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STATE OF SOUTH CAROLINA	)	**BYLAWS OF THE HARVEST GLEN COMMUNITY ASSOCIATION, INC. (See Book** 2595 **/ Page** 3817**)**
	)	
COUNTY OF GREENVILLE	)	

BYLAWS OF

HARVEST GLEN

COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

These are the Bylaws of HARVEST GLEN COMMUNITY ASSOCIATION, INC., a South Carolina non-profit corporation (the "Association"). The principal office of the Association shall be located at 108 Renaissance Circle, Mauldin, SC 29662, but meetings of Members and Board of Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II

DEFINITIONS

The capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Harvest Glen Community dated May 28th, 2020 and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Book 2595 at Page 3817 (as the same may be amended or modified from time to time, the "Declaration"). The Declaration is incorporated herein by this reference and made a part hereof.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to (i) enforce the Declaration, (ii) provide for the maintenance, preservation, and architectural control of the Property described in Exhibit A to the Declaration, including the residential Lots, Common Areas, and Areas of Extended Lot Owner Responsibility; and where applicable, the Area of Common Responsibility and areas included within any Cost Sharing Agreement in accordance with such agreements, (iii) to cause the Association to meet any obligations and fulfill any responsibilities that the Association may have under any Cost Sharing Agreement or agreement related to the Area of Common Responsibility, and (iv) to promote the health, safety and welfare of the Owners within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the fulfillment of any obligations and responsibilities set out in any Cost Sharing Agreement or agreement related to an Area of Common Responsibility, and the establishment and amendment of the Regulations of the Association related to the use and maintenance of the Common Area, Area of Common Responsibility, Area of Extended Lot Owner Responsibility and any areas included in a Cost Sharing Agreement, as set forth in the Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including the Association's obligations and responsibilities under any Cost Sharing Agreement or any agreement related to the Area of Common Responsibility, all license fees, taxes, and governmental charges levied or imposed against the Property;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Area, as determined advisable by the Board of Directors;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Area, as security for money borrowed or debts incurred; provided that any such borrowing of money, mortgage, pledge, deed in trust or hypothecation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present;

(e) Annex additional residential property and Common Area into the Community; provided that any such annexation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present; provided, further that the foregoing shall not affect the right of the Developer to add additional property to the Community and the Association as set out in the Declaration;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any such merger or consolidation shall have been approved by the affirmative vote of the holders of a majority of the votes of all Members of the Association;

(g) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;

(h) Designate, as set forth in these Bylaws and in the Declaration, or by amendment to these Bylaws, Neighborhoods to be under the authority and control of the Association pursuant to voting rights of the Members as established by the Declaration, these Bylaws, as amended, and the Board of Directors.

(i) Have and exercise any and all powers, rights, and privileges which a corporation organized under the South Carolina Nonprofit Corporation Act (S.C. Code Annotated §§ 33-31-101, *et seq.*) (the "Act") may now or hereafter have or exercise, including the right to enter into agreements with other associations and entities for the improvement, modification, management, maintenance, repair and replacement of the property and the Improvements thereon or of such associations or entities; and

(j) Maintain liability and hazard insurance on the Property to be procured by the Association, in amounts established by the Board of Directors in its sole discretion with insurance companies licensed to do business in South Carolina, and to enter into co-insurance or other cost sharing arrangements with other individuals or entities within or related to the Property, the Area of Common Responsibility or areas included in a Cost Sharing Agreement.

(k) Participate in Cost Sharing Agreements and other agreements related to the Area of Common Responsibility with other nonprofit corporations, individuals or entities, which agreements may be created, amended approved, executed or terminated by the Developer or the Board of Directors, When Empowered;

Notwithstanding the purposes and powers of the Association enumerated above, the Association, after passage of control to the Owners by conversion of the Class "B" membership to Class "A" membership as set forth in the Declaration, shall not enter into, either directly or indirectly, contracts or leases with the Developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with the Declaration, upon not more than ninety (90) days' notice to the other party to such contract or lease.

ARTICLE IV

MEMBERSHIP; MEETINGS OF MEMBERS; VOTING

Section 4.1 Membership. The Association shall have three (3) classes of membership, Class "A," Class "B," and Class "C", as more fully set forth in the Declaration.

