5 was previously modified by the 20th Amendment, November 13, 2000 and the 56th Amendment, December 12, 2008. The 57th Amendment, December 11, 2009, rescinded the 20th Amendment. The 59th Amendment appears to have superseded the language of the 56th Amendment.

Committee at the time of selection, no later than three (3) months from his or her selection. The Nominating Committee shall make as many nominations for election to the Board of Directors 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 only from among Members in good standing and shall be made in such categories of directorship as required by the provisions of ARTICLE V, Section 1 of these By-Laws.⁸

Section 2. Election. Subsequent to the appointment of the initial Board of Directors by the Company, election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes for each category of directorship shall be elected. Cumulative voting is permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Although not required, notice of such regular meeting shall nevertheless be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date of such meeting. All meetings of the Board, including special meetings in accordance with Section 2 below, shall be open to all Members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Members of the Board of Directors, after not less than three (3) days' notice, in writing, to all Members of the Board of Directors of the time, place and purpose of such meeting.

Section 3. Place of Meetings. Meetings of the Board of Directors shall be held in Aiken County, South Carolina, whenever practical. However, this provision is in no way intended to invalidate in any way whatsoever meetings held somewhere other than Aiken County, South Carolina, so long as such meetings are proper in all other respects.

Section 4. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the Members of the Board of Directors shall constitute a quorum for the transaction of business, and

⁸ Article VI, Section 1 language modified by the First Amendment to the 32nd Amendment, December 15, 2006.

the acts of the majority of the Members of the Board of Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Owners. These powers and duties shall specifically include, but shall not be limited to, the matters hereinafter set forth.

Section 1. Powers. The powers of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) To adopt and publish rules and regulations governing the use of the Common Property, Restricted Common Property, if applicable, and facilities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. All Rules and Regulations will apply equally and without malice to all Members, visitors, contractors, sub-contractors, utilities and any other user of the private roads of Woodside Plantation. The WPPOA may fine or, in the case of non-members, fine and/or cause entry passes to be pulled or restricted from those in violation of the rules and regulations of Woodside Plantation. The WPPOA may cause non-entry onto the roads of Woodside Plantation in instances wherein satisfaction of issues is beyond resolve by non-property owners.⁹
- (b) to suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be

⁹ Subparagraph (a) modified by the 32nd Amendment, December 8, 2003 and restated in the First Amendment to the 32nd Amendment, December 15, 2006. Additionally, with the adoption of the First Amendment to the 32nd Amendment, the Board exercised its authority to promulgate Rules and Regulations. Those Rules and Regulations were recorded with the First Amendment to the 32nd Amendment and also appear as Attachment A to this document.

suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulation;

- (c) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provision of these By-Laws, the Articles of Incorporation or the Declaration and to further authorize any additional actions necessary to represent the Woodside Community in areas directly affecting our property or its value.

The fact that the Board has authority to take additional actions necessary to represent the Woodside Community in areas directly affecting our property or its value, which do not relate to the enforcement of covenants and restrictions, shall not require such additional actions by the Board. Such additional actions shall be in the Board's sole discretion subject to a seventy-five percent majority approval of the Board, and shall remain non-partisan in the scope and intent.¹⁰

- (d) to declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) to employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) to secure Officers and Directors Liability Insurance covering the Officers and Directors of the Association at the expense of the Association;
- (g) to borrow money to meet the financial needs of the Association and to mortgage the property of the Association and to pledge the revenues of the Association as security for such loans made to the Association the proceeds of which loans shall be used by the Association in performing its authorized functions.

Section 2. Duties. The duties of the Board of Directors shall specifically include, but shall not be limited to the following:

- (a) 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 any special meeting when such statement is requested in writing by one-fourth (1/4) of the Membership;
- (b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

¹⁰ Subparagraph (c) modified by the 34th Amendment, January 18, 2004.

