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*Timothy J. Hanney*

**AMENDED AND RESTATED BY-LAWS  
OF CANEBRAKE HOMES ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of this corporation shall be Canebrake Homes Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 302 Saratoga Drive, Greer, South Carolina 29650, or such other place as may be subsequently designated by the Board of Directors of the Association.

**ARTICLE II  
PURPOSE OF ASSOCIATION**

Section 1. The Association is organized for the following purposes:

- (a) To improve and care for Common Areas, recreational facilities and other property in Canebrake Subdivision and to collect and enforce payment of assessments consistent with restrictions and covenants affecting said subdivision.
- (b) To perform such of the following services as the Board of Directors and/or members of the Association shall deem appropriate:
  - (1) For the payment of the necessary expenses for the operation of the Association.
  - (2) For improving, cleaning and maintaining the streets and parks, if any, within the community, including the islands and the culs de sac.
  - (3) For the maintenance of any recreational facilities for the specific benefit of the property owners of Canebrake.
  - (4) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of all the property owners within the community.
  - (5) For any expenses incident to the enforcement of these protective covenants.
  - (6) For the payment of taxes and assessments, if any, that may be levied by the public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the association.
  - (7) For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the property owners in the subdivision.

Section 2. This Association is neither organized for nor shall be operated for pecuniary gain or profit and it shall have no capital stock.

### ARTICLE III DEFINITIONS

Section 1. **"Association"** shall mean and refer to Canebrake Homes Association, Inc., its successors and assigns.

Section 2. **"Properties"** shall mean and refer to that certain real property as shown on plats recorded in the RMC Office for Greenville County described as Canebrake I Subdivision, in Plat Book 5D at pages 95 and 96, Plat Book 5P at page 28, Plat Book 7C at pages 11 and 16; Canebrake II-1, Plat Book 7C at pages 69 and 79; Canebrake II-2, Plat Book 7C at page 41; Canebrake III, Plat Book 7X at pages 87 and 97.

Section 3. **"Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. **"Lot"** shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the common area.

Section 5. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. **"Restrictive Covenants"** shall mean and refer to the Restrictive Covenants for Canebrake I, applicable to Lots 1-151, recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 1026 at page 590, Deed Book 1039 at page 311, Deed Book 1099 at Page 512, and Deed Book 1104 at 714; Canebrake II-1, applicable to Lots 152-211, recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 1115 at Page 623; Canebrake II-2, applicable to Lots 212-258, recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 1110 at Page 751; and Canebrake III, applicable to Lots 259-340, recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 1147 at Page 47, and in Deed Book 1148 at Page 579.

Section 7. **"Member"** shall mean and refer to those persons entitled to membership as provided hereafter in Article IV of these by-laws.

### ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any numbered Lot in Canebrake I (Lots 1-151), Canebrake II-1 (Lots 152-211), Canebrake II-2 (Lots 212-258) or Canebrake III (lots 259-340), including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest

merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE V VOTING RIGHTS AND QUORUM

Section 1. All members of the Association as defined in Article IV shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Except as otherwise provided herein, twenty-five (25%) per cent of the eligible members voting in person or by proxy shall constitute a quorum for the transaction of business at a meeting of the members held after due notice. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by a member of his property in the subdivision or after twelve (12) months, whichever occurs first.

Section 4. Robert's Rules of Order shall be the final authority on all parliamentary proceedings and except as otherwise provided herein all matters shall be decided by a majority vote of those present in person or by proxy at any meeting.

## ARTICLE VI MEETINGS

Section 1. The annual meeting of the active members of this corporation will be held during the month of November at a time and place to be designated by the President of the Board of Directors. Notice of such meeting will be made in writing and mailed to the last known address or delivered to each member at least fifteen (15) days in advance of the meeting. Efforts shall be made to advertise the meeting on any other publicly accessible resource commonly used for communication in the neighborhood, such as a website, social media page or physical notice board. The mailed notice of such meetings shall include the proposed budget for the ensuing year, the prior year's expenditures, the proposed dues and other assessments necessary to meet the budget and any other proper business which the Board of Directors shall bring before the membership.

