BYLAWS

OF

COOSAW FUTURES, CORP.

A South Carolina Nonprofit Corporation

These Bylaws are adopted pursuant to Article VI of the Articles of Incorporation of Coosaw Futures, Corp. (the "Corporation"), a South Carolina nonprofit corporation filed with the South Carolina Secretary of State on June 13, 2026 (Filing ID: 260615-1559032, Reference ID: 2244838), and pursuant to the South Carolina Nonprofit Corporation Act, S.C. Code Ann. § 33-31-101 et seq. (the "Act"). In the event of any conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation control. In the event of any conflict between these Bylaws and the Act, the Act controls.

ARTICLE 1: GENERAL

1.1 Name

The name of the Corporation is Coosaw Futures, Corp.

1.2 Principal Office

The principal office of the Corporation is located at 45 Park Square South, Beaufort, South Carolina 29907, which is also the address of the Registered Agent. The Management Team may change the principal office to any other location within Beaufort County, South Carolina.

1.3 Registered Agent

The Corporation shall at all times maintain a registered agent in South Carolina as required by the Act. The identity and address of the registered agent is maintained on file with the South Carolina Secretary of State and may be changed by the Management Team by filing the appropriate notice with the South Carolina Secretary of State.

1.4 Fiscal Year

The fiscal year of the Corporation ends on December 31 of each year.

1.5 Purpose

The Corporation is organized exclusively for the charitable and educational purposes set forth in Article III of the Articles of Incorporation. These Bylaws shall be interpreted and applied to advance those purposes. The Corporation does not govern the Coosaw Point community and has no authority to direct the actions of the Coosaw Point Property Owners Association, Inc. or its Board of Directors, as provided in Article III, Section 3.3 of the Articles of Incorporation. Nothing in these Bylaws or the Articles of Incorporation prohibits the Corporation from initiating, defending, or participating in litigation in furtherance of its charitable and educational purposes, including the enforcement of property owner rights under the Governing Documents and applicable laws, subject to the informed consent and expenditure authorization provisions of these Bylaws.

1.6 Nonprofit Character

The Corporation is a nonprofit corporation organized under the Act. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, members, or other private persons, except as authorized in Article IV of the Articles of Incorporation. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE 2: MANAGEMENT TEAM

2.1 Governing Authority

The Corporation shall be governed by a Management Team, which shall serve as the Board of Directors of the Corporation for all legal purposes under the Act, as established in Article VI of the Articles of Incorporation. The Management Team shall have, subject to the Act, the Articles of Incorporation, and these Bylaws, full power and authority to manage and control the business and affairs of the Corporation.

2.2 Composition

The Management Team shall consist of not fewer than three (3) nor more than nine (9) Managers. Within those limits, the Management Team may increase or decrease its size by majority vote, based on the workload and skills needed to advance the Corporation's mission. Any increase beyond nine (9) requires a supermajority vote of all outstanding Voting Interests at a duly noticed member meeting.

2.3 Initial Management Team

The Initial Management Team consists of the incorporators named in the Articles of Incorporation, who shall serve until the first Annual Meeting of Members and until their successors are duly elected and qualified.

2.4 Election and Term

Beginning at the first Annual Meeting of Members, Managers shall be elected by plurality vote of the Members for terms of two (2) years, or until their successors are duly elected and qualified. Officers shall be elected by the Management Team from among its members following each election of Managers. To provide staggered terms, the Management Team may designate initial elected Managers to serve one-year or two-year initial terms as needed.

2.5 Qualifications

Each Manager must be a Member in good standing of the Corporation at the time of election and throughout their term. A Manager who ceases to be a Member in good standing shall be deemed to have resigned effective upon such cessation, unless the Management Team, by majority vote, waives this requirement for good cause.

2.6 Vacancies

A vacancy on the Management Team exists upon the death, resignation, removal, or disqualification of a Manager, or upon an increase in the authorized number of Managers. Vacancies (other than those caused by removal) shall be filled by a majority vote of the remaining Managers. A Manager appointed to fill a vacancy serves until the next Annual Meeting of Members.