- (1) fix the amount of the annual assessment against each property ownership form as defined in the Declaration not later than the first calendar quarter in each year;
 - (2) send written notice of each assessment to every Owner subject thereto as soon as practicable after the fixing hereof; and
 - (3) enforce the lien rights against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (e) to procure and maintain adequate liability and hazard insurance on property owned by the Association in the form and amount required by the Declaration;
 - (f) to cause all officers or employees of the Association having fiscal responsibilities to be bonded, with fidelity bonds in the form and amount required by the Association, and the premium on such bonds shall be paid by the Association;
 - (g) to cause the Common Properties and Restricted Common Properties to be adequately maintained;
 - (h) to review and amend, if appropriate, the proposed annual budget as prepared by the Treasurer in accordance with ARTICLE X, Section 8 hereof.

ARTICLE IX LIABILITY OF THE DIRECTORS

The Members of the Board of Directors shall not be liable to the Owners or the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is understood and permissible and shall not be deemed to be self dealing for the Association to contract with the Company or with corporations or other entities owned, controlled or affiliated with the

Company. It is also intended that the liability of any Member arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the Members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties. Every agreement made by the Board of Directors, or by any managing agent, or by any management firm, as the case may be, is made in the capacity only as an agent for the Members and shall have no personal liability thereunder (except as Members). Moreover, each Member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Properties and Restricted Common Properties bears to the interests of all Members in the Common Properties and Restricted Common Properties.

ARTICLE X OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom shall be Members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until their successors are chosen and assume office in their stead unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Appointive Officers. The Board of Directors may appoint Assistant Secretaries and Assistant Treasurers and such other officer as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time-to-time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance or acknowledgement of acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of appointive offices created pursuant to Section 4 of this ARTICLE.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board are carried out. He shall have executive powers and general supervision over the affairs of the Association and other officers. The President shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes. He shall perform all of the duties incident of his office or which may be delegated to him from time to time by the Board of Directors.

Vice President

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him from time to time by the Board of Directors.

Secretary

The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Members and shall attend and keep the minutes of same. The Secretary shall have charge of all the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Treasurer

The Treasurer shall:

- (a) have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors;
- (b) disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association;
- (c) collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors;
- (d) give status reports to potential transferees on which reports the transferees may rely;
- (e) cause an annual audit of the Association to be completed in a timely fashion by a certified public accountant selected by the Board of Directors and the results of such audit shall be reported to the Board of Directors;

- (f) in conjunction with the Association's accountant and such other persons as the Board of Directors may designate, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board of Directors;
- (g) the duties of the Treasurer shall be performed by the Assistant Treasurer when the Treasurer is absent;
- (h) The duties of the Treasurer may be fulfilled by an Association Executive Director and/or by a management firm employed by the Association, in which event such management firm shall have custody of the books of the Association as it determines is necessary for the performance of such treasurer duties and the foregoing may include any books required to be kept by the Secretary of the Association.

Executive Director (Non-Voting)

The duties of the position will be assigned by the Treasurer and by the Board from time to time.¹¹

ARTICLE XII
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XIII
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge of one and one-half percent (1 ½%) of the delinquent payment amount per month from the due date until paid or such other amount as set by the Board of Directors from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of

¹¹ Subparagraph (h) modified and Executive Director duties added by 57th Amendment, December 11, 2009. That same language was previously modified by the 20th Amendment, November 13, 2000. The 57th Amendment rescinded the 20th Amendment.

such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or Restricted Common Properties or abandonment of this property by which he is entitled to Membership.

ARTICLE XIV COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of affairs and business of the Association. Such committees shall consist of at least three (3) Members. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

ARTICLE XV FISCAL YEAR

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

ARTICLE XVI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WOODSIDE PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., or an appropriate abbreviation thereof.

ARTICLE XVII INDEMNIFICATION

The Association and Owners shall indemnify every Director and every officer, his heirs, executors, and administrators, against all losses, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The forgoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.¹²

¹² ARTICLE XVII language modified by the First Amendment to By-Laws, September 30, 1995.

ARTICLE XVIII
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these By-Laws.