Section 2. Special meetings of the members may be called upon due notice by the President of the Board of Directors, or upon the written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. The official order of business at all meetings shall be as follows: (1) call to order, (2) reading of minutes, (3) report of treasurer, (4) reading of communications, (5) report of committee (6) unfinished business, (7) new business, (8) adjournment.

## ARTICLE VII BOARD OF DIRECTORS

Section 1. The corporation shall be governed by a Board of Directors, seven (7) in number, each of whom shall serve until his or her successor is elected and shall qualify as provided in these By- Laws. All members of the Board of Directors must be members of the Association. No more than one (1) representative of any single distinct membership may serve as a Director of the Association at one time.

Section 2. At the annual meeting of the Association in April of 2018, the members shall elect seven (7) Directors. Four (4) of the Directors elected shall have a term that ends at the November 2019 annual meeting and three (3) of the Directors elected have a term that ends at the November 2020 annual meeting of the association. At each subsequent annual meeting thereafter, the Association shall elect three (3) or four (4) Directors, as the case may be, for a term of two (2) years. At the same time the Association shall elect such additional Directors as may be required to serve out the unexpired term of a vacancy or vacancies then existing on the Board.

Section 3. Annually, a Nominating Committee, composed of at least three (3) members, shall be established by the current Board of Directors to present an election slate for members of the Board of Directors. The chair of the nominating committee shall be a current member of the Board of Directors. Announcement of the nominating committee shall be made during the September meeting of the Board of Directors and communicated with the Association. The Nominating Committee shall make nominations for election to the Board of Directors, with nominations to be not less than the number of vacancies that are to be filled. Nominations for election to the Board of Directors may also be made from the floor at the annual meeting.

Section 4. Any member of the Board of Directors may be removed by a simple majority vote of the membership at a duly-held meeting at which a quorum is present. When any director shall have three (3) consecutive unexcused absences from the meeting of the Board of Directors, that director's position may be declared vacant by a majority vote of the Board. Any director who shall cease to be a member of the Association automatically shall cease to be a member of the Board of Directors.

Section 5. Vacancies in the Board of Directors shall be filled by vote of the majority of the remaining Directors. Any such appointed Director shall hold office during the unexpired term of the director replaced, subject to a confirmation vote at the next annual meeting of Association.

Section 6. A majority of the Directors shall be necessary to constitute a quorum for the transaction of business.

Section 7. 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.

Section 8. The Board of Directors shall hold its annual meeting each year as soon as possible but within thirty (30) days following the annual meeting of the membership. Thereafter, regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Special meetings of the Board may be called by the President or any two Directors after not less than three (3) days notice to each Director.

Section 9. The Board of Directors shall have the power and duty to:

(a) Call special meetings of the members whenever it deems necessary and shall call a meeting at any time upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes;

(b) Appoint and remove at pleasure all officers, agents, and employees of the Association prescribe their duties, supervise them, in order to see that their duties are properly performed, fix their compensation, if any, and require of them such security or fidelity bond as it may deem appropriate;

(c) Conduct, manage, and control the affairs and business of the Association, and to exercise all powers, duties, and authorities vested in or delegated to the Association;

(d) Cause to be kept a complete record of all its acts and corporate affairs and to present a full statement to the members of the Association at their annual meeting or at any special meeting;

(e) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(f) Suspend the voting rights and the right to use of the recreational facilities of any 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 suspended after notice and hearing, for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(g) 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 an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(h) Take whatever action necessary and authorized by these by-laws in order to collect the annual or special assessments provided for herein;

(i) Reduce the annual or special assessments in the absence of a meeting of the Board of Directors upon written approval of such reduction by all the Directors;

(j) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(k) Cause the Common Area to be maintained;

(l) Prepare and present an annual budget at the annual meeting of the Association. The members of the Association present at the annual meeting will have the opportunity to debate and amend by majority vote, the proposed budget. The budget shall be effective on January 1st of each year and run through December 31st.

(m) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these by-laws, the Articles of Incorporation, or the Restrictions.