2.7 Resignation

Any Manager may resign by delivering written notice to the President or Secretary. Resignation is effective upon delivery unless a later date is specified.

2.8 Removal

Any Manager may be removed, with or without cause, by a majority vote of all outstanding Voting Interests at a duly noticed member meeting. The Manager proposed for removal shall receive at least ten (10) days' written notice and an opportunity to be heard at the meeting.

2.9 Compensation

Managers serve without compensation. The Management Team may authorize reimbursement of reasonable out-of-pocket expenses incurred on behalf of the Corporation, supported by receipts and approved in accordance with the expenditure authorization policy.

2.10 Standard of Care

Each Manager shall discharge their duties in good faith, with the care that a person in a like position would reasonably believe appropriate under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Corporation, consistent with the Act (S.C. Code Ann. § 33-31-830).

ARTICLE 3: MANAGEMENT TEAM MEETINGS

3.1 Regular Meetings

The Management Team shall hold regular meetings at such times and places as the Management Team may determine. Regular meetings shall be open to Members in good standing as observers. The Secretary shall provide Members with reasonable advance notice of the dates, times, and locations of regular meetings.

3.2 Special Meetings

Special meetings of the Management Team may be called by the President or by any two Managers. Notice of a special meeting shall be given to each Manager at least forty-eight (48) hours before the meeting, unless waived in writing.

3.3 Remote Participation

Management Team meetings may be held in person or by telephone, video conference, or similar communications equipment through which all persons participating can hear one another. Remote participation constitutes presence for purposes of quorum and voting.

3.4 Quorum and Voting

A majority of the filled seats of the Management Team, meaning more than half, constitutes a quorum for the transaction of business. Every act or decision approved by a majority vote of the Managers present at a duly held meeting at which a quorum exists constitutes the act of the Management Team. If a quorum is not present, the meeting shall be adjourned to a later date without further notice.

3.5 Action Without a Meeting

Any action required or permitted to be taken by the Management Team may be taken without a meeting if all Managers entitled to vote on the action consent in writing, including by email, as permitted by S.C. Code Ann. § 33-31-821. Any action taken by written consent shall be recorded in the minutes at the next regularly scheduled meeting.

3.6 Executive Session

The Management Team may convene in Executive Session by majority vote of the Managers present. Executive Session is limited to matters involving (a) pending or threatened litigation, (b) personnel matters, or (c) matters for which public disclosure would be contrary to the Corporation's interests. The fact that an Executive Session was held and its general subject matter shall be recorded in the minutes. No final action or binding vote may be taken in Executive Session; any resulting vote shall be taken in open session.

3.7 Minutes

The Secretary shall prepare minutes of all Management Team meetings, including the results of all votes and any recusals. Draft minutes shall be circulated to the Management Team within seven (7) days of each meeting and presented for approval at the next regular meeting. Approved minutes shall be posted to the Corporation's website. The Management Team is authorized to use AI-assisted transcription services in the preparation of minutes, provided that the Secretary reviews and approves the final minutes before circulation.

ARTICLE 4: OFFICERS

4.1 Officers Established

Pursuant to Article VII of the Articles of Incorporation, the officers of the Corporation are a President, a Treasurer, and a Secretary. The Management Team may designate additional officers as it deems appropriate. Officers are elected by the Management Team from among its members and serve at the pleasure of the Management Team.

4.2 President

The President is the chief executive officer and primary external spokesperson of the Corporation. The President shall preside at all Management Team and Member meetings; sign contracts and formal communications on behalf of the Corporation as authorized by the Management Team; make reports to the Management Team and Members, and perform all other duties assigned by the Management Team. The President's signatory authority is a delegation from the Management Team and does not confer independent authority to bind the Corporation beyond matters expressly authorized.

4.3 Treasurer

The Treasurer is the chief financial officer of the Corporation. The Treasurer shall have custody of all funds and securities of the Corporation; shall keep full and accurate accounts of receipts and disbursements; shall deposit all funds in the name and to the credit of the Corporation in depositories designated by the Management Team; shall disburse funds as ordered by the Management Team; shall render a current account of all transactions and the financial condition of the Corporation at each meeting of the Management Team and at any other time upon request; and shall prepare or cause to be prepared the annual financial statements required by Article 8. The Treasurer shall also prepare or cause to be prepared an annual operating budget for Management Team approval and shall coordinate with any retained CPA, accountant, or tax advisor to ensure all required federal and state tax returns and regulatory filings are timely submitted.

