KAREN HOLLINGS

CHARLESTON COUNTY

REGISTER OF DEEDS

101 Meeting Street Ste 200 ~ Charleston, SC 29401 (843) 958-4800

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

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BRUSH LAW FIRM PA
12 CARRIAGE LN STE A
CHARLESTON, SC, 29407-6077

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***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$25.00
State Tax:	$0.00
County Tax:	$0.00
Postage:	$0.00
Total:	$25.00
Clerk:	PC

COUNTY OF CHARLESTON SOUTH CAROLINA

Karen Hollings

Karen Hollings-Register of Deeds

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BY-LAWS OF THE DRY DOCK VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
NAME, LOCATION, PURPOSE AND FUTURE STAGES

SECTION 1:
The name of this corporation shall be Dry Dock Village Homeowners Association, Inc. (hereinafter "Association") .

SECTION 2:
The principal office of the Association shall be located at 3737 Meeting Street Rd, North Charleston, South Carolina, with branch offices at such other places within the State of South Carolina as may be from time to time determined by the Board of Directors.

SECTION 3: Purpose The object, purpose and business which the Association proposes to do shall be to preserve the values and amenities of Dry Dock Village subdivision; to maintain the open spaces, drainage areas , roads and certain other common facilities; and to engage in such other activities as may be to the mutual benefit of the owners of property in the Dry Dock Village Subdivision.

ARTICLE II
OFFICERS

SECTION 1:
The Executive Officers of the Association shall be a President and a Secretary-Treasurer. The officers shall be elected annually by the Board of Directors and they shall take office immediately after election. The officers of the Association need not be members of the Association until the Association is turned over by the Declarant to the HOA.

SECTION 2:
In case of the absence or the disability of the President, the duties of that officer shall be performed by the Secretary-Treasurer.

SECTION 3:
The Secretary-Treasurer shall keep the minutes of all proceedings of the Board of Directors and of all Committees and the minutes of the members ' meetings in books provided for that purpose; he shall have custody of the Corporate Seal and such books and papers as the board may direct; and he shall in general perform all the duties incident to the office of Secretary-Treasurer, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President of the Board He shall have the custody of all the receipts, disbursements, funds, and securities of the Association and shall perform all duties, subject to the control of the Board of Directors and the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such form as the Board may require.

SECTION 4:
The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the board.

BRUSH LAW FIRM, P.A.
12-A Carriage Lane
Charleston, SC 29407

ARTICLE III
BOARD OF DIRECTORS

SECTION 1:
The business and affairs of this Association shall be managed by the Board of Directors which shall consist of three (3) members. The Board of Directors need not be members of the Association. At the inception of the Association, the Board shall consist of the Declarant and two (2) persons appointed by the Declarant.

SECTION 2:
The Board shall meet for the transaction of business at such time and place as may be designated from time to time.

SECTION 3:
Special meetings of the Board of Directors may be called by the President, or by two (2) members of the Board f or any time and place, provided that reasonable notice of such meeting shall be given to each member of the Board of the time and place of such meeting

SECTION 4:
The Directors shall act only as a Board and the individual Directors shall have no power to act independently of the Board. Two Directors shall constitute a quorum tor the transaction of business, but a majority of those present at the time and place of any regular or special meeting.

SECTION 5:
The Board of Directors may from time to time determine the order of business at its meetings

SECTION 6:
At all meetings of the Board of Directors, the President, or, in his absence, Secretary-Treasurer shall preside over the meetings.

SECTION 7:
The first Board of Directors named by the Declarant shall serve until December 31, 2027, subject, however to the right of the members to remove any individual Directors, with or without cause, by a majority vote, either in person or by proxy, of owners of lots entitled to enjoyment of the Common Areas then owned by the Association at an annual or special meeting of members at which a quorum is present. No Director may be removed without the consent of Declarant as long as the Declarant remains in control. Thereafter, when vacancies occur the members of the Association shall elect directors at an annual meeting for terms of three (3) years.

SECTION 8:
The Board of Directors after the close of the fiscal year shall submit to the members of the Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

SECTION 9:
Whenever a vacancy in the membership of the Board shall occur the remaining members of the Board shall have the power by majority vote to select a Director to serve the unexpired term of the vacancy

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

SECTION 1:
The Association shall have two classes of voting membership, as follows:

Class A. Class A Members shall be all Owners except the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.3 above. When more than one person holds such interest(s) in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote with respect to any such Lot.