Section 10. Liability of Directors. To the extent permitted by the laws of the State of South Carolina made and provided, no director shall be liable to any member or guest of the Association for injury or damage caused by such director in the performance of his duties unless due to the willful misfeasance or malfeasance of such director. Furthermore, each director shall be indemnified by the Association against all liabilities and expense, including attorney's 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 a director of the Association, whether or not he is a director of the Association at the times when such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance in performance of his duties; provided, however, that in the event of 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 the approval by the Members of the Association only when such approval is required by the laws of the State of South Carolina made and provided.

Section 11. The Association shall be required to carry Directors and Officers Liability insurance to cover the Corporation for the defense and judgments which arise from litigation resulting from Directors and/or Officers liability.

## ARTICLE VIII OFFICERS

Section 1. The Officers of the Board of Directors of this Association shall be a President, Vice President, Secretary, Treasurer, and if deemed necessary by the Board of Directors, an assistant secretary and an assistant treasurer. The president, vice president, secretary and treasurer shall be elected annually by the Board of Directors from its membership and shall hold offices until the end of the next annual meeting of the Board. The assistant secretary and assistant treasurer may be appointed by the Board of Directors and hold office at its pleasure for a term not to exceed one year. The assistant secretary and assistant treasurer must be a Member of the Association in good standing and pass a background check.

Section 2. The President shall preside at the meetings of the corporation and of the Board of Directors. The president shall be the executive head of the corporation and shall appoint, subject to confirmation by the Board of Directors, all standing committees, designating the chairperson thereof, and all special committees as may be directed. The president or board member delegated by the president shall be, ex-officio, a member of all committees.

Section 3. The Vice President, in the absence of the President, shall perform all the duties of the President.

Section 4. The Secretary shall keep the minutes of the annual and special meetings of the membership and Board of Directors of the Association, and be custodian of the records and seal. The Secretary, together with the President, or the Vice President in the absence of the President, shall have authority to sign all documents in the course of the business of the Association. The Secretary shall, during reasonable business hours, make the records of the Association open to inspection of any member upon request and shall send written notice of the annual and special meetings to the membership and to the Board of Directors. The Secretary shall send written notices of the annual or special assessments to every owner subject thereto not less than thirty (30) days prior to the annual assessment period.

Section 5. The Treasurer shall attend to keeping the accounts of the corporation collecting its revenues and paying all its bills as approved by the Board of Directors, or other agency authorized by the Board to incur them. The Treasurer shall deposit funds of the Association in the name of the Association in such depository to be authorized by the Board. The Treasurer shall be the custodian of the funds and books of the corporation and keep an active record of all fee-paying members and rend bills when necessary. However, the funds and books shall at all times be under the supervision of the Board of Directors and subject to its inspection and control. At the expiration of the term of office, the Treasurer shall deliver to the successor all books and funds. The Treasurer shall perform such other duties pertaining to all the treasurer's office as may be asked of the Treasurer by the Board. In the absence of a Treasurer, all books, funds and duties of his position shall be assumed by the President. All books of the Association shall be open to members of the Association upon request and at the convenience of the Treasurer.

Section 6. The assistant secretary and assistant treasurer shall perform such duties as may be assigned them by the secretary or treasurer, respectively, or by the Board of Directors.

#### ARTICLE IX EXPENDITURE OF FUNDS

Section 1. The President, Vice President, Treasurer and Secretary are empowered to sign checks, drafts, or other instruments for payment of money drawn in the name of the corporation, providing that the expenditure is either an expected expense within the limits set by the Association within the budget or as set forth in the following sections on nonbudgeted expenditures. Two of the above officers of the corporation must sign all checks, drafts, or other instruments except for reoccurring expenses which the board may authorize to be paid directly by some board-approved method of payment.

Section 2. The President or, in the event of the President's absence, the Vice President are authorized to approve nonbudgeted expenditures up to \$1,500.00 for any individual project.

Section 3. The Board of Directors, by a majority vote, must approve non-budgeted expenditures up to \$5,000.00 for any individual project.

