

**BY-LAWS FOR
The Oaks at Fowler Community Association, Inc.**

**ARTICLE I
NAME AND LOCATION**

Section 1. Name. The name of the Association is The Oaks at Fowler Community Association, Inc., (hereinafter referred to as the "Association").

Section 2. Principal Office. The initial principal office of the Association is 400 Regent Park Court, Suite 100, Greenville, South Carolina 29607. The Association shall maintain its principal office in such places in South Carolina as designated from time to time by the Board of Directors.

Section 3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood meanings. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for The Oaks at Fowler (hereinafter the "Declaration") as filed in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2486 at Page 1785, unless the context otherwise clearly requires. The terms "Owner" and "Owners" may be used interchangeably herein with the terms "Member" or "Members".

Section 4. Purpose. The purposes of the Association shall be to:

- a. Operate, maintain, and preserve all Common Areas, and all roads, streets, sidewalks, decorative and protective structures (including but not limited to entry monuments and buffer walls), ponds, lakes, utilities, landscaped areas and other improvements located thereon, if any;
- b. Enforce the provisions of the Declaration;
- c. Perform all duties and functions allotted to owners' associations;
- d. Promote and protect the enjoyment and beneficial use and ownership of the Lots;
- e. Promulgate and enforce the Rules and Regulations and administrative rules and regulations for use of the Common Areas.

**ARTICLE II
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. Resident Membership. Every person or entity who is the record Owner of a fee or undivided fee interest in any residence or lot which is located in the Subdivision and which is or may become subject to covenants of record or to assessments by the Association shall be a Resident Member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one Resident Membership per real estate lot or residence. Resident Membership shall be appurtenant to and may not be separated from ownership of any real estate lot or residence. Ownership of a real estate lot or residence shall be the sole qualification for Resident Membership. These rights, if any,

are not transferable or assignable without the approval of the Board and, if applicable, the lessee/managers of the respective amenities.

Section 2. Discrimination. No individual proposed for membership shall be discriminated against by reason of race, religion, color, sex, age, or national origin.

Section 3. Voting Rights. On matters of Association business submitted to vote of the membership, there shall be two (2) classes of membership:

A. Class A Membership. Every person who is an Owner, with the exception of the Declarant, shall be a Class A Member. Class A Members shall be entitled to one (1) vote for each real estate lot, or residence in which they hold the interest required for membership. When more than one (1) person holds such interest in any real estate lot or residence, the vote for such real estate lot or residence shall be exercised as they, among themselves, determine. In no event shall more than one (1) vote be cast with respect to any real estate lot or residence.

B. Class B. Membership. The Declarant shall be the sole Class B Member. Class B. Membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot it owns, plus one (1) vote for each Lot owned by a Person other than the Declarant. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by the Declarant to other Owners; (ii) the Tender by the Declarant of the right to appoint or remove any officer of the Association or member of the Board by a Recorded Document executed by the Declarant; or (iii) the expiration of Declarant's rights to appoint or remove any officer of the Association or member of the Board pursuant to the Declaration.

Section 4. Suspension of Membership. During any period in which a Resident Member shall be in default in the payment of any monthly or special assessment of the Association, or other billing for goods or services, for a period of more than sixty (60) days, the voting rights and the rights to the use of the facilities shall automatically cease until the same has been paid. Such rights may also be suspended for a period not to exceed thirty (30) days for violation of any rules or regulations established by the Board of Directors governing the use of property. In the event the Resident Member shall again violate the established rules and regulations, said Member may again be suspended for an additional thirty (30) days and fined an amount to be determined by the Board of Directors considering the seriousness of the violation. If such Resident Member does not comply with the suspension, the Board of Directors may impose a fine or fines for such violation(s) as it may deem proper. For purposes of this section, default shall be construed to exist as to the monthly assessments when such assessment has not been paid within sixty (60) days from the first of the month to which it applies and with respect to other billings, sixty (60) days after such billing is made. Should a Resident Member own more than one lot or residence

in the Association, a default or delinquency associated with one of the lots or residences shall apply to all lots or residences.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held on the date and hour designated by the Declarant. Subsequent regular meetings shall be held annually on a date and time as set by the Board. The Annual Meeting shall be for the purpose of the election of the Board, review of the budget and for the transaction of such other business as may be properly before the Board.