Class B. The Class B Members shall be the Declarant, Sago Properties, LLC. The Class B Members shall be entitled to three (3) votes for each Lot in which it holds the interest required for Membership under Section 3.3 above. With respect to Additional Property, the Class B Members shall be entitled to (3) three votes for each Lot that may be created under the applicable zoning laws and which the Declarant would have a right to submit to this Declaration. The Class B Membership shall cease and become converted to Class A Membership upon the occurrence of the first of the following events:

1. The Declarant executes and records an instrument forfeiting its Class B Membership; or

2. Formally turns over the operation of the Association to the homeowners.

When a purchaser of an individual Lot(s) takes title thereto from the Declarant, such purchaser becomes a Class A member.

SECTION 2:
The Declarant reserves the right to transfer and assign its interests to either a subsequent developer and/or a subsequent Owner. In the event of such an assignment, Declarant shall file a notice in the Charleston County RMC Office formally assigning the interest of the Declarant. The successor of the Declarant shall assume all of the authorities, rights and responsibilities of the Declarant as set forth in this Declaration and all amendments thereto.

SECTION 3:
A member shall have no vested right, interest, or privileges of or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable or which shall continue after his membership ceases.

SECTION 3:
The Board of Directors by simple majority vote, may suspend the rights of any member who violates any of the provisions of these By-Laws, including but not limited to default in the payment of any annual or special assessment or charge levied by the Association. In the event of such suspension, the voting rights and right to use of the Association's properties and facilities by such member may be suspended by the Board of Directors until such violation has been corrected. The voting rights of of a member may also be suspended by the Board of Directors, for a period not exceeding thirty (30) days, for violation of any rights and regulations established by the Board of Directors governing the use of the properties and facilities of the Association.

ARTICLE V
MEETINGS OF MEMBERS

SECTION 1
There shall be an annual meeting of the members of the Association at such place and time as may be designated by the Board of Directors.

SECTION 2:
Special meetings of the members shall be held whenever called by the Board of Directors Notice of each special meeting stating the time, place and in general terms the purpose or purposes thereof shall be sent by mail or email to all members at least ten (10) days but no more than fifty (50) days prior to the meeting. At such meetings called the presence of members or of proxies entitled to at least fifty (50%) percent of all the votes of each class of membership shall constitute a quorum.

ARTICLE VI
PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1:
Subject to the provisions of Section 3 of this Article, every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to the lot.

SECTION 2:
Declarant, its successors or assigns, may retain the legal title to the Common Areas and exercise the powers enumerated in SECTION 3(e) below until such time as it has completed improvements thereon and until such time as in the opinion of Declarant the Association is able to maintain the same; but, not withstanding any provision herein, Declarant has covenanted to itself, its successors and assigns, in the Covenants and Restrictions of Dry Dock Village recorded in the ROD Office for Charleston County in Book 1213, Page 419.

SECTION 3
The rights and easements of enjoyment created hereby shall be subject to the following:
(a) The rights of Declarant and of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said areas. In the event of default upon any such mortgage, the Lender 's rights hereunder shall be limited to a right after taking possession of such area, if necessary, to open the enjoyment of such areas to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights to the member hereunder shall be fully restored.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described areas against foreclosure;

(c) The right of the Association as provided in these By-Laws, to suspend the enjoyment and rights of any member for any period during which any assessment remains unpaid or for any period not to exceed thirty (30) days for an infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members , provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two

thirds (2/3) of the votes of the membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action hereunder is sent to every member at least thirty (30) days in advance of any action taken.

ARTICLE VII
LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction or the loss of any damage to the property of any member or the guest of any member, visitor, or other person in the Dry Dock Village Subdivision.

ARTICLE VIII
MAINTENANCE CHARGES

SECTION 1:
The Board of Dry Dock Village shall have the right and power ta subject the property situated in the Dry Dock Village Subdivision to an annual maintenance charge as it deems necessary.

SECTION 2:
In addition to the annual assessment authorized by SECTION 1 of this Article, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Areas.

