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FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS

## AMENDED AND RESTATED BYLAWS OF

STONELEDGE AT LAKE KEOWEE OWNERS ASSOCIATION, INC. 2017 AUG - 3 P 4: 10

Approved Nov. 1, 2005

Amended July 2, 2017

### ARTICLE 1 ENTITY AND PURPOSE

#### SECTION 1.1 NAME AND ENTITY

The name of this Association is STONELEDGE AT LAKE KEOWEE OWNERS' ASSOCIATION INC, hereafter referred to as the "Association". It is a nonprofit corporation organized under the South Carolina Nonprofit Corporation Act of 1994. The Articles of Incorporation were filed with the South Carolina Secretary of State on September 7, 2001, and amended Articles of Incorporation were filed with the South Carolina Secretary of State on May 31, 2005.

#### SECTION 1.2 REGISTERED AGENT

The Registered Agent for the Association shall be designated by the Board of Directors. The Registered Agent must be located in Oconee County, South Carolina. Changes to the name or address of the registered agent will be filed with the South Carolina, Secretary of State.

#### SECTION 1.3 PURPOSE

The purpose of the Association is to (i) provide maintenance services to the Owners; (ii) manage and maintain the Common Area within the Property; (iii) administer and enforce all covenants, conditions, restrictions, and rules applicable to the Property known as Stoneledge at Lake Keowee, located in Oconee County, South Carolina; (iv) manage and maintain all sewer utility service facilities located on, under or within the boundaries of the property; and (v) to engage in other activities allowed by law which are necessary for the Association to carry out its rights, duties, and responsibilities set forth in the Second Amended and Restated Declaration of Covenants, hereafter referred to as the "Declaration."

### ARTICLE 2 DEFINITIONS

All capitalized items when used in these Bylaws, or any amendment hereafter, shall have the meanings set forth in the Second Amended and Restated Declaration of Covenants, executed by Stoneledge at Lake Keowee

Ret: Linda Love  
518 Sunset Point Dr  
West Union SC 29696  
001434 22

Owners' Association, Inc., and duly recorded in the Office of the Registrar of Deeds for Oconee County, South Carolina Deed Book 2240, Pages 72-99, which may be supplemented and amended as needed.

### **ARTICLE 3 MEETING OF MEMBERS**

#### **SECTION 3.1 MEMBERSHIP**

Members of the Association shall be "Members" as defined in Article 1, Section 18 of the Second Amended and Restated Declaration of Covenants.

#### **SECTION 3.2 ANNUAL MEETINGS**

A general membership meeting shall be held annually between the dates of September 1 and November 15 of each year. The date, time, and place (within Oconee County) of the meeting will be set by the Board of Directors.

#### **SECTION 3.3 SPECIAL MEETING S**

Special Meetings of the Members may be called at any time by the Board of Directors.

#### **SECTION 3.4 NOTICE OF MEETINGS**

Unless otherwise required by the Declaration, written notice of each meeting shall be given to the Members not less than thirty (30) days nor more than sixty (60) days before the date of such meeting. This notice may be given by US mail or by electronic mail and will be addressed to each Member's postal or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.

#### **SECTION 3.5 VOTING RIGHTS**

Members shall be all owners, as defined in Article I, Section 18 and Section 19 of the Declaration. Members shall be entitled to one vote for each Unit or Lot owned. When more than one person holds an interest in any Unit or Lot, all such persons shall be members and the vote for such Unit or Lot shall be exercised as the Owners thereof determine, but in no event shall more than one vote be cast with respect to any Unit or Lot, and no fractional vote be cast with respect to any Unit or Lot.

Members may vote in person, by mail, by electronic mail, or by proxy, provided written or electronic notice of proxy is delivered to the Secretary prior to the call to order of the meeting.

### **SECTION 3.6 QUORUM**

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to the Units or Lots shall constitute a quorum for any action except as otherwise provided in the Declaration or by these Amended By-Laws.

