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Cross Reference to Exhibit "E" to the Second Amended and Restated Declaration Recorded in Deed Book 03133 Beginning at Page 0551 in the Office of the Register of Deeds of Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA)
) **SECOND AMENDMENT TO THE**
) **SECOND AMENDED AND RESTATED**
COUNTY OF BEAUFORT) **BYLAWS OF SUN CITY HILTON HEAD**
) **COMMUNITY ASSOCIATION, INC.**

This Second Amendment to the Second Amended and Restated Bylaws of Sun City Hilton Head Community Association, Inc. (hereinafter referred to as "Second Amendment") is made this 23 day of October, 2013, by Del Webb Communities, Inc., an Arizona corporation, (hereinafter, with its successors and assigns, referred to as "Declarant").

WITNESSETH

WHEREAS, the First Amendment to the Second Amended and Restated Bylaws of Sun City Hilton Head Community Association, Inc. was recorded on September 6, 2012, in Deed Book 03172 at Page 2593; and

WHEREAS, Section 6.7 of the Second Amended and Restated Bylaws of Sun City Hilton Head Community Association, Inc. states, in part, that: "[u]ntil termination of the Class "B" membership, Declarant may unilaterally amend these Bylaws for any purpose"; and

WHEREAS, the Class "B" membership has neither ceased nor been converted to Class "A" membership, and Declarant desires to amend the Second Amended and Restated Bylaws of Sun City Hilton Head Community Association, Inc.

NOW, THEREFORE, Declarant amends the Second Amended and Restated Bylaws as follows:

1. 2.9 Proxies and Voting Authority.

(a) Neighborhood Representatives. Neighborhood Representatives may not vote by proxy but only in person or through their designated Alternate Neighborhood Representative or by written ballot as provided herein.

(b) Owners. Any Voting Member who is entitled to cast the vote for a Lot pursuant to Article III of the Declaration and these Bylaws may cast such vote in person or by proxy. Each proxy shall be in writing, dated, signed and filed with the Secretary prior to the meeting for which it is to be effective. Proxies may be delivered to the Secretary by personal delivery, U.S. mail, overnight courier, facsimile or scanned internet document, to any Board

member or the professional management agent, if any. Unless otherwise provided in the proxy, a proxy shall cover all votes which the Voting Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. No proxy shall be valid more than 11 months after its execution unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Owner's Lot.

(c) One Vote Per Lot. Except as otherwise specified in this Declaration or the ByLaws or otherwise required by law, the vote for each Lot owned by a Class "A" Member shall be exercised by the Owner.

(d) Multiple Ownership. In the event of Multiple Ownership of any kind, including joint tenants, a partnership, corporation, limited liability company, trust or any other business entity, the name of the person entitled to cast a vote shall be designated as the "Voting Member". The Owner shall advise the Association in writing as to the name of the Voting Member.

(e) No Designated Voting Member. If no designation of the Voting Member is made and more than one individual seeks to exercise the right to vote, the Board may either (i) recognize one Owner as the Voting Member or (ii) suspend the vote for the Lot until the issue has been resolved to the satisfaction of the Board, in its sole discretion. In any event, the Owner may be deemed present for the purpose of establishing a quorum.

(f) Clarifying Rules. The Board of Directors shall have the right to adopt Rules and Regulations further clarifying voting procedures.

2. 3.2 Number of Directors. The Association shall be governed by a Board of Directors consisting of no fewer than five (5) nor greater than seven (7) members.

3. 3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(a) The Association shall hold an election at which Class "A" Members shall be entitled to elect such directors as is necessary to fill seats for Class "A" Member elected directors. Such election may occur at the Annual Meeting or at such other time as is specified by the Board of Directors. If the election occurs at the Annual Meeting, the term will commence on the later of (a) the first day of the month following the election or (b) January 1 following the election. If the election occurs on a different date other than the Annual Meeting, the term will commence on the first day of the month following the election.

(b) In 2013, one (1) candidate shall be elected by the Class "A" Members to serve a term of three (3) years. In 2014, one (1) candidate shall be elected by the Class "A" Members to serve a term of three (3) years. Thereafter, an election shall be held as is necessary to fill open seats for Class "A" Member elected directors as determined by the currently seated

Board. Notwithstanding the preceding two sentences, the terms of directors shall end on the first day of the month following the election of their successors.