SECTION 3:
Assessments levied by the Association shall be used exclusively to maintain the private roads , easements or other improvements in Common Areas, (if any) , and to promote the recreation , health , safety, and welfare of the residents in the Properties and for the general improvement and maintenance of the Common Areas including but not limited to the following:

For maintaining the ingress and egress easements and access roads.

a) For collecting and disposing of garbage, ashes, and rubbish; and

b) For purchasing and maintaining insurance on the activities of and the property owned by the Association; and

c) For payment of taxes on property owned by the Association; and

d) For borrowing money for the purpose of improving the Common Areas and in aid thereof to mortgage said areas; and

e) For operating and maintaining drainage areas; and

f) For doing any other thing necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate health and fire hazards, or which are the opinion of the Board of Directors may be of general benefit to the owners.

SECTION 4:
Upon demand, the Association shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot.

SECTION 5:
The following properties are exempt from the assessment provided for in these By-Laws:
(a) Common Areas;
(b) All properties to the extent of any easements or other interest therein dedicated and accepted by a local public authority and devoted for public use.

SECTION 6:
Each of the lots described in the aforesaid Declaration of Covenants , Restrictions and Easements are hereby made subject to a lien and permanent charge in favor of the Association for annual assessments, maintenance assessments for a particular lot. Each lot hereafter made subject to these By-Laws shall automatically be subjected to said liens and permanent charges at the time the lot is made subject to these By-Laws and lien shall bind such lot in the hands of any and all persons

SECTION 7:
Each owner or partner of any lot is or shall become subject to these By-Laws, by acceptance of a Deed or other conveyance therefor, whether or not it shall be so expressed in such document, whether or not such document shall be signed by such owner , and whether or not such owner shall otherwise consent shall be deemed to covenant, promise, and agree to pay to the Association annual assessments, maitenance assessments, and special assessments, with such annual and special assessments and maintenance assessments to be fixed and collected from time to time as herein provided; and any person or persons who was or were the owner of any lot or lots subject to assessment. by the Association at a time when any assessment, charge, or fee came due with respect to such lots shall be personally obligated to pay such assessment, together with interest thereon

SECTION 8:
The lien of the assessments charges and fees provided for herein shall be subordinate to the lien of any mortgage now hereafter placed upon the properties subject to assessment

SECTI ON 9
The permanent charge, the lien and the personal obligation hereby created may be enforced by the Association in any appropriate proceeding in law or in equity.

ARTICLE IX
ARCHITECTURAL CONTROL

SECTION 1

Declarant shall reserve the right to initially serve as the Architectural Control Committee and shall have the right to approve all docks, plans and specifications as provided in the Restrictions pertaining to Dry Dock Village. The height, area and setback regulations of the zoning ordinance and subdivision regulations of the County of Charleston shall be applicable to all Lots as will any additional requirements of the Architectural Control Committee. At such time as Declarant has sold more than one hundred (100%) percent of the lots in Dry Dock Village, the Declarant may assign its right for architectural control review to the Association.

The Declarant further reserves the right, but shall not be obligated to, assign its right for architectural control to the Association prior to the sale of one hundred (100%) percent of the lots or shall automatically lose such control at such time as may be required by any governmental body having jurisdiction over Dry Dock Village

SECTION 2:

The Architectural Control Committee shall meet for the transaction of business at such place as may be designated from time to time.

SECTION 3:

Special meeting of the Architectural Control Committee may be called by two (2) members of the Board for any time and place, provided that reasonable notice of such meetings shall be given to each member of the Architectural Control Committee of the time appointed for such meeting

SECTION 4:

The majority of the Architectural Control Committee for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of members present at any meeting at which there is a quorum shall be the act of the Architectural Control Committee.

SECTI ON 5

The Architectural Control Committee may from time to time determine the order of business at its meetings

SECTION 6:

At all meetings of the Architectural Control Committee a Chairman chosen by the members present shall preside.

SECTION 7:

Subject. to the provisions of SECTION 1 above members of the Association may remove any individual member of the Architectural Control Committee, with or without cause, by a majority vote of the owners of the lots at Dry Dock Village at an annual or special meeting of members at which a quorum is present.

SECTION 8:

Subject to the requirements of SECTION 1 above whenever a vacancy in the membership of the Board shall occur the remaining members of the Board shall have the power, by majority vote, to select. a member to serve the unexpired term of the vacancy.