### **SECTION 3.7 ACTION BY MEMBERS**

Except as provided in the Declaration, any act or decision approved by a vote of no less than two-thirds (2/3) of all Units or Lots represented at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of Members.

Any action which may be taken at any annual, regular, or special meeting of the Members may be taken without a meeting if: (i) one or more consents in writing, is signed by those Members representing at least eighty percent (80%) of the Members and filed with the Secretary of the Association; or (ii) such action is approved by written ballot.

## **ARTICLE 4 BOARD OF DIRECTORS**

### **SECTION 4.1 NUMBER**

The business affairs of the Association shall be managed by a Board of at least a minimum of four (4) and up to a maximum of seven (7) directors.

### **SECTION 4.2 ELECTION**

Directors, who must be Members of the Association, shall be elected at the annual meeting of the Members. Members or their proxies may submit a vote, with respect to each vacancy on the Board of Directors either written or by email to the Secretary at any time between the date of the Notice and the date and time of the conclusion of said meeting. Nominations for election to the Board to fill any vacancy will be accepted at any time after the Notice of the annual meeting is given. Nominations may also be made from the floor of the annual meeting. The persons receiving the largest number of votes shall be elected.

### **SECTION 4.3 TERM OF OFFICE**

The term of directors elected by the Members shall be two (2) years. Directors may run for reelection for subsequent one (1) year terms.

#### **SECTION 4.4      REMOVAL**

Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The Board of Directors shall have the power, acting alone, to declare the office of the director vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors. In the event of death, resignation, or removal of a director, his/her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his/her predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

#### **SECTION 4.5      COMPENSATION AND SALARIES**

No Director shall receive compensation for any service he/she may render to the Association with respect to duties they perform as a director, provided however, that a Director may serve the Association in another capacity and receive compensation thereof. However, any director may be reimbursed for his actual expenses incurred in the performance of his/her duties. The Board of Directors shall set the salaries of all employees and agents of the Association.

### **ARTICLE 5   MEETINGS OF DIRECTORS**

#### **SECTION 5.1      REGULAR AND SPECIAL MEETINGS**

Meetings of the Board of Directors shall be held on a regular basis as often as the Board of Directors sees fit, but no less often than annually at such place and hour as decided on by the Board of Directors. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors, after not less than three (3) days' notice to each director. Notice of each special meeting of the Board of Directors, stating the date, time, place and/or conference call information shall be given by the Secretary of the Association by emailing, mailing or telephoning each director no fewer than three (3) days before such meeting or as otherwise agreed to by the Board of Directors.

#### **SECTION 5.2      QUORUM**

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

### **SECTION 5.3      INFORMAL ACTION BY DIRECTORS**

Action taken by the directors without a meeting in nevertheless Board of Directors action if written or verbal consent to the action in question is given by all of the directors and filed or recorded with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

### **SECTION 5.4      LIABILITY OF THE BOARD OF DIRECTORS**

The members of the Board of Directors shall not be liable to the Members or to the Association for any mistake of judgment, negligence, or otherwise except for (i) a breach of the director's duty of loyalty to the Association of Members, (ii) for any transaction from which a director derived an improper personal benefit. The Members 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 these Bylaws. 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, except to the extent that they are Members.

## **ARTICLE 6   POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

### **SECTION 6.1      POWERS**

The Board of Directors shall have power to:

- (a) formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Residence and the Common Area, including recreational parking facilities, boat docks, and boat slips, as more fully provided in the Amended Dock Rules, Amended Rules and Regulations of Stoneledge at Lake Keowee, and Architectural Committee Review;
- (b) 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 Amended Bylaws or the Declaration;
- (c) 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;
- (d) employ agents, independent contractors, or such other employees as they deem necessary, and prescribe their duties;

- (e) employ attorneys and accountants to advise, serve and represent the Association when deemed necessary;
- (f) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;
- (g) appoint and remove all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient;
- (h) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;
- (i) enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made, and at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration;
- (j) levy assessments as more particularly set forth in the Declaration;
- (k) appoint members of the Architectural Committee as described in the Declaration;
- (l) suspend the voting rights of a Member during any period in which such Member is 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 thirty (30) days for infraction of published rules of the Association; and,
- (m) borrow money or the purpose of improving, maintaining, repairing, or replacing facilities maintained by the Association and pledge any or all of the Association's real or personal property including accounts receivable as security for such borrowing.