4.4 Secretary

The Secretary shall keep the minutes of all meetings of the Management Team and Members; shall ensure all notices are duly given in accordance with these Bylaws and applicable law; shall be custodian of all official records of the Corporation; shall maintain a register of the name and address of each Member; and shall perform all other duties incident to the office and as assigned by the Management Team. The Secretary is the Corporation's designated records custodian and primary external correspondent, coordinating with the President on formal communications.

4.5 Presiding Officer Succession

In the absence of the President from any meeting, the Management Team shall designate one of its members to preside.

4.6 Officer Vacancies and Removal

Any officer may be removed by a majority vote of the Management Team with or without cause. An officer who is the subject of a removal vote shall not participate in or vote on the motion to remove them. An officer vacancy shall be filled by a majority vote of the Management Team at the next Management Team Meeting or special meeting. An officer who ceases to be a Manager automatically vacates their officer position.

ARTICLE 5: MEMBERSHIP

5.1 Members

Pursuant to Article V of the Articles of Incorporation, the Corporation shall have members. Membership is open to all recorded owners of lot parcels within the Coosaw Point development on Lady's Island, Beaufort County, South Carolina, subject to the eligibility restrictions in Section 5.2. Membership is not open to the Declarant (as defined in the Coosaw Point Declaration of Covenants, Easements, Conditions and Restrictions, as amended) or to approved builders holding lots for construction and resale.

5.2 Eligibility

(a) PROPERTY OWNERSHIP REQUIRED. Each Member must be a recorded owner of a lot or unit within the Coosaw Point development at the time of application and throughout their membership. Annual eligibility verification is conducted by the Membership Committee.

(b) ONE VOTING INTEREST PER LOT. Only one (1) Voting Interest is recognized per Coosaw Point lot or unit, regardless of how many persons or entities hold title to that lot. Where multiple persons hold title to the same lot, they shall designate one of themselves as the voting Member for that lot. Entity-owned lots follow the same rule: a single designated natural person holds the Voting Interest.

(c) MULTIPLE LOTS. A Member who is the designated voter on multiple lots holds one (1) Voting Interest, not one vote per lot.

(d) POA DIRECTORS — PERMITTED WITH RECUSAL. A property owner who serves as a Member-Elected Director of the POA is not excluded from membership solely by reason of that position, but is subject to the conflict of interest and recusal provisions of Article 9.

5.3 Admission

Persons may be admitted to membership upon (a) submission of a completed Membership Application in a form approved by the Management Team confirming eligibility and agreement to be bound by these Bylaws, and (b) payment of the current annual dues.

5.4 Annual Dues

All Members shall pay annual dues in the amount established by the Management Team. The Management Team shall set and may adjust dues by majority vote, with thirty (30) days' written notice to all Members prior to the effective date of any change. The initial annual dues are Two Hundred Fifty Dollars ($250.00) per household. Annual dues shall not exceed Five Hundred Dollars ($500.00) per household without approval by a majority vote of all outstanding Voting Interest at a duly noticed member meeting.

5.5 Voluntary Contributions

Members and non-members may make voluntary charitable contributions to the Corporation at any time. All contributions shall be recorded and acknowledged in compliance with applicable IRS requirements.

5.6 Withdrawal and Termination

A Member may withdraw at any time by written notice to the Secretary or by failing to pay annual dues within sixty (60) days of the due date. No refund of prior dues is made upon withdrawal. Membership terminates automatically upon sale of the Member's Coosaw Point property. A Member may be expelled by a supermajority vote of the Management Team for conduct that is materially harmful to the Corporation, provided that the Member receives written notice of the grounds and an opportunity to respond within fourteen (14) days prior to the vote.

5.7 Non-Transferability

Membership and Voting Interests may not be transferred, assigned, pledged, or encumbered. The new owner of a Coosaw Point property may apply for membership independently.

