

AMENDED AND RESTATED BYLAWS
OF COMMUNITY SERVICES ASSOCIATES, INC.

Article I

Name, Purposes and Offices

Section 1. Name. The name of the corporation is Community Services Associates, Inc. (hereinafter "Corporation" or "CSA").

Section 2. Purposes. CSA is organized as a South Carolina non-profit corporation pursuant to Title 33, Chapter 31, Code of Laws of South Carolina (1976) (as amended), for those purposes generally set forth in the Certificate of Incorporation dated September 23, 1987, and specifically to:

- (a) accept and hold title to the Community Properties, as herein defined; and
- (b) assume and perform the duties, rights, and obligations assigned to CSA pursuant to the 1988 Covenants, as herein defined; and
- (c) perform said duties and exercise said rights and manage said properties so as to maintain Sea Pines (as defined herein) as an attractive community and enhance the value of all properties in Sea Pines on a basis that does not discriminate among Owners, as herein defined.

Section 3. Principal Office. The principal office of the Corporation is located at 175 Greenwood Drive, Hilton Head Island, South Carolina, 29928, or at such other place as may be designated by the Board of Directors of the Corporation (hereinafter "Board of Directors" or "Board"). The registered office of the Corporation may be, but need not be identical with the principal office and the address of the registered office may be changed from time to time by the Board of Directors.

Article II

Definitions

Section 1. General. The following words and phrases, when used in these Bylaws or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) ASPPPO. Association of Sea Pines Plantation Property Owners, Inc. and The Advisory Board, a South Carolina not for profit corporation whose members are residential owners in Sea Pines who elect to be members thereof.
- (b) Business Director. Any Commercial Director or Resort Director.
- (c) Business Member. Any Owner referred to as a Class '13' Member in the 1988 Covenants.
- (d) Business Lands. The real property listed in Exhibit E of the 1988 Covenants and any other real property designated Business Lands in the 1974 Covenants.
- (e) Commercial Director. Any Director of CSA elected by Commercial Members pursuant to Article V, Section 4 of these Bylaws, and any successor or replacement of a Commercial Director

chosen pursuant to Article V, Section 8 of these Bylaws, and referred to as a Class '13' Director in the 1988 Covenants.

(f) Commercial Member. Commercial Members are all Business Members except the Resort.

(g) Community Assessments. The annual community service assessments required to be paid by certain Owners to CSA and described in Article III of the 1974 Covenants, as amended.

(h) Community Properties. All of the real property transferred to CSA pursuant to Article I of the 1988 Covenants and any real property acquired thereafter and designated as such by CSA.

(i) Member. Any Owner of any Residential Land or Business Land in Sea Pines, provided, however, that there shall be only one (1) Membership for each lot or parcel of real property and all individuals or entities holding title shall collectively be referred to as Owner and/or Member, i.e., interval ownership.

(j) Membership. All of the Residential Members and Business Members of CSA.

(k) 1974 Covenants. The documents entitled "Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc.," dated September 7, 1974, and recorded in Deed Book 224 at Page 1036 in the Office of the Register of Deeds for Beaufort County, South Carolina, as amended from time to time.

(l) 1987 Assignment. The "Assignment of Rights" of the Hilton Head Liquidation Corp. to Sea Pines Plantation Company, Inc., dated November 17, 1987, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 490 at Page 712.

(m) 1988 Covenants. That document entitled "Declaration of Covenants and Agreement of 1988 for the Transfer of Properties, Reserved Rights and Obligations of Hilton Head Liquidation Corp. to Community Services Associates, Inc." between Hilton Head Liquidation Corp., formerly known as Sea Pines Plantation Company, and CSA, dated December 8, 1988, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 519 at Page 1161, as amended from time to time.

(n) Owner. The owner as shown by the real estate records in the Office of the Register of Deeds for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lands or Business Lands situated within Sea Pines but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, or holder of a security deed, its successors or assigns, unless or until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure and has held such title for a period of one (1) year; nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, a long term contract of sale covering any real property within Sea Pines, the Owner of such lot or parcel of real property shall be the purchaser under said contract and not the fee simple title holder. A long term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the

contract and where the purchaser does not receive title to the property until such payments are made, although the purchaser is given the use of said property.

(o) Residential Director. Any Director of CSA elected by the Residential Members pursuant to Article V Section 3 of these Bylaws and any successor or replacement of a Residential Director chosen pursuant to Article V Section 8 of these Bylaws, and referred to in the 1988 Covenants as a Class 'A' Director.

(p) Residential Member. Any Owner of a single family lot, single family dwelling unit or a multi-family dwelling unit, and referred to in the 1988 Covenants as a Class 'A' Member.