Section 2. Budget Approval. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Member for the following year to be delivered to each Member at least thirty (30) days prior to the end of the Association's fiscal year.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by two (2) members of the Board of Directors, or upon written request of the Members who are entitled to vote at least one-fourth (1/4) of the votes of the Membership.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall be delivered via electronic mail (e-mail) or by US Mail at least fifteen (15) days prior to such meeting. Notice for such meetings shall be sent to each Member entitled to vote addressed to the Member's address (or e-mail address) last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. At least 51% of the Members in Good Standing or Proxies of Members in Good Standing entitled to cast a vote at any meeting shall constitute a quorum for any action except as otherwise provided in the Amended Declaration and or Bylaws. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At any such adjourned meeting, the necessary quorum shall be eighty (80%) percent of the votes represented by the Members who were present either in person or by proxy at the original meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Proxies. At all meetings of Members, each Member in Good Standing may vote in person or by proxy in which the designated representative is another Member or a Member's spouse. All proxies shall be revocable and shall automatically cease upon

conveyance by a member of his residence. Proxies may be in writing and signed by the member granting the proxy. All proxies must be submitted by 5 p.m. two (2) business days before the meeting, to the Association office or signed proxies may sent via e-mail to the Association.

Section 7. Place of Meeting. The place of the annual meeting and any special meetings shall be determined by the Board of Directors.

Section 8. Rules of Order. All meetings of Members shall be governed by Robert's Rules of Order. For this purpose, the latest edition shall be accepted.

Section 9. Parliamentary. The President, or acting President may, at his/her discretion may appoint a parliamentarian for such of the meetings as he/she sees fit.

ARTICLE VI **BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by three (3) Directors, each of whom shall be a Member of the Association in Good Standing. No person and his or her spouse may serve on the Board at the same time.

Section 2. Nominations. Nominations for election to the Board of Directors shall be made by the resident Members in Good Standing. The Membership shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among the Resident Members of the Association in Good Standing. In addition, nominations for Director from other Resident Members in Good Standing may be made from the floor at the annual meeting.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election, the Members in Good Standing entitled to vote, or their proxies, may cast as many votes as there are vacancies to be filled on the Board. The person(s) receiving the largest number of votes shall be elected. Elections to the Board of Directors by written ballot shall be by plurality vote with nominee receiving largest number of votes elected. (To follow Robert's Rule of Order.)

Section 4. Removal. Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board and shall serve the unexpired term of his predecessor. A Director who ceases to be a Resident Member of the Association shall automatically terminate as a Director.

Section 5. Vacancy. A vacancy is automatically created by death, resignation, termination of Resident Membership or by removal by majority vote of the membership with or without cause. The unexpired term shall be filled by a Member in Good Standing selected by the

remaining members of the Board and shall be considered to have served for a full term in that office.

Section 6. Initial Directors, Term. The initial Board shall consist of not fewer than one (1) Director and no more than three (3) Directors appointed by the Declarant. Upon Termination of the Declarant's right to appoint Directors as provided for in the Declaration of Covenants, Conditions and Restrictions for The Oaks at Fowler, the number of Directors shall be set at no greater than three (3) Owners and the Association shall hold an election at which the Members shall be entitled to elect three (3) Directors. The Directors shall serve a term of two (2) years. The Directors may serve successive terms. The Directors elected by the Members shall hold office until their respective successors have been elected.

Section 7. Compensation. No Director shall receive compensation for any service they may render to the Association. A Director may be reimbursed, however, at the discretion of the Board, for his actual expenses incurred in the performance of his duties.