Section 4.2 Annual Meetings. The first annual meeting of the Members shall be held at a time, date, and place established by the Developer within twelve (12) months after the organization of the Association. Subsequent annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday. While the Developer is a Class "B" Member, the Developer shall appoint the Board of Directors and the only purpose of the annual meeting will be (a) to serve as a town forum in which the President and other officers report on and answer reasonable questions concerning the activities and financial condition of the Association; and (b) to consider matters raised consistent with the requirements of the Act.

Section 4.3 Special Meetings of the Members. Special meetings of the Members may be called at any time by the Developer, President or by the Board of Directors, or as otherwise prescribed under the Act. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of the Members.

Section 4.4 Notice of Meetings of the Members.

(a) Written notice in English specifying the time, date and place of the meeting of the Members and, in the case of a special meeting of the Members, the purpose(s) for which the special meeting is called, shall be given by any fair and reasonable manner. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days (or if notice is mailed by other than first class or registered mail, at least thirty (30) days) and not more than sixty (60) days before such meeting date to each Member entitled to vote at the meeting, including the Developer, addressed to the Members' address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable.

(b) The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the Member and be delivered to the Association for inclusion in the minutes of the meeting; provided that the attendance by a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(c) Notwithstanding the foregoing, upon the unanimous vote of the Board of Directors, an emergency meeting of the Members may be called with twenty-four (24) hours' notice to those Members entitled to vote at such meeting, in the event that an issue requires the immediate attention of the Members of the Association.

(d) If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (i) the new date, time, or place is announced at the meeting before adjournment; and (ii) the record date fixed pursuant to Section 4.10 for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board of Directors or as required under the Act).

(e) All notices under this Section to amend, amend and restate, change, add to, derogate or delete these Bylaws, with express exception to any acts to amend, amend and restate, change, add to, derogate or delete by the Developer under the authority granted to the Developer herein, must be express written notices, must contain the wording of the amendment including any language or provisions to be added, deleted, or otherwise modified, which is the subject of the vote to be cast or the consents sought and must be provided to all Owners entitled to vote or consent.

Section 4.5 Quorum. The presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at any duly called and noticed meeting of the Members, the Members present at the meeting may, by majority vote, adjourn the meeting without further notice to a new date, time and place and the quorum requirement at such new meeting shall be reduced to five percent (5%) of the total votes of the Members of the Association. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally noticed meeting.

Section 4.6 Proxies. Votes of the Members may be cast in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary of the Association prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it was issued is cast. A proxy shall automatically terminate and cease to be effective upon (i) the Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a written notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member prior to the proxy casting a vote.

Section 4.7 Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings at a meeting of the Members when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.8 Failure to Hold Meetings. The failure to hold an annual or regular meeting of the Members at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.9 Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Member to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by all of the Owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 4.10 Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members' meeting; to vote at a Members' meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting of the Members or action requiring a determination of the Members occurs.

Section 4.11 Voting Requirements. Unless otherwise required in these Bylaws, the Declaration, the Articles of Incorporation, the Act or other applicable law, the affirmative vote of the holders of a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present or represented, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 4.12 Action by Written or Electronic Ballot.

(a) Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter.

(b) A written or electronic ballot shall (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(c) Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted.

Section 4.13 Action by Written Consent. Any action required or permitted to be approved by the Members may be taken without a meeting if the action is approved by Members holding at least eighty percent (80%) of the votes of all Members of the Association. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the votes of all Members of the Association, and delivered to the Association for inclusion in the minutes or filing with the corporate records. Written notice of Member approval pursuant to this section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1 Number & Types. The affairs of the Association shall be managed by a Board of Directors of not fewer than three (3) Directors, who need not be Members of the Association; provided, however, while the Developer is a Class "B" Member, all Directors shall be appointed by the Developer unless the Developer voluntarily waives its appointment power and authorizes the Association to elect Directors in accordance with these Bylaws or the terms of such authorization from the Developer. The Developer, at any time that it is a Class "B" Member, or the Association, when the Developer is not a Class "B" Member and by the affirmative vote of the holders of a majority of the votes of all Members of the Association, may increase or decrease the number of Directors of the Association, so long as there are never fewer than three (3) Directors at any given point; and provided that at the time any such change in the number of Directors is made, the Members shall have the authority to determine the appropriate terms of the new or remaining Directors consistent with the intent of these Bylaws with respect, in particular, to the staggered terms of the Directors as set forth in Section 5.2 and Section 6.2. All Directors who are also Members must be in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 5.2 Term of Office. At the first annual meeting after the termination the Developer's Class "B" votes, the Members will elect five (5) Directors for staggered terms in accordance with Section 6.2 of these Bylaws.