(q) Residential Lands. All of the real property within Sea Pines subject to that certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions etc. dated April 1, 1970 and recorded in the Office of the Register of Deeds for Beaufort County in Book 173 at Page 46, as amended (the "Class A Covenants"), and that certain Declaration of Rights, Restrictions, Conditions etc., dated July 9, 1964, and recorded in the Office of the Register of Deeds for Beaufort County in Book 124 at Page 35, as amended (the "Class B Covenants").

(r) Resort. Sea Pines Resort, LLC, a Virginia Limited Liability Company authorized to conduct business in South Carolina, and its successors and assigns.

(s) Resort Director. Any Director of CSA appointed by Resort pursuant to Article V Section 5 of these Bylaws and the 1988 Covenants.

(t) Sea Pines. All of that certain real property containing Residential Lands, Business Lands, Community Properties, and Open Space, as more particularly described as Sea Pines Plantation in Exhibit 'A' to the 1974 Covenants.

Article III Membership Rights and Privileges

Section 1. Membership Voting Rights. Each Member shall have the right to vote, except that voting rights of Members whose Community Assessments are delinquent shall be suspended until said Community Assessments have been paid in full. There shall be two (2) classes of voting Members:

(a) Residential Members. Each Residential Member shall be entitled to a maximum of one (1) vote for each unimproved lot, single-family dwelling unit or multifamily dwelling unit owned by such Member.

(b) Business Members. Each Business Member shall be entitled to one (1) vote plus one (1) vote for each \$500.00 of assessments over and above the first \$500.00 in Community Assessments paid in the prior calendar year. In computing the number of votes of a Business Member, the amount of assessment shall be rounded off to the nearest \$500.00. For example, a Business Member who pays \$749.00 in assessments will have one (1) vote, a Business Member who pays \$751.00 in assessments will have two (2) votes.

(c) Multiple Owners. In the event there exists multiple Owners of any Residential Land or Business Land (i.e., fiduciaries, joint tenants, tenants by the entirety, tenants in common,

tenants in partnership or in any other manner of joint or common ownership), the vote for each such Residential Land and Business Land shall be exercised as such multiple Owners themselves determine. Such multiple Owners shall advise the President of CSA of the name of the individual who shall exercise the vote for the multiple Owners prior to any annual or special meeting of the Members of CSA, or the counting of any vote. In the absence of such advice, the vote of such Residential Land or Business Land shall be suspended in the event that more than one (1) person seeks to exercise it. The principle of this paragraph shall apply to execution of proxies, mail referenda, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 2. Manner of Voting. A Member authorized to vote, or to sign any document, may do so in person; by written ballot or document; by proxy; or, by electronic means as allowed by law, these Bylaws, the Covenants, or as authorized by the Board.

Section 3. Proxies. Every Member entitled to vote at a meeting of the Membership may authorize another person or persons to act for such Member by proxy. Every proxy must be signed by the Member or his attorney-in-fact and be delivered to the Secretary at the meeting prior to the meeting being called to order. No proxy shall be valid after the date of the meeting of the membership or any adjournment thereof. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 4. Members' Right to Approve Certain Actions by Mail/Electronic Referendum Vote. The Board of Directors of CSA may, by resolution or affirmative vote of a majority of the Board as set forth below, initiate a referendum in which the Members shall have the authority to approve or reject by mail or electronic referendum the following:

(a) Any merger, consolidation or dissolution of CSA, subject to the condition that any such action must be carried out pursuant to a plan of merger, consolidation, or dissolution which provides for the uninterrupted exercise of CSA's principal duties with respect to the Community Properties.

(b) Any merger with another property owners' association serving an adjoining tract.

(c) Any amendment to any provision of the 1988 Covenants (except no amendment may alter the election of directors, or impair any right reserved to Members, or create or increase liability of Members or CSA).

(d) Any sale, gift, lease for more than one (1) year, of one percent (1%) or more of the Community Properties, "except to the extent that "minor changes" in the boundaries of said Properties are allowed pursuant to Article II, Section 13 (5) of the 1974 Covenants, which right to make "minor changes" shall vest exclusively with the Board and be freely exercisable by the Board without approval or ratification by the Members.

(e) Any re-designation of one percent (1%) or more of any category (designated in the 1974 Covenants) of the Community Properties.

Section 5. Referendum Call, Approval, and Certification. All mail and/or electronic referendums shall be conducted in accordance with the process provided in the 1974 Covenants, the 1988 Covenants, and these Bylaws. In the event of any conflict, the 1974 covenants shall control.

(a) Call. A resolution calling for a Referendum must be adopted by a favorable vote of a majority of the Residential Directors then in office and a favorable vote of a majority of the Business Directors then in office. In the event of a tie vote of Business Directors, the matter shall be promptly submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association. The decision rendered in such arbitration shall be final and binding upon the Board of Directors.