ARTICLE VII **MEETINGS OF THE BOARD OF DIRECTORS**

Section 1. Regular Meetings. The dates and locations of regular meetings shall be announced in advance and shall be open to Regular Members as observers. Observers may participate in Board discussions only if they request permission in advance and specify the matter(s) in which they wish to be heard. The Board of Directors may have executive sessions which are not open to other than Board Members when, in the opinion of the President, or acting President, the matter(s) to be considered are of a sensitive nature which must be kept confidential until resolved. Regular meetings of the Board of Directors shall be held at such place and hours as may be fixed from time to time by resolution of the Board. Should said meeting dates fall upon a legal holiday, then the Board at its discretion may choose another date.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director. This requirement of notice may be waived by majority vote of the Directors.

Section 3. Quorum. A quorum for the transaction of business shall be considered to exist only when a majority of Directors elected by the Resident Members or appointed by the Board are present. Except as otherwise expressly provided, 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 deemed to be the official act of the Board.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as

though taken at a meeting of the Directors. E-Mail correspondence may be used to obtain input and/or votes of a Director.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

- (a) To exercise for the Association all powers, duties and authority vested in or delegated to the Association. The Board's powers shall be limited to those not reserved to the membership by other provisions of these By-laws or the Declaration.
- (b) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent without acceptable cause from three (3) consecutive regular meetings of the Board of Directors.
- (c) To enter into management agreements with third parties in order to facilitate efficient operation of the development. Any management agreement or lease of the amenities of the association or significant changes to leases, however, must be approved prior to entering into such agreement by a majority of Owners or Proxies at an annual or special called meeting at which a quorum is present. It shall be the primary purpose of such management agreements to provide for the administration of the development, the maintenance, repair, replacement and operation of the Common Area. The terms of said management agreements shall be determined by the Board of Directors to be in the best interest of the Association, and shall be subject in all respects to these By-laws and the Amended Declaration.
- (d) To elect the Officers of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and affairs to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Members in Good Standing who are entitled to vote.
- (b) To keep or cause to be kept adequate financial records and to present appropriate financial statements to the Members at the annual meeting of the Members.
- (c) To supervise all officers, agents and Lessees of this Association, and to see that their duties are properly performed.

(d) As more fully provided in the Declaration or elsewhere herein:

- (1) to fix the amount of the annual assessment against each assessable unit to be announced at the annual meeting and to be effective the first of the following month; and
- (2) To deliver written notice via e-mail or US mail of each assessment to the Owner of each residence or lot at his address of record; and
- (3) To issue, or to cause its duly authorized agent or an appropriate office to issue, upon demand by a Member at any time a document indicating the status of all assessments within fifteen (15) days of any such request. A reasonable charge may be made by the Board for the issuance of documents in compliance with such requests. Such documents shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors. The Secretary, a Treasurer, and such other Officers as the Board may from time to time by resolution create, are not required to be Members of the Board of Directors.

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

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold such position for one (1) year, or until his successor is duly qualified, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve. A Board Member may serve in office for more than one (1) year if so elected by the Board.

Section 4. Special Appointments. The Board may elect such 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by action of the Board or after the Declarant Control Period, by majority vote of the Members. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Death of any Officer shall be construed as resignation. Such resignation shall take effect on the date of receipt of such notice or at any late time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The Officer elected to such vacancy shall serve for the remainder of the term of the vacant office.

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 1 of this Article IX.

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

President

- (a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all written instruments regarding the Common Area, subject to the approval of the Board of Directors, and shall co-sign all checks and promissory notes, if any. However, if the President is unavailable, the co-signing of checks will be delegated to the Vice President. If a check is made out to the President for reimbursement of expenses, the co-signing of checks will be delegated to the Vice President and another member of the Board (all of whom have signature authority) it being the intent that no Board Member shall approve a check made out to themselves. All checks issued for \$500.00 or more other than for utilities or other normal operating costs shall have been reviewed by all Board Members and approved by a majority of the Board Members, it being the intent that all Board Members approve all expenses and the President's signature on checks merely signifies a majority of Board Members have approved the expense. The President cannot refuse to sign a check for an expense that has been approved by a majority of Board Members. In the event the Association elects to use online banking for the writing and distribution of checks, a form of all checks to be written via online banking shall be prepared and approved by the Board prior to the distribution of any such checks. The form should be signed/approved in the same manner as set forth herein for other checks not issued via online banking.