Section 5.3 Removal.

(a) At any time, any Director(s) appointed by the Developer may be removed from the Board of Directors, with or without cause, by the Developer by giving written notice of removal to the Director and either the presiding officers of the Board of Directors or the Association President or Secretary.

(b) Any Director(s) elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

(c) Any Director(s) who is a Member and who is not in good standing with the Association, or any Director who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

(d) In the event of the death, resignation, or removal of a Director, a successor shall be selected by the Developer, if that Director was appointed by the Developer, or by majority vote of the remaining Directors, if elected by the Members and shall serve for the unexpired term of his predecessor.

(e) If, after termination of its Class "B" Membership, the Developer regains its Class "B" Membership by adding additional property to the Community or reacquiring Lots in the Community, it may remove all Directors elected by the Members and appoint new Directors.

Section 5.4 Compensation. Compensation of any Director shall require the affirmative vote of a majority of the votes of all Members of the Association. This provision shall in no way require the Members approval of or preclude the Board of Directors from compensating a Director for his duties as an officer of the Association, from employing a Director as an employee of the Association, nor shall it preclude the

Association from contracting with and thereafter compensating a Director for the management of the Association.

Section 5.5 Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken with the unanimous written consent of the Directors. The action must be taken upon receipt by the Secretary of one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.6 Reversal of Board of Directors. A decision of the Board of Directors, an officer or a committee of the Association or the Board of Directors may be reversed or modified by the Developer as long, as the Developer owns any portion of the Property or is a Class "B" Member.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Except when Directors are appointed or replaced by the Developer or the Board of Directors, nomination for election to the Board of Directors may be made by a nominating committee or as specified in guidelines set forth by the Board of Directors. For purposes of the first annual meeting, the nominating committee, if created, may consist of a chairman and at least two (2) additional Members of the Association. For purposes of any and all annual meetings other than the first annual meeting, where a Nominating Committee is appointed, at least one (1) member of the nominating committee shall be a Director. The nominating committee shall be appointed by the Board of Directors. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations may be made from among Members or non-Members.

Section 6.2 Election. Unless agreed to otherwise by the affirmative vote of the holders of a majority of the votes of Members present or represented at a duly called meeting of the Members at which a quorum is present, election to the Board of Directors shall be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. At the first annual meeting of the Members after the termination of the Developer's Class "B" membership, the Members shall elect five (5) Directors to staggered terms as follows: two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, where the terms of Directors expire, the Members shall elect successor Directors for terms of three (3) years. The term of any Director shall be automatically extended and shall not expire until the annual meeting of the Members at which a successor for that Director is elected or appointed. The nominee(s) receiving the largest number of votes shall be elected. If no nominees are nominated pursuant to these Bylaws, at the sole discretion of the Board of Directors, the Director(s) shall be appointed by the current Board of Directors for any vacant term or for the remaining portion thereof. Cumulative voting (i.e., voting more than one (1) time for any candidate or nominee), is not permitted under any circumstance.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Until the end of the Developer's Class "B" Membership, and after the Developer reacquires its Class "B" Membership, regular meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent by the Developer. If the Developer does not have Class "B" Membership, regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 7.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board of Directors. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

ARTICLE VIII

POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS

Section 8.1 Powers. The Board of Directors, When Empowered, shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

(a) Adopt, amend and publish the Architectural Guidelines for the Community and Regulations of the Association governing (i) the Community, Lots, the Area of Extended Lot Owner Responsibility, the Common Area, and the Area of Common Responsibility or any area under a Cost Sharing Agreement, as well as any facilities that may be placed or constructed thereon; (ii) the personal conduct of the Members and their guests or Permittees while within the Property, the Area of Common Responsibility or any area under a Cost Sharing Agreement; and (iii) the establishment Assessments for the infraction thereof;