(c) At any time, the Class "B" Member may, in its sole discretion, allow Class "A" Members, other than the Declarant, to elect any director or directors who otherwise would be an appointee of the Class "B" Member. Such decision of the Class "B" Member shall be in writing setting forth the date such decision shall be effective, which writing shall be delivered to the Board of Directors. Prior to the effective date, the Association shall hold an election at which Class "A" Members, other than the Declarant, shall be entitled to elect such additional director(s). Notwithstanding, such director(s) shall serve at the discretion of the Class "B" Member and may be removed at any time by the Class "B" Member by written notice delivered to the Board of Directors. The right of the Class "B" Member to remove and replace such director(s) may only be waived by a written document signed by the Class "B" Member and setting forth the date such decision shall be effective, which document is recorded, by Declarant or with Declarant's express written consent, in the Register of Deeds for Beaufort County.

(d) Within one hundred twenty (120) days after the termination of the right of the Class "B" Member to appoint directors (whether as a result of (i) the filing by the Class "B" Member of the waiver referenced in the last sentence of paragraph (c), above, or (ii) the termination of the Class "B" Control Period, as set forth in Section 3.3 above), the Association shall hold an election at which all directors shall be elected as set forth in paragraph (e) below (provided, however, during such intervening period the directors shall continue to serve, be removed and be replaced in the same manner as previously existing).

(e) In the situation set forth in paragraph (d), above, the directors shall be elected by both Class "A" and Class "B" Members. In such election, pursuant to Section 3.3 of the Declaration, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot it owns. There shall be no cumulative voting. If the election occurs at the Annual Meeting, the term will commence on January 1. If the election occurs on a different date, the term will commence on the first day of the month following the election, or the first day of the month following the election of his or her successor, whichever is later. For the first election held pursuant to this subsection, the newly elected directors' term may be staggered as determined by the currently seated Board. Thereafter, all terms shall be for a term of three (3) years.

4. 5.3 Neighborhood Committees.

(a) In addition to any other committees established as provided above, each Neighborhood may establish a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Upon written petition signed by Owners of twenty-five (25%) percent of the Lots within any Neighborhood, the Board shall establish a Neighborhood Committee for such Neighborhood no later than sixty (60) days from the receipt of such petition or within four hundred twenty five (425) days following the first closing in that Neighborhood, whichever occurs first. Each Neighborhood Committee, if formed, shall consist of up to a maximum of five (5) members. Two members of the Neighborhood Committee shall be the Neighborhood Representative and alternate

Neighborhood Representative. The remaining members of the Neighborhood Committee shall be appointed by the elected Neighborhood Representative and alternate Neighborhood Representative.

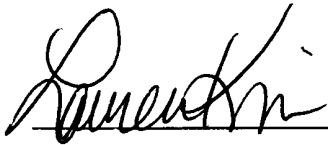
(b) Each Neighborhood Committee shall adopt rules and procedures for the operation of such committee which shall be distributed to all Owners within such Neighborhood; provided however, that such rules and procedures shall not conflict with any provisions of the Governing Documents of the Association, or any Board resolution. A Neighborhood Committee may advise the Board on any issue, but shall not have the authority to bind the Board.

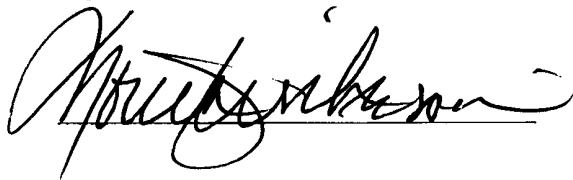
Ratification of ByLaws

Except as modified or changed herein, the Second Amended and Restated Bylaws are hereby ratified as if restated fully herein.

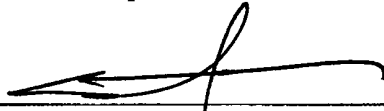
IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Second Amended and Restated Bylaws of Sun City Hilton Head Community Association, Inc. this 23 day of October, 2013.

WITNESS:





DEL WEBB COMMUNITIES INC.,
an Arizona Corporation

By: 

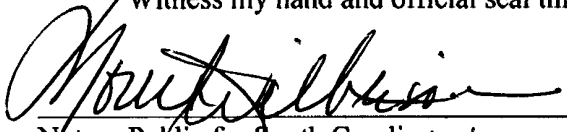
William Cutler
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, hereby certify that William Cutler, President of Del Webb Communities, Inc., personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23rd day of October, 2013.



Notary Public for South Carolina
My Commission Expires: 2/2/22