Section 4. The nonbudgeted expenditure of corporate funds in excess of \$5,000.00 for any individual project must be approved by a majority vote of the membership at a duly-held meeting at which a quorum is present.

Section 5. In all cases, the expenditure of funds shall require receipts that are kept by the treasurer and made available at each meeting of the Board of Directors for inspection along with all bank statements for any accounts that contain Association funds. No expenses shall be reimbursed without a receipt for the approved expense. The Board of Directors must review these records during the regular monthly meeting of the board and note in the official minutes that the records were found in good order or note any discrepancies and actions being taken to reconcile or rectify the discrepancy.

#### ARTICLE X ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed thereof or, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) assessments for fines and penalties imposed for covenant violations, such assessments, to be established and collected as hereinafter provided. The annual and special assessments and assessments for covenant violations, together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall run with the land. Each such assessment, together with interest, late fees, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner



of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for providing these services enumerated in Article II of these by-laws.

Section 3. Maximum Annual Assessment. Until October 17, 1978, the maximum annual assessment shall be Thirty-six and No/100 (\$36.00) Dollars per Lot.

(a) After October 17, 1978, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year or an amount equal to the increase in the consumer price index from the previous year, whichever is greater, without a vote of the membership.

(b) After October 17, 1978, the maximum assessment may be increased above 5% or the increase in the consumer price index by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) As of the Annual Meeting on April 17, 2018, the annual assessment is \$400.00.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Assessment Meetings. Written notice of any meeting called for the purpose of increasing an annual assessment or levying a special assessment shall be sent to all members not less than 15 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-five percent (55%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 45 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected not more frequently than on a monthly basis or less infrequently than on an annual basis. In those cases where one Owner

purchases two or more Lots, such Owner shall be assessed for each Lot and shall be entitled to one vote for each of said lots.

Section 7. The Board of Directors shall fix the amount of the assessment in accordance with these by-laws at least thirty (30) days in advance of each annual assessment period and give written notices thereof to every owner subject thereto. The due dates and method of collection shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

a. Interest. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum, unless the Restrictive Covenants provide for a greater amount. The interest shall accrue until the past due assessment is fully paid.

b. Late Fees. In addition to accruing interest, any assessment not paid by February 15 will be assessed a late fee of \$25.00. Any assessment not fully paid by May 1st, will be assessed a late fee of \$50.00. Any assessment not fully paid by September 1st, will be assessed a late fee of \$75.00. Any assessment not fully paid by December 1st, will be assessed a late fee of \$100.00. All past due assessments, including accrued interest and late fees, will be combined with the following years assessments.

c. Notice of Lien. The Association will send written notice to Owner providing a 30 day final notice for payment of assessment prior to filing a property lien. The Association will send a notification of filed lien with a recorded copy of the lien to member within 30 days of filing.

d. Legal Action. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Property Exempt from Assessments. The following property subject to these by-laws shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a public authority;
- (b) the Common Area; and

(c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina.

Section 11. Insurance Associations. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain a board form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses covered by assessment against the Lot Owners. All such insurance coverage shall be written in the name of the Association as Trustee for each of the Lot owners in the same properties as their undivided interest in the Common Area.

#### ARTICLE XI ARCHITECTURAL COMMITTEE

Section 1. In addition to such other rights as are specifically granted in the Articles of Incorporation, the Declaration or these Bylaws, the Board shall have the power, pursuant to the procedures set forth in this Section, to enforce the following:

a. Failure to pay annual assessment or fee. In event that the (1) annual assessments or charges, (2) special assessments for capital improvements, or (3) assessments for fines and penalties imposed for covenant violations, as described herein is not paid by the deadline, the Board may collect said assessment by any means permitted by law, including but not limited to the foreclosure of the lien as described in the Restrictive Covenants. In addition to other remedies and means of collection, if the Owner is delinquent in paying any assessment or other charges owed to the Association, the Board may:

- i. suspend any services provided by the Association to an Owner or the Owner's Lot,
- ii. suspend the Owner's right to vote,
- iii. suspend the Owner's right to use the Recreational Area and any recreational amenities within the Common Area.