ARTICLE 6: MEMBER MEETINGS

6.1 Annual Meeting

An Annual Meeting of Members shall be held each year on or near the anniversary of incorporation, at a place, date, and time designated by the Management Team. The initial Management Team shall serve until the first Annual Meeting and until their successors are duly elected and qualified. Beginning at the first Annual Meeting of the Members, Members shall elect Managers as provided in Section 2.4. At the first Annual Meeting, the Management Team shall present a report on the Corporation's activities, finances, and plans. Initial elected Managers may serve one-year or two-year initial terms as designated by the Management Team to establish staggered succession. The Management Team may, by unanimous vote, call for elections at an earlier meeting.

6.2 Special Meetings

Special Meetings of Members may be called by the President, by majority vote of the Management Team, or by written petition of Members holding in the aggregate at least twenty-five percent (25%) of all outstanding Voting Interests. The petition shall be in writing to the Secretary specifying the time, place, and general nature of the business to be transacted.

6.3 Notice

Written notice of all meetings of Members shall be given not fewer than ten (10) nor more than sixty (60) days before the meeting date. Notice shall specify the place, date, time, and general nature of the business to be transacted. Notice may be given personally, by first-class mail, or by email to the address on file with the Secretary. Notice may also be posted on the Corporation's website as a supplement to the primary notice methods.

6.4 Quorum

The presence, in person, by remote participation, or by written proxy, of Members holding more than twenty-five percent (25%) of all outstanding Voting Interests constitutes a quorum at all member meetings for the transaction of business, except as otherwise required by these Bylaws. If a quorum is not present, the meeting shall be adjourned to a later date without further notice.

6.5 Voting

Each Member holds one (1) Voting Interest. Actions of the Members require approval by a majority vote - more than fifty percent (50%) - of the Voting Interests present at a duly noticed meeting at which a quorum is established, except where a higher threshold is specifically required by these Bylaws or the Articles of Incorporation. The Management Team may conduct member votes through a secure, auditable online platform; online voting windows shall remain open for at least seven (7) days for non-emergency matters. For major decisions — including Bylaw amendments, election of Managers, and expenditures above the Tier 3 threshold — the Management Team shall use a secure, auditable online voting platform with a voting window of not fewer than thirty (30) days. Results shall be certified and published to all Members within seven (7) days of the close of voting.

6.6 Proxies

Every Member may vote in person, by remote participation, or by written proxy signed by the Member and filed with the Secretary before the meeting. A proxy is valid only for the specific meeting and specific issues identified in the proxy instrument. General proxies are not permitted. A proxy is revocable unless specifically stated to be irrevocable.

6.7 Remote Participation

Members may participate in any meeting by telephone, video conference, or other communications technology by means of which all participants can communicate with each other. Members participating remotely count as present for quorum and voting purposes.

6.8 Member Meeting Minutes

The Secretary shall prepare and distribute draft minutes of all Member meetings to the Management Team within fourteen (14) days of the meeting. Minutes are treated as approved if no written objection is received within thirty (30) days of distribution and shall be posted to the Corporation's website upon approval.

ARTICLE 7: COMMITTEES

7.1 Standing Committees

The Management Team shall establish the following standing committees. Each committee shall have a designated Management Team liaison who provides oversight and guidance until the Committee elects a chair from among its members, subject to confirmation by the Management Team. If a committee fails to elect a chair within thirty (30) days of formation or vacancy, the Management Team shall appoint an interim chair form among eligible Members, which may include the Management Team liaison, until the committee elects a permanent chair.

(a) Legal Liaison Committee — coordinate with retained legal counsel on matters of property owner rights, governing document interpretation, declarant transparency, and organizational legal strategy;

(b) Finance Committee — manage the financial affairs of the Corporation and independently research and document the financial condition of the POA for the benefit of members;

(c) Membership Committee — recruit members, manage enrollment and records, and maintain the membership roster;

(d) Infrastructure Committee — independently document and preserve records on the condition of Coosaw Point community assets, infrastructure, and amenities including roads, ponds, drainage, and all components of the Area of Common Responsibility as defined in the Governing Documents;

(e) Communications Committee — manage all channels, including website, newsletters, social media, and community outreach to keep all property owners informed of Corporation activities and community development; and

(f) Administration Committee - maintain official records, prepare and post meeting minutes, manage member data, and provide the organizational support functions that keep the Corporation accountable and operational.