Vice President

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

Secretary/ Treasurer

- (c) The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as may be required by the Board. The Secretary/Treasurer or designee 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 promissory notes of the Association, keep proper books of account, supervise an annual audit, if such audit is requested by the Budget and Finance Committee at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to its Members.

ARTICLE X **COMMITTEES**

Section 1. Appointment. The Board of Directors shall appoint the following standing committees from the Members of the Association in Good Standing (only Members of the Association in Good Standing are eligible to serve on the following committees):

- (a) **Architectural Review Committee.** Upon delegation by the Declarant, the Association, acting, through an Architectural Review Committee ("ARC") appointed by the Board, shall assume jurisdiction over architectural matters. The ARC shall consist of three (3) or more, but not more than seven (7), Association Members in Good Standing. At least one (1) Member, but not necessarily its Chairman, shall be a member of the Board. To the extent feasible, Members of the ACC shall have had prior experience in architecture or landscaping. At any time, the Board feels it is necessary to carry out the intent of this Declaration, the Board may become the ACC. The Board shall appoint the ACC and its Chairperson annually. A Member can serve on the ACC for more than one (1) consecutive term if so appointed by the Board. The Board, if not serving as the ACC, shall have final approval of all decisions of the ACC.

Section 2. Membership of Committees. Every effort should be made by the Officers, the Board and others to involve a broad segment of Association Members in the work of several committees.

Section 3. Other Committees. The Board of Directors may from time to time appoint ad hoc committees for such purposes as may be desirable or necessary. Such committees may include, but are not limited to, legislative, meetings and public relations. Each such committee shall have at least one (1) Member who is a member of the Board of Directors.

Section 6. Committee Reports. The Board may request annual or special reports or recommendations from committees from time to time.

Section 7. Selection and Term of Committee Members. Except as provided herein with respect to the Architectural Review Committee, the members of each committee shall be appointed by the Board of Directors to serve until the next annual meeting.

ARTICLE XI

ADMINISTRATION

Section 1. Management Agreements/Leases. The Association may enter into such management agreements as may be necessary or desirable for the administration and operation of the common properties. However, any management agreement and/or lease for the operation of the common properties or any major changes to an agreement must be approved by a majority of property Owners present or their Proxies at an annual or special called meeting at which a quorum is present. Prior to such meeting, the general provisions of all proposed leases/management agreements shall be provided in writing to all property Owners including the compensation to be paid, the term, the manner and terms on which same may be terminated, and such other matters as may be agreed upon which are not inconsistent with the terms of the Association's documents. No member of the Board negotiating a lease shall receive any monetary gain from such negotiation unless the Board Member is applying to be the lessee. If this situation occurs, the Board Member must resign from the Board and not be party to the negotiations as a Board Member. During its tenure, the person with whom the Association contracts for the administration and operation of the development (hereinafter sometimes referred to as the "Manager") shall exercise all the powers and shall be responsible for the performance of all the duties of the Association as provided for, excepting those powers and duties which are specifically and exclusively assigned to the Officers, Directors, Committees or Members of the Association. The Manager shall be a responsible individual or corporation as the Board of Directors shall determine, having experience adequate for the management of a development of this type and shall be bonded in such manner as the Board of Directors shall reasonably require. Prior to the expiration or termination of any such management agreement, or as soon thereafter as may be reasonably practical, the Association may enter into a new management agreement to become operative immediately upon the expiration or termination of the preceding management agreement or at the earliest practical opportunity. Copies of each management agreement then currently in effect shall be made available for inspection by the owners, each of whom shall be bound by the terms and conditions thereof.

Section 2. Limitations of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Common Area, the Association, an appointed Committee Member shall not be liable for injury or damage caused by the elements, owners or other persons, nor shall any Officer or Director of the Association be liable to any owner for injury or damage caused by an Officer or Director or appointed Committee Member in the performance of his duties, unless due to the willful misfeasance or malfeasance of such Officer or Director. Each Officer, Director of the Association, or appointed Committee Member shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon them in connection with any, proceeding to which they may be a party or in which they may become involved by reason of his being or having been an Officer, Director of the Association, or appointed Committee Member at the time such expenses and liability are incurred, except in such cases where the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of

a settlement, the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association.