(b) Approval. A mail/electronic referendum is deemed "approved" if seventy-five percent (75%) or more of the ballots actually returned to CSA are in favor of the proposed action. In order to be counted, any ballot must be returned to CSA or its designated representative within thirty (30) days of the date that the ballot was marked as mailed by the United States Postal Service or via electronic means as specified by CSA.

(c) Certification. No mail/electronic referendum shall be effective unless a statement of the results thereof is:

- (1) Signed by the President and Secretary of CSA in their representative capacities.
- (2) Sent to the Members by United States mail or by electronic methods.
- (3) Recorded in the Office of the Beaufort County Register of Deeds, in the name of CSA as an assignee of Resort's predecessor. Said statements shall include the effective date of the action, the date of the call for referendum, the total number of votes needed to adopt the action, and the total votes cast for and against the action.

Section 6. Voting as a Class. For purposes of voting on all CSA business other than the election of Directors, all Members shall vote together as one (1) class.

Article IV Meetings of Membership

Section 1. Place of Meeting. Meetings of the Membership shall be held at the principal office of CSA or at such other place within the State of South Carolina as the Board of Directors shall authorize.

Section 2. Annual Meeting. The annual meeting of the Membership shall be held each year at a date determined within the discretion of the Board of Directors. The agenda for such annual meeting shall include such business as may properly come before the meeting, reports on (1) current status and future plans for Sea Pines, (2) actions requiring Membership approval, and (3) the annual report.

Section 3. Special Meetings. Special meetings of the Membership may be called by the Chair of the Board of Directors, a majority of the Board of Directors, or presentment to the President of CSA of a petition bearing the signatures of no fewer than five percent (5%) of the Residential Members or ten (10) Business Members of the Corporation entitled to vote at such special meeting. Such request and notice of meeting issued pursuant thereto shall state the purpose or purposes of the proposed meeting, and all business transacted at the special meeting shall be confined to the purposes stated in the notice.

Section 4. Notice of Meeting.

(a) Notice by Mail. 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, not less than ten (10) but not more than fifty (50) days before such meeting, to each Member to the last known address of the person or entity who appears as Owner of record on the record date for such meeting. Notice to one (1) of two (2) or more co-Owners shall constitute notice to all co-Owners. It shall be the obligation of every Member to promptly notify CSA in writing of any change of address. Notice of each meeting shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes of the meeting.

(b) Notice by Electronic Methods. Subject to prior approval by the Board, notice of any meeting of the Membership may be made by electronic methods if such notice is sent not less than ten (10) nor more than fifty (50) days prior to the meeting, and includes such information as required in any notice sent pursuant to Section 4(a) of this Article IV, and shall be deemed delivered when entered into an authorized internet service provider addressed to the Members' electronic address as it appears in the records of CSA, or other such electronic address provided to CSA in writing by such Member prior to the fixing of the record date in accordance with Article IV, Section 8 of these Bylaws..

Section 5. Waiver of Notice. Notice of any meeting of the Membership need not be given to any Member who signs a waiver of notice, either in person or by proxy, either before or after the meeting. The attendance, whether in person or by proxy, of any Member at a meeting without protesting the sufficiency of the notice of the meeting prior to the commencement of such meeting shall constitute a waiver of notice under these Bylaws by such Member.

Section 6. Quorum. 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 in this section and any other requirements for such "duly called meeting" which may be established by these Bylaws. Prior to the commencement of each meeting, the Secretary shall certify that the required quorum is present either in person or by proxy.

(a) The first time a meeting of the Members of CSA is called to vote on a particular action (other than a vote taken by mail referendum) proposed to be taken by CSA, the presence at the meeting of Members or proxies entitled to cast twenty (20%) percent of the total vote of the Membership shall constitute a quorum.

(b) 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 fifteen (15%) percent of the total vote of the Membership.

(c) If the required quorum is not forthcoming at such second meeting, a third 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 ten (10%) percent of the total vote of the Membership of CSA.

Section 7. Adjournment. Upon the affirmative vote of a majority of Members present and authorized to vote at a Membership meeting, the meeting may be adjourned. In the event of unfinished business, such adjournment may be temporary to a fixed time, date and place, which time, date and place shall be announced at such meeting prior to adjournment, and there shall be no requirement for further notice as to the time and place of such adjourned meeting. Such adjournment shall be for a period not in excess of thirty (30) days. At any such adjourned meeting at which a quorum shall be present, only the business that may have been transacted at the meeting as originally scheduled may properly be transacted.

Section 8. Record Date. For the purpose of determining the Members qualified or entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the Board shall fix a date as the record date for such determination of Members. Such date shall be not more than sixty (60) days nor less than thirty (30) days before the date of such meeting. If no record date is fixed by the Board, the record date for any such purposes shall be thirty (30) days before the date of such meeting.