ARTICLE XIX
AMENDMENTS

Section 1. All proposed amendments of these By-Laws shall be submitted to a vote of the Members at a duly called meeting of the Association or by written ballot in lieu of a called meeting. Provided that a quorum is present, any such proposed amendment shall be deemed approved if three-fourths (3/4) of all of the votes of the Members vote in favor of such proposed amendment. For the purpose of this Article XIX, Amendments, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. Whenever action is permitted to be taken by written ballot in lieu of a called meeting for the purpose of amendment of the By-Laws, the receipt of written ballots totaling sixty percent (60%) of the total vote of the Membership shall constitute a quorum. Written notice of any proposed amendment to the By-Laws shall be given to the Association no later than 90 days prior to the next Annual Meeting of the Association and shall be voted upon at that Annual Meeting. The board of directors will give notice via email and newsletters when any proposed amendment is due to the WPPOA for inclusion in the required ballot information. In the event that the Board of Directors deems a vote on any proposed amendment to the By-Laws to be time sensitive, such that delay until the Annual Meeting would be detrimental to the Association, then the Board may hold a specially called meeting as set forth in Article IV, Section 6 of the By-Laws or hold a vote by written ballot in lieu of a called meeting.¹³

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

¹³ Article XIX, Section 1 language modified by the 79th Amendment, September 14, 2021.

ATTACHMENT A

RULES AND REGULATIONS

The following Rules and Regulations are provided to enhance the enjoyment of your property and all common and restricted common property and facilities of Woodside Plantation community.

These Rules and Regulations apply to all Members, their Guests, Visitors, Contractors, Sub-contractors, or any such user of the private roads and facilities within Woodside Plantation. The Rules and Regulations listed herewithin are in addition to any other published standards and are complimentary to the existing Covenants and Amendments of Woodside Plantation. The following is non-inclusive and may be subject to change.

1. Rules and Regulations
2. Overnight parking is prohibited on any Woodside street.
3. Unsightly conditions will not be acceptable. They include such items as unkempt properties; untidy construction sites; etc.
4. Dumping of lawn debris, tree clippings or other materials will not be tolerated on the Common, Restricted Common or private property at any time. Lawn clippings and refuse will not be placed for pick-up prior to the evening proceeding garbage pick-up day. Landscape contractors are required to remove all debris from Woodside.
5. All pets will be under constant control and not allowed to soil other's property or allowed to continually bark.
6. Door to door solicitations are prohibited.
7. No signs of any type are permitted unless approved by the Architectural Review Board or the WPPOA.
8. Motorcycles are prohibited at all times.
9. Parking on landscaped road sides is prohibited; vehicles parked in non-designated areas are subject to towing.
10. Loud, offensive noise, at any time, such as radios, etc. is not acceptable.
11. Washing of sand, silt, or other materials down any Woodside drain is prohibited.
12. All Woodside traffic signs are to be adhered to.
13. Vehicles without proper or legal passes will be prohibited entry into Woodside and passes will be confiscated.
14. Any damage to property is your responsibility.

Failure to follow these conditions of entry will subject you to monetary fines as outlined under the latest fine procedure documents. Non-Residents may also be subject to denial of access into Woodside Plantation.

Any fine or loss of pass privilege may be appealed to the Woodside Plantation Board of Directors at the next scheduled meeting. Appeals must be scheduled in advance.

The Board may, in accordance with the existing By-Laws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order in the Woodside Plantation Community, for its care and cleanliness, and/or for the protection of its reputation thereof. When notice of any such alteration, amendment, revocation or addition to this document is given to any Member, guest, contractor, sub-contractor, etal, it shall have the same force and effect as if originally made a part of these Rules and Regulations.

This contract is legal notification of some of the Rules and Regulations accepted for the issuance of ingress/egress authority into Woodside Plantation.¹⁴

REFERENCE

¹⁴ The foregoing Rules and Regulations were recorded with the First Amendment to the 32nd Amendment, December 15, 2006.