(b) Suspend a Member's voting rights; rights to use any recreational facilities, the Common Area, the Area of Common Responsibility or any area under a Cost Sharing Agreement; and the services provided by the Association, including without limitation architectural review services, during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the Architectural Guidelines, the Regulations or any rules established by a third party or the Developer for an area under a Cost Sharing Agreement ;

(c) Exercise for the Association of all of the powers, duties, and authority vested in, reserved or delegated to the Association, including the authority to create, amend, terminate or execute Cost Sharing Agreements and other agreements related to the Area of Common Responsibility on behalf of the Association, that are not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation of the Association, or the Declaration;

(d) Declare the office of a Director to be vacant in the event such Director (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so, or (ii) is not in good standing as a Member of the Association, including without limitation failure to pay any Assessments when due;

(e) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties;

(f) Levy Assessments and to collect from the Members all Costs of Collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, any rules established by a third party or the Developer for an area under a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility, the Architectural Guidelines and Architectural Control Authority's approvals, the Declaration, Articles of Incorporation of the Association and/or these Bylaws;

(g) Grant easements or waivers to or enter into licenses with Lot Owners in the Community with respect to encroachments on the Common Area and other violations of the Declaration, Architectural Guidelines and Regulations and rules established by a third party or the Developer related to any area under a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility; and

(h) Delegate, in part or in whole, to any employee, agent, Director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these Bylaws or a Cost Sharing Agreement or an agreement related to the Area of Common Responsibility.

Section 8.2 Duties. It shall be the responsibility of the Board of Directors to:

(a) Comply with the requirements of the Act regarding annual meetings of the Members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) Perform such other duties as required by the Declaration, the Articles of Incorporation of the Association or the Bylaws.

(d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner(s) personally obligated to pay the same as provided in the Declaration, or both;

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;

(f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with an A.M. Best rating of AA or better (or an equivalent rating);

(g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;

(h) Cause the Common Area to be maintained.

(i) In addition to any other obligations of the Board of Directors of the Association hereunder, upon receipt of a written request from the Developer, the Board of Directors shall immediately execute any and all documents required by the Developer or the appropriate governing authority or authorities having jurisdiction over such matters or such structures to transfer to the Association (and for the Association to accept the responsibility for) the maintenance of any recreational ponds or for part or all portions of the storm drainage system, which may include, but not be limited to, retention, detention and water quality ponds, dams, drainage pipes and other like structures.

(j) Cause the Association to comply with the provisions of any Cost Sharing Agreement or agreement related to the Area of Common Responsibility that may be in effect.

Section 8.3 Requirements: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, the Architectural Guidelines and Architectural Control Authority's approvals, Regulations, and any Cost Sharing Agreement or agreement related to the Area of Common Responsibility; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. Notwithstanding the prior sentence, the Board of Directors shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding against the Developer, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes of all of the Members of the Association. The requirements of this Section 8.3 shall not be amended or modified unless such amendment or modification is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall be appointed from the then current Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Compensation for the officers and the employees of the Association shall be fixed by the Board of Directors. The Board of

Directors may employ a Director as an employee of the Association and may contract with and thereafter compensate that Director for the management of the Association.

Section 9.2 Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 9.3 Term. Officers of the Association shall be appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

Section 9.4 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

Section 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 9.4.

Section 9.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him 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; keep any corporate seal obtained by the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; if authorized by the Board of Directors to do so, shall sign all checks, promissory notes and other financial instruments of the Association; and keep proper books of accounts.

ARTICLE X

COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY

The Board of Directors, When Empowered, by majority vote may appoint, without approval of the Owners/Members, their mortgagees, and the Association, appoint and remove the members of any Architectural Control Authority for the Community. In addition, the Board of Directors, When Empowered, may appoint, without approval of the Owners/Members, their mortgagees, and the Association, appoint and remove the members of any other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as contemplated herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association, required to be made available to the Members by the Act, shall at all times, during reasonable business hours and by appointment, be subject to inspection at the office of the Association and/or copying by a Member upon compliance with the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. In lieu of inspection and at the option of the Association, it may provide copies of the requested books and records to the Member either electronically or by paper copies, at the Member's cost.