Section 9. Voting of Members. At all Membership meetings, voting may be by voice vote. However, any Member may demand a recorded vote whereupon such vote shall be taken by ballot, and the secretary shall record the name of each Member voting, the vote of each Member, and, if such vote shall be by proxy, the name of the proxy holder. A complete list of Members entitled to vote at a Membership meeting or any adjournment thereof, arranged in alphabetical order, shall be prepared in accordance with applicable law by the secretary of the Corporation. Such list shall be subject to inspection by any Member upon written demand for the purpose of communication with other members concerning the meeting. Such list shall be available at the principal office of the Corporation beginning the day after notice is given of the meeting for which the list was prepared and continuing through the meeting, or any adjournment thereof. There shall be no cumulative voting.

Section 10. Action of the Membership. Except as otherwise specifically required by these Bylaws, the 1988 Covenants or applicable law, any action requiring Membership approval shall be effective if approved by a majority of those Members present, in person or by proxy, and authorized to vote at a duly noticed meeting at which a quorum was present when the meeting was called to order.

Section 11. Document Access. The following corporate documents shall be made available to Members at the principal office of CSA or via electronic methods, the selection of which shall be at the sole discretion of CSA, unless otherwise required by applicable law:

- (a) Principal Sea Pines Covenants and Agreements;
- (b) CSA Certificate of Incorporation;
- (c) Sea Pines Rules and Regulations;
- (d) CSA Policy Statements;
- (e) Principal CSA audited Annual Financial Statements;
- (f) Board-approved Minutes of Board Meetings and Membership Meetings; and
- (g) Any other records required to be maintained and disclosed to Members in accordance with applicable law.

Article V
Board of Directors

Section 1. General. Except for those powers specifically and exclusively vested with the Membership pursuant to Article III, Section 4 of these Bylaws and Section 5.8 of the 1988 Covenants, the full and entire management of the affairs and business of CSA shall be vested in the Board of Directors, which shall have and may exercise all of the powers that may lawfully be exercised or performed by CSA. Unless otherwise specified, these powers may be exercised by the vote of a majority of the members of the Board of Directors present at the time of the vote. These powers include, but are not limited to, the following:

- (a) By a majority vote of the CSA Board Members then in office, amend these Bylaws;
- (b) Establish rules and regulations applicable to the Members, their guests, and visitors;
- (c) By the affirmative vote of a majority of the Residential Directors then in office and the affirmative vote of a majority of the Business Directors then in office approve a matter to be submitted to a Referendum of the Members ;
- (d) Enforce or defend existing Sea Pines real property covenants by any action at law or in equity, or by arbitration in accordance with applicable law;
- (e) By the affirmative vote of a majority of the Residential Directors then in office and the affirmative vote of a majority of the Business Directors then in office approve any merger, consolidation, or dissolution of CSA other than a merger with ASPPPO which shall only require a majority vote of the Directors present at the time of the vote (in addition to the Directors approval, the Members must approve these actions in accordance with applicable law);
- (f) Grant easements across, over and through the Community Properties, unless prevented by limitations imposed by applicable recorded covenants;
- (g) To hire and terminate the President;
- (h) Approve job descriptions, compensation, other employment arrangements of the department heads and other key employees who report to the President, and if necessary or advisable hire or dismiss department heads and other key employees;
- (i) Engage, pay, and contract for community services and such other services, including the services of attorneys, accountants, auditors such other professionals and personnel as are necessary to carry out the duties and responsibilities of CSA;
- (j) Determine, levy, and collect assessments, contributions, and/or fees and charges from Members or non-member entities and individuals that have access rights to Sea Pines.”
- (k) Open and maintain bank or other financial accounts; borrow funds for providing or restoring services for Community Properties;

(l) Adopt annual budgets and keep and maintain financial records;

(m) By an affirmative vote of a majority of the Residential Directors then in office and the affirmative vote of a majority of the Business Directors then in office, amend Gate Pass Policies, subject, however, to the limitations on CSA's ability to amend Gate Pass Policies contained in applicable agreements or recorded covenants;

(n) To authorize and create various corporate offices and positions, such as Chief Operating Officer, Chief Financial Officer, Executive Assistant and any other positions which the Board decides to establish from time to time; and

(o) Approve the minutes of the annual Membership meeting.

Section 2. CSA Board of Directors. The CSA Board of Directors shall be comprised of three (3) classes. There shall be nine (9) Residential Directors, four (4) Commercial Directors, and four (4) Resort Directors. Each Director must be at least eighteen (18) years of age and be a CSA Member in good standing, provided, however, that a spouse of a CSA Member may be a Director, and if the CSA Member is a legal entity (e.g., corporation, trust), that CSA Member may designate an individual to serve on its behalf as a Director. Each Director who is in good standing, present, and voting shall have one (1) vote regardless of whether the Director is a Residential, Commercial, or Resort Director.