7.2 Committee Operations

Each Committee Chair is accountable to the full Management Team for the committee's progress. Committees may include Members and other eligible community volunteers. Committees do not have authority to act on behalf of the Corporation in formal matters; such actions require approval from the Management Team. All committee work products are the property of the Corporation.

7.3 Additional Committees

The Management Team may establish additional standing or ad hoc committees as the Corporation's work requires. Any Member who serves on a POA committee is subject to the conflict of interest and recusal provisions of Article 9 with respect to matters within that committee's domain.

ARTICLE 8: FINANCES AND RECORDS

8.1 Books and Records

The Secretary and Treasurer shall maintain at the principal office of the Corporation: (a) a current member roster with names and addresses; (b) a current list of all Managers and Officers; (c) a copy of the Articles of Incorporation and these Bylaws and all amendments; (d) copies of all federal and state income tax returns for the past seven (7) years; (e) financial statements for the past seven (7) years; (f) all member meeting minutes and written consents; and (g) all Management Team meeting minutes.

8.2 Member Inspection Rights

The following records shall be posted and maintained on the Corporation’s publicly accessible website at all times: these Bylaws and the Articles of Incorporation; all approved meeting minutes; all annual financial reports; and all Annual Transition Status Reports. Records not posted publicly, including the member roster and unapproved draft minutes - shall be made available to any Member in good standing within five (5) business days of a written request to the Secretary, at no charge.

8.3 Financial Management

All funds of the Corporation shall be deposited in the Corporation's name. The Management Team shall establish financial controls providing that no single Manager or officer has sole authority to both authorize and execute payments. For electronic payments, the Treasurer shall maintain a transaction log reviewed by the President or a designated Management Team member on a monthly basis

8.4 Expenditure Authorization

The Management Team shall maintain an expenditure authorization policy establishing dollar thresholds for Management Team approval, member notice, and member vote. That policy shall be posted on the Corporation’s website and may be amended by majority vote of the Management Team with thirty (30) days' member notice. Notwithstanding any such policy, no single-vendor annual expenditure may exceed twenty-five thousand dollars ($25,000) without a majority member vote at a duly noticed meeting.

8.5 Annual Financial Report

Within ninety (90) days after the close of each fiscal year, the Treasurer shall cause to be prepared and distributed to each Member a balance sheet and operating statement for the preceding year, prepared in conformity with generally accepted accounting principles.

8.6 Tax Matters

The Management Team shall ensure that all required federal and state tax returns and information returns are prepared and filed. The Treasurer shall seek guidance from an NPO-experienced CPA or qualified advisor on the applicable filing requirements (IRS Form 990, 990-N, or equivalent) as needed.

ARTICLE 9: CONFLICT OF INTEREST

9.1 Annual Disclosure

All Managers shall provide annual written disclosure of any financial relationship, employment relationship, or material interest involving: (a) the then-current Declarant or related entities; (b) any approved builder participating in the Coosaw Point builder program; (c) the POA's then-current management company; (d) any vendor providing goods or services to the POA; or (e) any service on any standing or ad hoc committee of the POA. Annual disclosures shall be filed with the Secretary by January 31 of each year and made available to Members upon request.

9.2 Mandatory Recusal

No Manager may vote on any matter in which they have a conflict of interest. A Manager has a conflict of interest when they hold a material financial, employment, or business relationship with an entity directly involved in the matter being voted upon, or when a reasonable person would conclude that the Manager’s personal financial or business interest could have influenced their vote. The existence of a conflict triggers both the obligation to disclose it and the obligation to recuse. A Manager who serves as a Property-Owner -Elected Director of the POA shall recuse themselves from any Corporation vote or deliberation on formal positions directed to the POA Board. All recusals shall be recorded in the minutes with the nature of the conflict stated.