## **SECTION 6.2 DUTIES**

It shall be the duty and responsibility of the Board of Directors to:

- (a) keep a complete record of all its acts and corporate affairs;
- (b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
  - i. fix the amount of assessments;

- ii. send by USPS mail or email written notice of each assessment to every Owner subject thereto before its due date; and
  - iii. place a lien against any property for which assessments are not paid within thirty (30) days after the due date and to foreclose on said lien if appropriate, or bring an action at law against the Owner personally obligated to pay the same.
- (d) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;
  - (e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (f) cause all Common Area and the Sewer Facilities to be managed and maintained; and
  - (g) establish rules and regulations that will be in the best interest of the majority of owners and will maintain the integrity of the facilities, as well as the safety, quality and character of the Community.

## **ARTICLE 7 OFFICERS AND THEIR DUTIES**

### **SECTION 7.1 OFFICERS**

The officers of the Association shall be a President and Vice-President, a Secretary, and a Treasurer. The officers shall be members of the Board of Directors. The appointment of officers shall take place at the first meeting of the Board of Directors following the annual meeting of Members. Each officer shall hold office for one year or until the first meeting following the next annual meeting or until his/her death, resignation, retirement, removal, disqualification, or his successor is appointed and qualifies. The Board of Directors may elect other officers 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 determine. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices, except in the case of special offices created by the Directors as noted previously in this section.

### **SECTION 7.2 RESIGNATION, REMOVAL AND VACANCIES**

Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to



the Board of Directors President or Secretary. Such resignation shall take effect on the date of the notice or as otherwise specified in the notice. 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 office he/she replaces.

### **SECTION 7.3      DUTIES**

The duties of the officers are as follows:

- (a) President: The President shall be the principal executive officer of the Association, and shall supervise and control the management of the Association. The President shall serve as Chairperson and preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, promissory notes, mortgages, deeds, and other written instruments and shall have such check signing authority as may be approved by the Board of Directors.
- (b) Vice President: The Vice President shall act in place and instead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.
- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall authenticate records of the Association, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the Members of the Association together with their addresses, and shall perform other such duties as required by the Board of Directors.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall prepare an annual budget for the following year and a current balance sheet and a statement of income and expenditures to be presented to the membership at its regular annual meeting with a presentation of these documents on the Association's website for the benefit of all members; shall also post quarterly and annual balance sheets and statements of income and expenditures on the Association's website; and shall, on an annual basis, cause the Board of Directors to form an Audit Committee to review the financial records in depth. Upon a change in the position of Treasurer or an occurrence or situation that the



Board of Directors feel an audit is necessary. The Board of Directors shall cause an audit of the Association's books to be made by a Certified Public Accountant that would cover at least the last calendar year and the period up to the change in position or occurrence. The Treasurer shall ensure proper federal and state income tax returns are prepared and filed as required.

## **ARTICLE 8 COMMITTEES**

### **SECTION 8.1 COMMITTEES**

The Board of Directors shall appoint members of the Architectural Committee as provided and with the duties as described in the Declaration and shall appoint members of the Audit Committee as noted in these Amended Bylaws. The Board of Directors may create such other committees as are deemed necessary to conduct the business of the Association.

### **SECTION 8.2 COMPENSATION**

Members of Committees shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation thereof.

## **ARTICLE 9 BOOKS AND RECORDS**

### **SECTION 9.1 FISCAL YEAR**

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end the 31<sup>st</sup> day of December of every year.