Section 3. Residential Directors Nomination and Election. Candidates for election as Residential Directors shall be nominated and elected as follows:

(a) Nominating Committee. A Residential Director Nominating Committee shall be appointed by the Chair of the Board subject to the approval of a majority of the Residential Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. This appointment shall be announced at each annual meeting. The Committee shall consist of a Chairman, who shall be a Residential Director, and two (2) or more Residential Members. The Committee may nominate as many candidates as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made only from among Residential Members, subject to Section 2 of this Article. The list of nominees must be available at "CSA Offices" or by a posting on the CSA web site for review by all Residential Members on or before August 31" prior to the election. In addition, the Members must be informed by a posting on the CSA website at that time of their right to nominate candidates by petition as set forth below.

(b) Nomination by Petition. Any Residential Member may nominate a candidate if

(1) The candidate is a Residential Member in good standing, or the spouse of a Residential Member in good standing, or designee of a Residential Member that is not an individual (e.g., corporation, trust);

(2) The nomination is supported by a petition submitted in accordance with this section bearing the names, signatures, and addresses of at least fifty (50) Residential Members;

(3) The petitioner must establish that the candidate is ready, willing and able to serve; and

(4) The proposed name reaches the Residential Member Nominating Committee by October 1 prior to the election.

(c) Election. The names of nominees shall appear on the ballot in alphabetical order and the nominees shall be identified as to how nominated. The ballot shall be mailed to all Residential Members between November 1 and December 1 in each year to be returned for receipt by CSA by a date selected by the Board, but no later than December 31. Only Residential Members may vote in the election of Residential Directors and each such Member shall have a number of votes equal to the number of Residential Directors to be elected. There shall be no cumulative voting. The candidates receiving the largest number of votes cast shall be elected to the vacancies to be filled. The newly elected Directors will be installed at the beginning of the first meeting of the Board held after their election. The outgoing Directors shall remain in office until installation of the new incoming Directors.

(d) Residential Directors Term Limits. The term of a newly elected Residential Director will be three (3) years. If a Residential Director serves two (2) consecutive full terms, that Director shall not be eligible for election to the Board of Directors for one (1) calendar year.

Section 4. Commercial Directors Nomination and Election. Candidates for election as Commercial Directors shall be nominated and elected as follows:

(a) Nominating Committee. A Commercial Director Nominating Committee shall be appointed by a majority of the Commercial Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. This appointment shall be announced at each annual meeting. The Committee shall consist of a Chairman, who shall be a Commercial Director, and two (2) or more Commercial Members subject to Section 2 of this Article. The Committee may nominate as many candidates as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made only from among Commercial Members subject to Section 2 of this Article. The list of nominees must be distributed to Commercial Members on or before August 31st prior to the election. In addition, the Commercial Members must be informed by a posting on the CSA website at that time of their right to nominate candidates by petition as set forth below.

(b) Nomination by Petition. Any Commercial Member may nominate a candidate if:

(1) The candidate is a Commercial Member in good standing, or the spouse of a Commercial Member in good standing, or designee of a Commercial Member that is not an individual (e.g., corporation, trust);

(2) The candidate is supported by a petition bearing the names, signatures, and addresses of at least three (3) Commercial Members;

(3) The petitioner must establish that the candidate is ready, willing and able to serve; and

(4) The proposed name reaches the Commercial Member Nominating Committee by October 1 prior to the election.

(c) Election. The names of nominees shall appear on the ballot in alphabetical order and the nominees shall be identified as to how nominated. The ballot shall be mailed to all Commercial Members between November 1 and December 1 in each year to be returned for receipt by CSA by a date selected by the Board, but no later than December 31. Only Commercial Members may vote in the election of Commercial Directors and each such Commercial Director shall have a number of votes equal to the number of Commercial Directors to be elected multiplied by the number of votes to which such Member is entitled under Article III Section 1(b) of these Bylaws. There shall be no cumulative voting. The candidates receiving the largest number of votes cast shall be elected to the vacancies to be filled. The newly elected Directors shall be installed at the beginning of the first meeting of the Board held after their election. The outgoing Directors shall remain in office until installation of the new incoming Directors.

Section 5. Resort Directors Appointment. Resort shall appoint four (4) Resort Directors who shall serve until their replacements are named by Resort.

Section 6. Resignation. A Director may resign from the Board of Directors at any time by giving written notice to the Board, the Chair of the Board, or the Secretary of CSA. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer. The acceptance of the resignation shall not be necessary to make it effective.