9.3 Removal for Non-Disclosure

A Manager who knowingly fails to disclose a material relationship required under Section 9.1 may be removed by a supermajority vote of the remaining Managers without a member vote.

ARTICLE 10: INDEMNIFICATION AND LIABILITY

10.1 Indemnification

The Corporation shall indemnify its directors, officers, and agents to the fullest extent permitted by applicable South Carolina law, as provided in Article IX of the Articles of Incorporation. The Management Team shall obtain and maintain directors and officers (D&O) liability insurance at a coverage level determined by the Management Team and shall maintain such coverage continuously throughout the Corporation’s existence.

10.2 Advance of Expenses

Expenses incurred by a Manager or Officer in defending any proceeding may be advanced by the Corporation before final disposition upon receipt of an undertaking by or on behalf of such person to repay the amount advanced unless it is ultimately determined that the person is entitled to be indemnified.

10.3 Liability of Directors and Officers

The liability of directors and officers is limited as provided in Article VIII of the Articles of Incorporation and the Act. No Manager or Officer shall be personally liable to the Corporation or its Members for monetary damages for any act or failure to act except as specifically provided in the Articles of Incorporation.

ARTICLE 11: DISSOLUTION

11.1 Events of Dissolution

Dissolution of the Corporation shall be governed by the South Carolina Nonprofit Corporation Act, S.C. Code Ann. §§ 33-31-1401 et seq. Including Article 14 thereof. The provisions below supplement the Act and identify the circumstances and responsibilities that apply to this Corporation.

The Corporation may be dissolved upon: (a) a vote to dissolve by the full Management Team in accordance with S.C. Code Ann.§ 33-31-1402, with written notice to all Members at least thirty (30) days in advance, or (b) a majority vote of all outstanding Voting Interests at a duly noticed member meeting called for that purpose.

The following events obligate the Management Team, or if the Management Team is unable to act, any Member in good standing, to initiate dissolution proceedings under the Act: (i) the Corporation is unable to meet its financial obligations and has insufficient funds to wind up; (ii) fewer than three (3) Members remain in good standing; (iii) the Management Team falls below three (3) members and cannot be reconstituted within ninety (90) days, with reconstitution authorized to be initiated by any single remaining Manager or, if none, any Member in good standing, who may call a special meeting for that sole purpose with not fewer than five (5) days' notice; (iv) the Corporation fails to hold an Annual Meeting for two (2) consecutive years. (v.) The Corporation fails to file required annual reports or pay required fees with the South Carolina Secretary of State for two (2) consecutive years; or (vi) A court of competent jurisdiction orders dissolution or a winding up of the Corporation's affairs.

Upon the occurrence of any event described above, the responsible party shall promptly notify all Members and commence the winding up procedures described in 11.3.

11.2 Distribution of Assets

Upon the commencement of dissolution, and before any distribution of remaining assets, the Management Team shall set aside funds sufficient to pay all outstanding obligations and estimated wind-up costs, including final tax filings, state filing fees, legal fees, and administrative expenses. No distribution of remaining assets shall be made until all such obligations are satisfied or adequately provided for.

11.3 Winding Up

Upon dissolution, the Management Team shall execute and file Articles of Dissolution with the Secretary of State, wind up all affairs of the Corporation, file all required final tax returns, transfer remaining assets to the designated beneficiary, and notify the South Carolina Secretary of State. Winding up shall be completed within ninety (90) days of the dissolution vote wherever practicable.

11.4 Record Transfer at Full Transition

For purposes of the Bylaws, 'Full Transition' means that point at which: (i) the Declarant Control Period has ended; (ii) all Declarant reserved rights have lapsed or been surrendered as certified by legal counsel; (iii) the Management Team has certified that all material infrastructure systems identified as incomplete or deficient have been addressed or formally accepted by the incoming property-owner controlled Board; (iv) Private Amenity governance documentation is complete; and (v) no material pending legal matter, formal dispute, or unresolved information request between the Corporation and the Declarant or Association remains outstanding. The Management Team may adopt a Full Transition Checklist by majority vote, which shall supplement but not replace this definition.