ARTICLE XII

FUNDS AND BONDS

Section 12.1 Payments and Depositories. All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expenses of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Articles of Incorporation of the Association and the Declaration. As Assessments are paid to the Association by any Owner of a Lot, the same may be commingled with the Assessments paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, Areas of Common Responsibility or areas included in a Cost Sharing Agreement shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 12.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board of Directors. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendment by Members; Correction of Clerical Errors. Except as otherwise required herein, by the Articles of Incorporation of the Association, or by applicable law, these Bylaws may be amended, amended and restated, changed, added to, derogated or deleted by the affirmative vote of the holders of a majority of the votes of all of the Members of the Association, only upon written notice required herein, with express exception to any acts to amend, amend and restate, change, add to, derogate or delete by the Developer, under the authority granted to the Developer in this Article or by the Board, under the authority granted in this Section and Section 14.3, Amendment by Board of Directors. The notices must be express written notices, must contain the wording of the amendment including any language or provisions to be added, deleted, or otherwise modified, which is the subject of the vote to be cast or the consents sought and must be provided to all Owners entitled to vote or consent. As long as the Developer owns any portion of the Property or retains its Class "B" Membership, these Bylaws shall not be amended by the Members without the Developer's prior written consent. Without limiting the foregoing, the Association; the Developer, for so long as the Developer owns any portion of the Property; and the Board of Directors, When Empowered, shall, at any time and from time to time as they see fit, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 14.2 Amendment by Developer. In addition to any other right to amend as set out herein, as long as the Developer owns any portion of the Property, or retains its Class "B" Membership, the Developer may amend and/or restate these Bylaws without the consent of the Owners, their mortgagees, or the Association. Subject to the Declaration and these Bylaws, every purchaser or grantee of any Lot or Common Area now and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the Bylaws may be amended as provided herein.

Section 14.3 Amendment by Board of Directors. In addition to any other right to amend as set out herein, the Board of Directors may amend and/or restate these Bylaws without the consent of the Owners, their mortgagees, or the Association, in order to (1) designate, add, withdraw, or otherwise modify Neighborhoods or Neighborhood voting in the Community, or (2) add, subtract, or otherwise modify the number of Directors on the Board; provided however, so long as Developer has Class "B" Membership, or owns any portion of the Property, these Bylaws shall not be amended by the Board without the Developer's prior written consent.

Section 14.4 Conflict with Articles or Declaration. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws or the Regulations, the Articles of Incorporation of the Association shall control; and in the case of any conflict between the Declaration, the Regulations, and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and the South Carolina Nonprofit Act (the "Act"), the Act shall control.

ARTICLE XV

MISCELLANEOUS

Section 15.1 In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 15.2 Subject to the right of the Board of Directors to set such date or to a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 15.3 The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 15.4 The Board of Directors shall interpret the terms of the Bylaws and its interpretation shall be final.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Incorporator of the Association has caused this instrument to be executed the day and year first above written and has affixed the seal of the Association by circling the word **(SEAL)** after the name of the Association, with the intent that this instrument be a sealed instrument, which is subject to the 20 year Statute of Limitations.

WITNESSES:

Witness #1

Nathan Holmes
(Print Name)

Witness #2/Notary

Jessika J. Poole
(Print Name)

ASSOCIATION:

Harvest Glen Community Association, Inc **(SEAL)**

By:

Jeffrey Skeris
(Print Name)

Its: Incorporator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF Greenville)

I, Jessika J. Poole, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for HARVEST GLEN COMMUNITY ASSOC ,(corporation, LLC or partnership name) incorporated or formed in South Carolina, personally appeared before me this day and acknowledged the due execution and sealing of the foregoing instrument on behalf of the HARVEST GLEN COMMUNITY ASSOC (corporation, LLC or partnership name) .

Sworn and subscribed before me this
28 day of May , 20 20

(SEAL)
Notary Public for South Carolina
My Commission Expires: 2/27/2030

JESSIKA J. POOLE
NOTARY PUBLIC
My Commission Expires 02/27/2030
SOUTH CAROLINA