Section 7. Removal. Any Residential Director may be removed at any time for cause by a two thirds (2/3rd) vote of the Residential Directors then in office or a two thirds (2/3") vote of the Residential Members, and similarly, any Commercial Director may be removed at any time for cause by a two thirds (2/3") vote of the Commercial Directors then in office or a two thirds (2/3') vote of the Commercial Members.

Section 8. Board Vacancies. Whether or not a quorum exists, vacancies occurring for any reason in the Residential or Commercial classes of Directors may be filled by a vote of a majority of the remaining Directors of the applicable class (i.e., Residential or Commercial) then in office. Directors elected pursuant to this Section shall hold office for the remainder of the unexpired term of the vacant Directorship. Any Residential Directorship being filled must be filled by a Residential Member, and any Commercial Directorship being filled must be filled by a Commercial Member. Vacant Resort Directorships shall be filled by appointment of the Resort. Resort Directors shall not participate in filling a Commercial Directorship vacancy.

Section 9. Scheduled Board Meetings. Regular meetings of the Board shall be held at a time and location as fixed by the Board at its first meeting after the annual election of Directors each year. No further notice is necessary for such regularly scheduled meetings.

Section 10. Special Board Meetings Notice. Special Board meetings may be called by the Chair of the Board or upon written request to the Secretary by at least two (2) Directors. The Board may hold such meetings at CSA's principal office or at such other places, either within or without the State of South Carolina, as it may from time to time determine. Notice of any such meetings shall be given to each Director as soon as reasonably possible, but not less than two (2) days prior to the meeting, and shall contain the date, time, place and purpose of the meeting. Such notice shall be deemed delivered to a Board member when given personally or by mail, telephone, or electronically at or to the address or phone number most recently furnished by the Director to the Secretary of CSA. Notwithstanding the foregoing, if an emergency exists, as determined by the most senior officer of CSA, Chair of the Board, President, Vice Chair, Secretary, Treasurer or most senior CSA Staff Executive overseeing CSA's operations at the time of the emergency, such officer

may call an emergency special meeting electronically on twenty-four (24) hours notice by telephone or electronic means and such meeting may be held if a quorum is present regardless of whether notice was received by all Directors.

Section 11. Quorum. The presence of a majority of the Directors shall constitute a quorum for the transaction of business. Once a quorum is present, it shall not be broken by the subsequent withdrawal of any Director. The Directors remaining, although less than a quorum, may continue to transact business until adjournment.

Section 12. Meeting by Conference Call. Board Members or committee members may participate in their respective meetings by means of electronic telecommunications. The telecommunications method selected must enable all persons participating in the meeting to hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 13. Attendance at Meetings of the Board of Directors. Subject to space availability, each Member may attend and observe meetings of the CSA Board of Directors. Members shall be excluded from executive sessions of the Board. The Board shall have the sole authority to decide when to proceed to executive session.

Section 14. Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another date, time and place. Notice of the adjournment shall be given to all Directors who were absent at the time of the adjournment and, unless such date, time and place are announced at the meeting, to all other Directors.

Section 15. Compensation. No compensation shall be paid to the Directors for their services. However, upon written request to the Treasurer, Directors may be reimbursed for expenses incurred in performing their duties. Nothing herein contained shall be construed to preclude any Director from serving CSA in any other capacity and receiving compensation therefor.

Section 16. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he shall register his dissent to such action with the person acting as Secretary of the Corporation.

Section 17. Sureties and Bonds. If so required by the Board of Directors, any officer or agent of CSA shall execute a bond in favor of CSA in such sum and with such surety or sureties as the Board may direct. The bond shall be conditioned upon the officer's or agent's faithful performance of his duties to CSA, including responsibility for negligence and for the accounting of all property, funds or securities of CSA which may come into his possession. The cost of any such bond shall be paid by CSA.

Article VI Officers

Section 1. Board Elected Officers. At its first meeting after the annual election of Directors each year, the CSA Board shall elect a Chair of the Board, Vice Chair, Secretary, and Treasurer. These officers shall be elected by a majority vote of the Board Members. The officer candidates must have been duly elected and installed as members of the Board and shall be installed as officers immediately after any such election.

Section 2. Nomination of Board Elected Officers. On or before December 1 each year, the Chair of the Board shall appoint a former or outgoing, Chair/Vice Chair, or President/Vice President, who is willing and able to serve, as Chair of the Nominating Committee, for the selection of Board elected officers. The Chair will serve as a nonvoting member of the Committee, except as necessary to break a tie. The makeup of the Committee shall be the Chair, two (2) Residential Directors, one (1) Commercial Director, and one (1) Resort Director; none of such Directors shall be then serving as an officer of CSA. The members of the Nominating Committee, other than the Chair, shall be selected by the Chair. The Nominating Committee shall nominate one candidate for each of the four offices listed in Section 1 of Article VI of these Bylaws. The Nominating Committee may nominate one or more of its members as a candidate. The Nominating Committee shall determine that each of its nominees is willing to serve, and shall select the nominees by majority vote. The Nominating Committee shall present its nominees at the first meeting of the Board held after the annual election of Directors each year. At such meeting, any Board member may nominate other candidates for an officer position.