b. Rule Violations. The Board shall have the power to impose sanctions for violations of the Restrictive Covenants, these Bylaws, Rules and Regulations adopted by the Association, or the Restrictive Covenants applicable to the properties, by an Owner, a member of his or her family, or any occupant, tenant, employee, guest, or invitee of the Owner. Sanctions may include, but are not limited to, reasonable monetary fines. Reasonable monetary fines shall be the greater of following:

- i. The costs actually incurred by the Association in abating such violation, without limitation, including attorney's fees, but in no event shall the sanctioned amount exceed the total actual cost incurred by the Association.

ii. Ten (\$10.00) dollars per day, or part thereof, in which the violation continues to exist for a first violation. Twenty-five (\$25.00) dollars per day for a second violation of the same rules or regulations. One hundred (\$100.00) dollars per day for a third or subsequent violation.

iii. Said fines shall constitute a lien or encumbrance upon the land and the Board shall have all the power to collect said charges as provided for annual assessments in the Restrictive Covenants.

Section 2. Failure to Enforce. The failure of the Board to enforce any of the Rules shall not be deemed a waiver of the right to do so thereafter.

Section 3. Notice. Before imposition of any sanction, the Board of Directors or its delegate shall give the Owner written notice describing:

- a. the nature of the alleged violation
- b. the proposed sanction to be imposed;
- c. a period of not less than fifteen (15) days within which the Owner may present a written request for a hearing; and
- d. a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board of Directors before the end of the period set forth in such notice (the "Notice Period"). Such notice will be sent by certified mail, return receipt requested. Notice sent by certified mail shall be deemed received on the third business day after same is deposited in the United States Mail. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting, unless appearance is made to protest the lack of notice.
- e. If a request for a hearing is not received before the end of the Notice Period, the sanction stated in the notice shall be imposed; provided, however, that the Board of Directors may waive any proposed sanction if the violation is cured before the end of the Notice Period. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person. Such waiver shall not apply to sanctions for parking on the street.

Section 4. Hearing. If a hearing is timely requested, the hearing shall be held by the Board of Directors in executive session. The Owner shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanctions, if any, imposed, shall be placed in the minutes of the Board of Directors.

Section 5. Additional Enforcement Rights. Notwithstanding anything to the contrary in this section, the Board of Directors may elect to enforce any provisions of the Rules, without the necessity of compliance with the notice and hearing procedures set forth herein, by self-help methods (specifically including, but not limited to, the towing of Owners and tenant vehicles

parked on the street or in violation of other parking rules) or by action at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Association shall be entitled to recover all costs of such action, including reasonable attorney's fees incurred. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

## ARTICLE XII ARCHITECTURAL COMMITTEE

The Architectural Committee as provided for in the Restrictive Covenants, shall be composed of the Board of Directors, or a committee of three (3) representatives appointed by the Board of Directors.

## ARTICLE XIII AMENDMENTS OF BY-LAWS

These by-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

## ARTICLE XIV RESOLUTION OF CONFLICTS

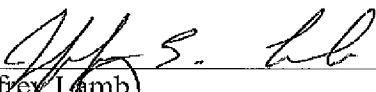
In the case of any conflict between the Articles of Incorporation and these by-laws, the by-laws shall control; and in the case of any conflict between the Restrictive Covenants and these by-laws, the by-laws shall control.

## ARTICLE XV DISSOLUTION

Section 1. The Association may be dissolved with the assent given in writing by not less than two-thirds (2/3) of the members of the Association, at a meeting held after due notice thereof.

Section 2. Upon dissolution of the Association other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created in the event such dedication is refused, such assets shall be granted, conveyed, and assigned to any non-profit corporation, trust, or other organization to be devoted to such similar purposes.

These Amended and Restated By-Laws were approved by the Association at the Annual Meeting on November 2, 2019 and are hereby certified to be the By-Laws of the Corporation.

  
\_\_\_\_\_  
Jeffrey Lamb  
President, Canebrake Homes Association

Dec. 27, 2019  
\_\_\_\_\_  
Date