

OAK GROVE TOWNHOME ASSOCIATION

BY-LAWS

These By-Laws, adopted on the date hereinafter set forth by Oak Grove Townhome Association, hereinafter referred to as '**The Association**'.

WITNESSETH

WHEREAS, The Association is the established governing body of certain property in Lexington County, South Carolina, which is more particularly described as:

"All that Piece, Parcel, or Tract of Land, lying and being in the County of Lexington, State of South Carolina, being more particularly shown on Plot Plan of the Oaks Townhouses, dated August 10, 1972, revised June 26, 1973, prepared by Palmetto Engineering Comp-any for Gray Construction Company, Inc. recorded in Plat Book 131-G at Page 6, in the office of the Clerk of Court for Lexington County."

NOW THEREFORE, The Association hereby declares that all the properties described above shall be governed by The Association, and shall be held, sold, and conveyed subject to the following By-Laws, Easements, Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all Parties having any Right, Title or Interest in, the described properties, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1. "The Association" shall mean and refer to the Oak Grove Townhome Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of The

Association.

4. "Common Area" shall mean all real property governed by The Association for the common use and enjoyment of the Owners. The Common Area to be governed by The Association is described as follows:

"All that piece, parcel or Tract of Land, being more particularly shown on Plot Plan of the Oaks Townhouses, dated August 10, 1972, revised June 26, 1973, by Palmetto Engineering Company, recorded in Plat Book 131-G, at Page 6, in the office of the Clerk of Court for Lexington County, as the shaded areas."

"Lot" shall mean and refer to any Plat of Land shown upon any recorded subdivision map of the properties, with the exception of the Common Areas.

ARTICLE II

PROPERTY RIGHTS

1. Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be a part of, and shall pass with, the title to every lot, subject to the following provisions:

(a) The right of The Association to charge reasonable admission and regime fees for the use of any recreational facility situated upon the Common Area; and

(b) The right of The Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any regime fees remain unpaid; and

(c) The right of The Association to suspend the voting rights and right of use of the recreational facilities by an owner for any infraction of its published Rules & Regulations, for a period not to exceed sixty (60) days; and

(d) The right of The Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be effective, unless an instrument signed by no less than two-thirds (2/3) of the owners agreeing to such dedication or transfer has been recorded; and

(e) The right of individual Owners to the exclusive use of parking spaces as provided in this article; and

(f) The right of The Association, with the assent of two-thirds (2/3) of the owners, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal

property as security for money borrowed or debts incurred; Provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the owners.

2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

3. PARKING RIGHTS. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (2) vehicle parking spaces for each dwelling. No inoperable, junker-type vehicles will be allowed on the premises.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a lot which is subject to assessment shall be a member of The Association. Membership shall be a part of, and may not be separated from, ownership of any lot which is subject to assessment.

2. Owners shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote of or such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect with any such lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed covenant, and agree to pay The Association:

(a) Monthly regime fees, or charges; and

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was

the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. The assessments levied by The Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and in particular for the acquisition, improvements and maintenance of properties, services, and facilities devoted to the purpose and related to the exterior maintenance of the homes situated upon the properties, or for the use and enjoyment of the common area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with these By-Laws, the employment of attorneys to represent The Association when necessary, and such other needs as may arise.

3. Until January 1, of the year immediately following the adoption of these By Laws, the maximum regime fee assessment shall be Eighty-five and No/100 (\$85.00) Dollars per month, per unit, unless such amount is changed by The Association members, as hereinafter provided, by amendment to these By-Laws. A late payment charge of 1 ½ % will be added to any balance not received by the 10th of each month.

(a) The maximum assessment shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership, by an amount not to exceed Five (5%) Percent of the maximum assessment of the previous year.

(b) The maximum assessment may be increased without limit by vote of majority (51%) of members voting in person, or by proxy, at a meeting called for this purpose.

(c) The Board of Directors may fix the assessment at an amount not in excess of the maximum approved, as in (b) above.

4. In addition to the regime fees authorized above, The Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or the replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that such assessment shall have the assent of majority (51%) of the members voting in person, or by proxy, at the meeting called for this purpose. All special assessments may be collected on a monthly basis.

5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, or Section 4 above, shall be sent to all members not less than fifteen (15) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of members, or of proxies, entitled to cast fifty (50%) percent of all votes shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the

same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6 Except as hereinafter provided in Section 7, all assessments shall be collected on a monthly basis.

7. The assessments provided for herein shall commence as to all lots on the first day of the second month following adoption of the assessment. At least thirty (30) days in advance of each assessment period, the Board of Directors shall fix the amount of the assessment to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of The Association, setting forth whether the assessments on a specific lot have been paid.

8. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments and regime fees provided for herein by non-use of the common area, or abandonment of his/her lot.

9. The lien and/or judgment provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding action. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust, or deeds of trust.

10. All property dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

1. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to

the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair and maintenance of a party wall shall be shared by The Association.

3. If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of any owner to contribution from any other owner under this Article shall be a part of the land and shall pass to such owner's successors in title.

6. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all arbitrators.

ARTICLE VI

EXTERIOR MAINTENANCE

1. In addition to maintenance upon the common area, The Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows:

Paint, repair, replace and care of roofs, gutters, down-spouts, exterior building surfaces of original the construction, trees, shrubs, walks and other exterior improvements.

Such exterior maintenance shall not include glass surfaces, or any exterior building surfaces not of **original** construction.

In order to enable The Association to accomplish the foregoing, there is hereby reserved to The Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

If an owner, by his own will takes it upon himself to perform exterior maintenance to his townhouse to included but not limited to, repairing, replacing, painting, or changing the original appearance of his townhouse without first getting prior approval from the board of directors, he will **not** be entitled to receive, from The Association, reimbursement for the costs of the maintenance performed by him.