Section 3. Chair of the Board

(a) Responsibilities:

(1) Shall perform all duties incident to the office of Chair of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

(2) Ensure the business and affairs of CSA are conducted consistent with Board approved guidance, policies and procedures.

(3) Establish the agenda for, and preside over, all scheduled and special meetings of the Board and the meetings of the Executive Committee.

(4) Preside at all Membership meetings.

(5) Appoint Chairs of all Board Committees and "Task Forces".

(6) To lead the Executive Committee in determining the salary compensation and benefits for the President.

(b) Authorities:

(1) Sign with the Secretary or other CSA officers (as authorized by the Board) any deeds, mortgages, bonds, contracts or other instruments that the Board authorizes to be executed.

(2) The above authority is not granted in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of CSA, or shall be required by law to be otherwise signed or executed.

(3) Alone, or in conjunction with the CSA President or other CSA officers, represent CSA in dealings with third parties.

Section 4. Vice Chair. In the absence of the Chair of the Board, the Vice Chair shall perform the duties of the Chair of the Board and when so acting, shall have all the powers of and be subject

to all the restrictions upon the Chair of the Board. He shall perform such other duties as from time to time may be assigned to him by the Chair of the Board or by the Board of Directors.

Section 5. Secretary.

(a) Responsibilities:

(1) Keep, or cause to be kept, accurate and complete records of all votes and minutes of all meetings of the Board of Directors, the Executive Committee, and the Membership, in books maintained for that purpose or in a computer file or files which can be converted into written form within a reasonable time. These books shall be kept at the principal office of CSA or other such places as the Board may direct.

(2) Maintain all documents and records of CSA as required by law, the Board of Directors, or the Chair of the Board.

(3) Keep in safe custody the CSA seal. Affix it to any instrument when required.

(4) Maintain a complete and correct list of Members who are in good standing, indicating whether they are Residential Members, Commercial Members, or Resort and such other information as may be requested by the Board of Directors or the Chair of the Board.

(5) Perform such other duties as are incident to the office of Secretary or as are assigned by these Bylaws, the Board of Directors or the Chair of the Board.

(b) Authorities:

(1) Sign with the Chair of the Board or other CSA officers (as authorized by the Board) Board Minutes or other instruments that the Board authorizes to be executed.

Section 6. Treasurer.

(a) Responsibilities:

(1) Keep and maintain, or cause to be kept, accurate and correct records and accounts of the properties and business transactions of CSA including assets, liabilities, receipts, disbursements, and other matters customarily included in financial statements. The books of accounts shall be open to inspection by any CSA Director. They shall be in the corporate books or in a computer file or files which can be converted into written form within a reasonable time.

(2) Deposit, or cause to be deposited, all monies, Member assessments and other valuables in the name of CSA in depositories approved by the CSA Board.

(3) Disburse, or cause to be disbursed, the funds of CSA in accordance with the Board approved budget or as otherwise authorized by the Board.

(4) Render to the Board at regular Board meetings an account of all financial transactions and the financial condition of CSA.

(5) Provide the Members, at least annually, financial statements on the financial condition of CSA.

(6) Prepare and file, or cause to be prepared and filed, all required tax reports and returns in the form approved by the Board.

(7) Serve as Chair of the Finance Committee.

(8) Request and obtain such reports, statements, and other documents from CSA officers and agents as may be required to meet the responsibilities of the office.

(9) Perform such other duties as are incident to the office of Treasurer or as are assigned by these Bylaws, the Board of Directors, or the Chair of the Board.

(b) Authorities:

(1) Sign with the Chair of the Board or other CSA officers (as authorized by the Board) financial or other instruments that the Board authorizes to be executed.

Section 7. Assistant Officers. The Board of Directors may appoint (or delegate to the Chair of the Board) the right to appoint such other officers and agents as may be necessary or desirable to conduct the business of CSA. Such other officers may include one or more assistant secretaries and assistant treasurers who have the power and authority to act in place of the officer for whom they are appointed as an assistant in the event of the officer's inability or unavailability to act in his official capacity.

Section 8. Removal and Resignation. The Board may remove any officer from office. Any officer may resign at any time by giving written notice to the Board, the Chair of the Board, or the Secretary of CSA. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer. Acceptance of the resignation shall not be necessary to make it effective.