ARTICLE 12: AMENDMENTS

12.1 Amendment of Bylaws

These Bylaws may be amended by vote of sixty percent (60%) of all outstanding Voting Interests at a duly noticed member meeting. Proposed amendments shall be provided to all Members in writing at least thirty (30) days before the meeting at which the vote will occur. No vote on a proposed amendment may be called at the same meeting at which the amendment is first presented.

12.2 Formation Period Authority

Prior to the first Annual Meeting of Members, the initial Management Team may amend these Bylaws by unanimous written consent of all Managers, provided that: (a) written notice of any proposed amendment is distributed to all enrolled Members at least five (5) days before the Management Team vote; (b) no formation period amendment may reduce or eliminate any right expressly granted to Members; and (c) any Member who objects in writing shall have that objection preserved in the official records and presented at the first Annual Meeting. Formation period authority under this Section extends only to these Bylaws. Amendments to the Articles of Incorporation require a separate filing with the South Carolina Secretary of State as provided in Section 12.3 and Article XI of the Articles.

12.3 Amendments to the Articles

Amendments to the Articles of Incorporation shall be made as provided in Article XI of the Articles and the Act. Any amendment to Article III (Purpose), Article IV (Nonprofit Character), or Article X (Dissolution) requires approval of both the Management Team and a supermajority vote of sixty percent (60%) of all outstanding Voting Interests at a duly noticed member meeting, as provided in Article XI of the Articles.

ARTICLE 13: GENERAL PROVISIONS

13.1 Governing Law

These Bylaws shall be governed by and interpreted in accordance with the laws of the State of South Carolina, including the Act. Any legal proceedings arising under these Bylaws shall be brought in the courts of Beaufort County, South Carolina.

13.2 Severability

If any provision of these Bylaws is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.3 Notices

All notices under these Bylaws shall be in writing and deemed duly given when delivered in person, by first-class mail, or by email to the address on file with the Secretary.

13.4 Parliamentary Authority

In matters not governed by these Bylaws, the Articles of Incorporation, or the Act, the then-current edition of Robert's Rules of Order may be used as a guide but shall not supersede any provision of these Bylaws.

13.5 Relationship to the POA

Coosaw Futures, Corp. is an independent property owner advocacy organization. Nothing in these Bylaws authorizes the Corporation to direct, instruct, or require any action of the Coosaw Point Property Owners Association, Inc. or its Board of Directors. The Corporation's formal positions and objections are advisory and communicative in nature. No Corporation communication may represent itself as reflecting the official position of the Coosaw Point Property Owners Association, Inc.

13.6 Entire Agreement

These Bylaws, together with the Articles of Incorporation, constitute the complete internal governance framework of the Corporation. In the event of any conflict, the Articles of Incorporation control.

13.7 Voting Thresholds Definitions.

For purposes of these Bylaws: “Majority” means more than fifty percent (50%) of the votes cast at a duly noticed meeting at which a quorum is present. “Supermajority” means at least two thirds (⅔) of the votes cast at such a meeting, unless a specific percentage is stated, in which case that percentage controls. “Outstanding Voting Interest” means all Voting Interest held by Managers in good standing, regardless of whether present at or voting in any particular meeting or online vote.

ADOPTION

These Bylaws were adopted by the Management Team of Coosaw Futures, Corp. by unanimous vote on __________________, 2026.

IN WITNESS WHEREOF, the undersigned Managers have executed these Bylaws as of the date indicated below.

BY: ___________________________________ DATE: ________________

Kurt Wachholz, President

BY: ___________________________________ DATE: ________________

Marshall Pepper, Treasurer / Registered Agent

BY: ___________________________________ DATE: ________________

Mark Hooper, Secretary

BY: ___________________________________ DATE: ________________

Brooks Tucker, Manager

BY: ___________________________________ DATE: ________________

Lawrence Loucka, Manager

BY: ___________________________________ DATE: ________________

Kathy Grigg, Manager

Coosaw Futures, Corp. | Bylaws Draft v8 | August 2026 | Provisionally Adopted | Based on Articles of Incorporation, Filing ID 260615-1559032