Section 3. Merger, Annexation and Dissolution. Additional residential property, Common Area, and Commercial Area may be merged or annexed to the Association with the consent of two-thirds (2/3) of the Members in Good Standing entitled to vote. The corporation may be dissolved according to South Carolina law through consent of two-thirds (2/3) of the Members in Good Standing entitled to vote.

Section 4. Operation of Facilities. It is the intent to operate such of the Common Area as the Association's finances permit.

ARTICLE XII **INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for the improvements on the property of the Association against loss or damages by fire or other hazards, including extended coverage, vandalism and malicious mischief, in the amount sufficient to cover the full replacement cost of any repair or construction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all Common Area and all damage and injury caused by the negligence of the Association of any of its agents, liability/errors or omissions and insurance for Board of Directors, individually and collectively. Premium for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association.

Section 2. Repair and Reconstruction.

- (A) If the damage or destruction for which the insurance proceeds are paid is greater than the cost to repair or reconstruct the premises, the Board of Directors shall, subject to provisions of these By-laws and the Declaration, levy special assessments against all owners. If the loss exceeds the insurance proceeds by \$10,000, approval by a vote of two-thirds (2/3) of the Members in Good Standing entitled to vote is required.
- (B) Any and all sums paid to the Association under and by virtue of these special assessments provided for the above to defray the estimated excess cost of repair or reconstruction shall be deposited with interest by the Association. The proceeds from insurance and assessments, if any, when the damage or destruction is to be repaired or reconstructed shall be disbursed as set forth at the discretion of the Board of Directors.

Section 3. Minor Repairs. Notwithstanding anything to the contrary, in the event of damage by fire or other casualties to the Common Area covered by insurance written in the name of the Association or if the insurance proceeds initially offered or paid therefor

are less than one thousand (\$1,000) dollars and the estimated cost of repairing such damages is less than twice the amount of proceeds, then the damage shall be repaired in accordance with the regulations set forth by the Board of Directors.

ARTICLE XIII **GENERAL PROVISIONS**

Section 1. Books and Records. These By-laws, the Declaration and the books, records, and papers of the Association shall, after being scheduled and during reasonable hours, be subject to inspection by any Regular Member.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4. Severability. Invalidation of any covenant, condition, restriction, or other provisions of these By-laws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 5. Duration. The provisions of these Bylaws and any amendments thereto, shall remain in effect until the Association is terminated or these Bylaws or otherwise revoked by the Association as set forth herein.

Section 7. Governing Law. These Bylaws shall be governed by and construed in accordance with the laws of the State of South Carolina.

ARTICLE XV **AMENDMENTS**

The provisions of these By-Laws may be amended from time to time by an affirmative vote of two-thirds (2/3) or more of the Resident Members of record in Good Standing at a meeting duly called for that purpose at which a quorum is present and provided, however, that any proposed amendment to these By-Laws shall be submitted to the Board of Directors of the Association at least thirty (30) days prior to such meeting at which a vote on the amendment is to be taken.

[signatures appear on the following page]

Dated this 17th day of March, 2021.

Approved and Ratified as the Bylaws of the Association on this 17 day of March, 2021.

[Signature]
Witness #1

[Signature]
Witness #2/Notary

[Signature]
James Joseph Francis, III
Its: President

[Signature]
James Joseph Francis, Jr.
Its: Vice President

[Signature]
Benjamin Thomas Francis
Its: Secretary/Treasurer

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, the undersigned Notary for the County and State aforesaid, certify that James Joseph Francis, III, President, James Joseph Francis, Jr., Vice President, and Benjamin Thomas Francis, Secretary/Treasurer of The Oaks at Fowler Home Owner's Association personally appeared before me this day and acknowledged the due execution of the foregoing instrument, being duly authorized to do so, executed the foregoing for and on behalf of said Association.

Witness my hand and seal this 17 day of March, 2021

[Signature]
Notary Public for SC
My Commission Expires: 2-21-2024

[seal]