In the event that the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the owner, his family, or invited guests, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, as the foregoing are defined and explained in South Carolina Standard Fire and Extended Coverage Insurance policies, the cost of such maintenance, replacement, or repairs, shall be add to and become a part of the assessment to which such lot is subject.

ARTICLE VII

USE RESTRICTIONS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half (2 1/2) stories in height.
2. No dwelling shall be permitted costing less than Twelve Thousand (\$12,000) Dollars, based on current building costs, and having a ground area of the main structure, exclusive of one-story open porches, of less than One Hundred (100) square feet for a one-story dwelling, nor less than Four Hundred Fifty (450) square feet for a dwelling of more than one story.
3. No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot, or in any dwelling except that dogs, cats, or other household pets may be kept or maintained, provided they are not kept or maintained for commercial purposes.
5. No outside radio or television antennae shall be kept or maintained on any lot, or in any dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of The Association, or its architectural control committee.
6. Satellite dishes no larger than the eighteen (18") inch variety may be installed in the rear of the unit, preferably on the roof of the storage closets. Such installations shall be accomplished so that the disk is not visible from the front of the unit, or from the street in front of the building.
7. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the properties other than between the hours of 8:00 o'clock AM, and 5:00 o'clock PM, on Monday through Friday; and from 8:00 o'clock AM, and 1:00 o'clock PM on Saturday, (except when any such day shall fall upon a holiday). Clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight, other than during the times aforementioned.

ARTICLE VIII

BASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE IX

GENERAL PROVISIONS

1. The Association, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all Restrictions, Conditions, Covenants, Reservations, Liens, and changes now and hereafter imposed by the provisions of these By-Laws. Failure by The Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. The covenants and restrictions of these By-Laws shall run with and bind the land, in perpetuity.

4. These By-Laws may be amended by the consent of not less than one half (1/2) vote of the of the owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

Amendments must be properly recorded and promulgated to the Owners and Members of The Association.

ARTICLE X

OFFICERS & BOARD OF DIRECTORS

1. The governing authority of The Association shall be vested in the Board of Directors, which shall consist of the Officers elected by the members at the annual meeting, as hereinafter provided.

2. The Association, at its annual meeting, shall elect from the membership, a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be:

(a) A home- owner who shall not be in arrears in any assessments, or regime fees, at the time of the annual meeting is called to order; and shall be

(b) Elected by a simple majority of the members present and voting in person, or by proxy; and shall

(c) Hold office from January 1, through December 31, of the year following the annual meeting at which elected.

There shall be no limit as to the number of years any person may serve in any elected capacity. However, any person appointed to any office shall serve only the remaining term of the office to which he/she is appointed.

1. The duties of the Officers shall be as follows:

(a) The President shall preside at all meetings of the members, and shall preside at the meeting of the Board of Directors.

The President shall be authorized to sign checks on behalf of The Association in the absence of the Treasurer.

(b) The Vice President shall preside in the absence of the President at all meetings of the members, and shall preside at meetings of the Board of Directors in the absence of the President.

The Vice President shall perform any such other duties as prescribed by the President.

(c) The Secretary shall record the minutes of the proceedings at all meetings of the members, as well as the Board of Directors meetings.

The Secretary shall be responsible for the publishing of the minutes to each member within a reasonable time, after the meeting has taken place.

The Secretary shall keep an up-to-date mailing list of all owners and residents.

(d) The Treasurer shall be responsible for the deposit of all Association funds, and for the disbursement thereof, keeping complete records of receipts and disbursements, in accordance with Generally Accepted Accounting Procedures.

The Treasurer shall publish periodically, but no less than quarterly the financial status of The Association.

Prior to any meeting of the members, the Treasurer shall inform the President, in writing, of any member who is in arrears of any assessment, or regime fees, in accordance with Article II, Section 1(b), above.

(e) General Board member shall assist the other board members.

2. The Annual meeting of members of The Association shall be held during the month of November.

The Board of Directors shall notify each member of the date, time, and site of the annual meeting, not less than fifteen (15) nor more than thirty (30) days prior to the meeting.

THIS IS TO CERTIFY THAT THE ABOVE BY-LAWS ON THIS AND THE PRECEDING NINE (9) PAGES WERE ADOPTED BY THE OAK GROVE TOWHHOME ASSOCIATION MEMBERS AT THE HOMEOWNERS MEETING HELD 7 th DAY OF JUNE, 2000

IN WITNESS WHEREOF, THE UNDERSIGNED OFFICERS OF THE ASSOCIATION HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 27th DAY OF JUNE, 2000

/S/ *Natasha J. Holliday* , NATASHA J. HOLLIDAY, PRESIDENT
/S/ *Bill Bernagozzi* , BILL BERNAGOZZI, VICE PRESIDENT
/S/ *Dolores Doyle* , DOLORES DOYLE, SECRETARY
/S/ *Mary Ann Booth* , MARY ANN BOOTH, TREASURER
/S/ *Laurette Kirkland* , LAURETTE KIRKLAND, GENERAL BOARD MEMBER

WITNESSES:

 William B. Hall

 Catherine A. Malley

This is a typed copy of the computer-generated Original Document, which is on file in the office of the RMC, Lexington, South Carolina, and is published for the convenience of the Members of the Association, this __ day of _____, 2000

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF LEXINGTON

I, Jill Abernethy, Notary Public for the State of South Carolina, do hereby certify that the Board of Directors for the Oak Grove Townhome Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of June, 2000.

Jill Abernethy
Notary Public for South Carolina
My Commission Expires: Feb 15, 2005