SECTION 9:

In the event that any building, fence, dock, or other structure is to be erected, modified or altered on any lot or in the event that any landscaping or site alteration is to take place within the area of any lot entitled to enjoyment of the Common Areas owned by the Association, from time to time, complete plans and specifications, including site arid landscaping plans, shall be submitted to the Architectural Control Committee before the commencement of work. In the event of new construction or major alteration or replacement of an existing residence, the submittal shall include a plat prepared by a registered professional engineer or land surveyor.

SECTION 10:

Within thirty (30) days of submission of the plans the Architectural Control Committee shall approve, disapprove, or recommend modifications of the plans. In the event that action is not taken within thirty (30) days of the date received by the Committee, such plans shall be deemed approved. Factors to be considered by the Architectural Control Committee shall include, but not by way of limitation the following:

(a) Preservation of the natural environment;

(b) Harmony of design with the locale and existing structures so as to avoid devaluation of the surrounding properties;

(c) The desirability of minimizing intrusions and the view and privacy of surrounding properties;

(d) Design and location of driveway entrances and utility service equipment so as to protect the roads from damage;

(e) Complete compliance with the building restrictions as set out in the Covenants, Restrictions and Easements of the subdivision, recorded in the ROD Office for Charleston County.

SECTION 11:
The Architectural Control Committee is empowered on behalf of the Association and affected individual owners to bring an action to enforce the requirements of this Article including actions for injunctive relief.

SECTION 12:
Those items requiring review by the Architectural Control Committee shall include but not be limited to the following:

(a) Approval of all plans and specifications, including site and landscaping plans, for any building, residence or other structure and including plans for exterior lighting.

(b) Approval of all fences.

(c) Any material changes to the interior or exterior property.

(d) Any other matters that the Board of Directors of Dry Dock Village may deem necessary.

SECTION 13:
The Architectural Control Committee shall not have authority over the Common Areas in Dry Dock Village and any addition until the particular Common Areas have been conveyed by the Declarant to the Association.

ARTICLE X
NOTICE

SECTION 1:
Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director it shall not be construed to mean actual notice, but such notice may be given in writing by depositing the same in a post office in Charleston , South Carolina , in a postpaid sealed envelope,

addressed to such member or Director at his address as the same appears on the books of the Corporation and the time of the giving of such notice .

SECT ION 2:
Any notice required to be given by these By-Laws may be waived by the person entitled to notice.

ARTICLE Xl
CONTRACTS AND OWNERSHIP OF PROPERTY

SECTION 1:
The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into contract or execute and deliver such instrument in the name of the Corporation and such authority may be general or confined to specific instances.

SECTION 2:
All instruments in writing affecting any real estate which may be owned by the Association shall be executed and acknowledged in the name of the Association by the President and attested by the Secretary-Treasurer with the Corporate Seal affixed thereto.

ARTICLE XII
AMENDMENT OF BY-LAWS

After incorporation the Directors may adopt, amend, or repeal the By-Laws, subject to the right of the members to adopt, amend or repeal the By-Laws as provided under the laws of South Carolina.

ARTICLE XIII

The fiscal year of the Association shall begin on the 1st day of January and terminate on the 31st day of December of each year.

ARTICLE XIV

Enforcement of these By-Laws and Conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any requirement, either to restrain the violation or to recover damages against the land to enforce any lien created by these covenants; and failure by the Association or by any owner to enforce any requirement. herein contained shall in no event be deemed a waiver of the right to do so thereafter

ARTICLE XV

Invalidation of any one of these By-Laws or requirements by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XVI

The captions of each ARTICLE and SECTION hereof as to the content of each SECTION are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular SECTIONS to which they refer

IN WITNESS WHEREOF, Riley Sauls, as Manager of Sago Properties, LLC, has signed this Declaration on this 22 day of SEPTEMBER, 2026.

Sago Properties, LLC

By: Riley Sauls
Its: Manager

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, Brandi B. Fordham, do hereby certify that Sago Properties, LLC by Riley Sauls, Its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of September, 2026.

CYNTHIA L WHITE
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
MY COMM. EXPIRES JULY 17, 2027

Notary Public For South Carolina
My commission expires: 07-17-2027