### **SECTION 9.2 ASSOCIATION RECORDS**

The Association shall:

- (a) keep as permanent records, minutes of all meetings of its Members and Board of Directors, a record of all actions taken by Members or Directors without a meeting, and a record of all actions taken by committee of the Board of Directors;
- (b) maintain appropriate accounting records;

- (c) maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members, in alphabetical order showing the residence address of each Member;
- (d) maintain its records in written form or in another form capable of conversion into written form within a reasonable time; and
- (e) keep a copy of the following records at its principal office or on its website
  - i. its Articles of Incorporation and all amendments;
  - ii. its Bylaws and all amendments;
  - iii. resolutions adopted by its Board of Directors relating to characteristics, qualifications, rights, limitations, and obligations of Members;
  - iv. the minutes of all meetings and records of all actions approved by the Members for the past three (3) years;
  - v. all written communications to Members, including financial statements furnished within the past three (3) years;
  - vi. a list of names and electronic or USPS mail addresses of its current Directors and Officers.
  - vii. its most recent report of each type required to be filed by it with the Secretary of State; and,
  - viii. the tax returns filed with the Internal Revenue Service and the State of South Carolina for the past three (3) years.

### **SECTION 9.3      INSPECTIONS OF RECORDS BY MEMBERS**

A Member is entitled to inspect and copy, at a reasonable time and location specified by the Association:

- i. any of the records of the Association described in Subsection 9.2 (e) above if the Member gives the Association written or electronic notice at least five (5) business days before the date on which a Member wishes to inspect and copy;
- ii. accounting records of the Association.

### **SECTION 9.4      SCOPE OF INSPECTION RIGHTS**

- (a) A Member's agent or attorney has the same inspection and copying rights as the Member the agent or attorney represents.

(b) The right to copy records under Section 9.2 above includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic or other mean

(c) The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member. The charge may not exceed the cost of production or reproductions of the records.

#### **SECTION 9.5      LIMITATION OF USE OF MEMBERSHIP LIST**

Without consent of the Board of Directors, a Membership list or any part of a Membership list may not be obtained or used by a person for any purpose unrelated to a Member's interest as a Member. Without consent of the Board of Directors, a Membership list or any part of the list may not be:

- (a) used to solicit money or property unless the money or property will be used solely to solicit the votes of the Members in a election to be held by the Association;
- (b) used for any commercial purpose; or
- (c) sold to or purchased by any person.

#### **SECTION 9.6      FINANCIAL STATEMENT FOR MEMBERS**

Upon receipt of a written or electronically transmitted demand from a Member, the Association shall furnish the demanding Member its latest annual financial statements that include a balance sheet as of the end of the fiscal year and a statement of operations for the year. The Association may also direct the demanding Member to its most current financial statements which are posted on the Association's website.

### **ARTICLE 10 ASSESSMENTS**

As more fully provided in Article VI Assessments of the Declaration, each Member is obligated to pay to the Association annual assessments and special assessments. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within 30 days of its due date, as set forth in the Declaration, the assessment shall bear interest as described in the Declaration or the highest rate permitted by law, whichever is lower. The Association may bring an action at law against the Member personally obligated to pay the same and/or foreclose the lien on the Residence in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of

mortgages. Failure by the Association to enforce any covenant or lien herein contained shall in no event be deemed a waiver to do so. The interest, costs of collection and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of his Residence or the Common Area.

The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents and the Property; payment of taxes on the common area and limited common area; payment of the costs of enforcing these covenants and rules of the Association; improving and maintaining the Property, the sanitary sewer service facilities and the exterior of the residences thereon, the common area, the limited common area; payment of the premiums and deductibles of the insurance that the Association is required by the Declaration to maintain; providing the services, amenities and related facilities for purposes of, and related to, the use and enjoyment of the common area and limited common area; payment of operating expenses of the Association; and partially funding the reserve fund.