Article VII
President

Section 1. Appointment. The Board, by a majority vote, may from time to time appoint a President of the Corporation who shall be a full-time employee of the Corporation. The President shall serve at the pleasure of the Board, except any termination must be consistent with the terms of any then existing employment agreement.

Section 2. Responsibilities. The President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board and the Chair of the Board, perform all duties incident to that office. The President shall have responsibility for all day-to-day activities of the Corporation, and all administrative operations below the Board level which shall include, but is not limited to, personnel, finance, legal, security and maintenance. The President shall be responsible for overseeing and supervising CSA matters relating to all Members of the Corporation, all governing authorities and any third parties dealing with the Corporation. All of the Corporation's various departments and the heads of such departments, shall report directly to the President.

Section 3. Authority. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any contracts or other instruments which the Board of Directors authorizes to be executed, except in cases where the signing and execution thereof shall be expressly delegated by at least a majority of the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

Article VIII
Committees

Section 1. Executive Committee. There shall be an Executive Committee (ExCom) of the Board, consisting of the Chair of the Board, Vice-Chair, Secretary, Treasurer, and one other member of the Board as appointed by the Chair and approved by the affirmative vote of a majority of the Residential Directors then in office and the affirmative vote of a majority of the Business Directors then in office. The ExCom shall meet upon request by any of its members, and shall have a written statement of responsibilities and authorities that is approved by the CSA Board annually. The ExCom can establish special groups as deemed necessary or appropriate to support ExCom responsibilities.

Section 2. Standing and Special Committees:

(a) The Chair of the Board, with Board approval, may establish such standing and special committees as deemed necessary or appropriate to provide oversight and recommendations concerning the management and oversight of CSA operations and affairs. The Chair of the Board shall appoint the chair person or co-chair person of a committee, one of whom must be a member of the Board. There are three standing committees of the Board, specifically, the Executive Committee, Finance Committee and Nominating Committee.

(b) The chair of each committee shall appoint members of the committee; such appointees shall be subject to approval by a majority of the Directors then in office. Committees shall have no more than nine (9) members, excluding Board members, unless a larger membership is deemed appropriate for a particular purpose by the Chair of the Board. Members of a committee serve three-year terms and may not serve more than two (2) consecutive terms.

(c) Committee members must be CSA Members provided, however, that a spouse of a Member may be a chair or committee member, and if the Member is not an individual, that Member may designate an individual to serve on its behalf as a chair or committee member.

(d) Each committee shall have a written statement of its responsibilities and authorities. All such statements shall be approved by the Board annually.

Article IX
Failure to Pay Fees/Assessments; Imposition of Liens

Section 1. Enforcement. Notwithstanding anything contained in these Bylaws, the Board of Directors shall have the right to exercise any remedy available to it under the law or in equity to enforce these Bylaws, including, without limitation, the collection of delinquent fees, charges, contributions, or assessments. Without limiting the foregoing, in the event Member shall fail to pay any fee, charge, contribution, or assessment when due, said Member shall be deemed delinquent and any delinquent amount shall accrue interest at the default

rate set by the Board of Directors until paid in full. If any fee, charge, contribution, or assessment remains outstanding and delinquent for more than thirty (30) days following delivery of written notice of such delinquency by CSA, the Board may, in addition to all other remedies available to it, place a lien on the delinquent Member's Sea Pines Residential Land or Business Land as the case may be in the amount of the delinquency plus interest, late fees, and reasonable attorneys' fees.

Article X
General Provisions

Section 1. Seal. The seal of CSA shall be in such form as the Board of Directors may from time to time determine. In the event that it is inconvenient to use such a seal at any time, the signature of CSA following the word "Seal" enclosed in parentheses shall be deemed the seal of CSA. The seal shall be in the custody of the Secretary.

Section 2. Indemnification. Every person who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that said person was acting as a CSA Board Director, elected officer, appointed officer or corporate official with CSA, shall be indemnified and held harmless to the fullest extent legally permissible under and pursuant to the laws of the State of South Carolina against all expenses, liabilities and losses (including without limitation attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such Directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any agreement, vote of the Members, provisions of law, or otherwise, as well as their rights under this Article X.

Section 3. Fiscal Year. The fiscal year of CSA shall be the calendar year unless determined otherwise by resolution by the Board of Directors.

Section 4. Gender Clarification. The use of the masculine gender in these Bylaws includes the female gender and when the context requires, the use of the singular includes the plural.

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of COMMUNITY SERVICES ASSOCIATES, INC., a non-profit membership corporation organized under the laws of the State of South Carolina; and

That the foregoing Amended and Restated Bylaws of the Corporation was duly approved at the meeting of the Board of Directors thereof held on the 19 day of November, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 19 day of November, 2024.



Secretary

SEAL