#### **ARTICLE 11 AMENDMENTS**

The Board of Directors acting unanimously shall have the power to amend or repeal these Bylaws. Additionally, these Bylaws may be amended, or repealed at a regular or special meeting of the Members or by the informal action by the Members in accordance with Section 3.7 above by a vote of at least two-thirds of the units or lots represented at a duly held meeting of the Members at which a quorum is present in person, by proxy, by written consent or by ballot.

#### **ARTICLE 12 CONTROLLING DOCUMENTS**

In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **ARTICLE 13 RULES AND REGULATIONS**

As stated in Section 6.1 (a), the Board of Directors may formulate, public, and enforce rules and regulations. These rules and regulations are more fully

detailed in the documents entitled *Amended Dock Rules; Amended Rules and Regulations of Stoneledge at Lake Keowee; and Architectural Committee Review*. These documents may be accessed at the Association's web site.

## **ARTICLE 14 NOTICE**

### **SECTION 14.1 NOTICE REQUIREMENTS**

- (a) If any other Sections of these Bylaws or of the Declaration prescribe notice requirements for particular meetings or circumstances, those requirements govern rather than those in Section 14.1 (b) below.
- (b) Notices required, permitted, or desired to be given by a Member, the Association, or an agent of either shall be subject to the following:
  - i. written notice is to be communicated by USPS mail and/or electronic mail transmission;
  - ii. written notice or electronically transmitted mail notice, if in a comprehensible form, is effective at the earliest of the following:
    - a. the date it was sent via electronically transmitted mail;
    - b. the date shown on the receipt, if sent by registered, certified, or return receipt requested mail; or,
    - c. five days after deposit in USPS mail
  - iii. written notice is correctly addressed to a Member if addressed to the Member's address shown in the Association's current list of Members. It is the Member's responsibility to ensure the Association has current information;
  - iv. written notice is correctly addressed to the Association, other than in its capacity as Member, if addressed to its registered agent or to its Secretary as the Association has communicated in writing to Members for use in corresponding with the Association.

## **ARTICLE 15 INDEMNIFICATION OF DIRECTORS AND OFFICERS**

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another

corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually and reasonable incurred by him/her in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he/she is made a party or was (or is threatened to be made) party by reason of being or having been such director or officer, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him/her against such liability.

The Association's indemnity of an person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his/her behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust, or other enterprise.

Nothing contained in this Article 14, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

AMENDED AND RESTATED BYLAWS ADOPTED AS OF THE 2<sup>ND</sup> DAY OF JULY,  
2017

BY DIRECTORS:

Stephen Gosk    President  
Paul Daniels    Vice President  
Linda Love    Secretary  
John Wilson    Treasurer  
Jessy Grasso    Director  
Joanna Steffes    Director  
Paul Faulkenberry    Director



IN WITNESS HEREOF, the Association has caused this instrument to be executed this 2<sup>nd</sup> day of August, 2017.

IN THE PRESENCE OF:

STONELEDGE AT LAKE KEOWEE  
OWNERS' ASSOCIATION, INC., a South  
Carolina non-profit corporation

Barbara Plachta  
Barbara Plachta, Witness

Ray Plachta  
Ray Plachta, Witness

By: Linda M. Love  
Linda M. Love  
Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

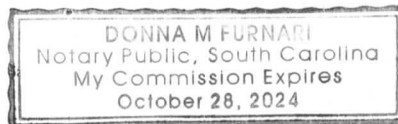
PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Stoneledge at Lake Keowee Owners' Association, Inc., by its Secretary, Linda M. Love, sign, seal and as its act and deed, deliver the within written AMENDED AND RESTATED BYLAWS FOR STONELEDGE AT LAKE KEOWEE, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Barbara Plachta  
Barbara Plachta, Witness

SWORN to before me this 2<sup>ND</sup>  
day of AUGUST, 2017.

Donna M. Furnari (SEAL)  
Notary Public  
My Commission Expires: 10/28/2024



2017 AUG - 3 P 4: 10

FILED OCONEE COUNTY, SC  
ANNA K. DAVISON  
REGISTER OF DEEDS