

STATE OF SOUTH CAROLINA ) FILED  
) RESTRICTIVE COVENANTS, SC  
) FOR  
COUNTY OF GREENVILLE ) WESTVIEW, PHASE I A 10: 36

JUDY G. HIX  
REGISTER OF DEEDS

WHEREAS, the undersigned are the Owners and Developers of all that real estate subdivision in Greenville County, South Carolina, known as WESTVIEW, PHASE I, and shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 45-R, at Pages 27 and 28; and

WHEREAS, said Owners and Developers are developing said real estate as a single family residential subdivision and wish to impose thereon a general, uniform scheme of development; and

NOW, THEREFORE, for the protection of the homeowners of all lots in the subdivision known as WESTVIEW, PHASE I, the Restrictive Covenants shall read as follows:

I.

1. All lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer, inoperable or unlicensed cars or trucks shall be placed on any lot, either temporarily or permanently. No boats, camping trailers, motor home or recreational vehicle shall be placed on any lot unless such is stored within a garage or behind the residence so as not to be visible from the front of the residence. No school buses or commercial vehicles shall be parked overnight upon the roads of this development or on any lot therein.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. No number lot, or any part thereof, shall be used for any business or commercial purpose or for any public purpose.

OFFICE OF THE REGISTER OF DEEDS  
GREENVILLE, SOUTH CAROLINA

5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions, and applicable governmental regulations.

6. No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be properly leashed, caged and/or fenced at all times.

7. No television satellite antenna discs over eighteen (18") inches shall be allowed on any lot, and all satellite antenna discs must be placed at the rear of any residence and shall not be visible from the street.

8. No fencing of any type shall be allowed or erected that extends past the frontal line of any residence.

## II.

### SETBACK, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots may face either street or the intersection line. No residence shall be nearer to any side lot line than a distance equal to ten (10%) percent of the width of the lot measured at the building setback line.

2. No detached garage or other outbuilding shall be nearer than seventy-five (75) feet from the front lot line nor nearer than five (5) feet from any side line or ten (10) feet from any rear lot line.

3. No lot shall be recut except nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential unit.

4. Minimum Heated Floor Space:

(A) The minimum heated floor space within residential dwellings shall be as follows and shall apply to Lots Nos. 1 through 26, Lots Nos. 28 through 31, Lots Nos. 34 through 88 and Lot No. 97:

(1) A 1,300 square foot minimum for a one story dwelling

(2) A 1,500 square foot minimum for a two-story house or multi-level dwelling.

(B) The minimum heated floor space within residential dwellings shall be as follows and shall apply to all remaining lots in said subdivision:

- (1) A 1,200 square foot minimum for a one story dwelling
  - (2) A 1,600 square foot minimum for a two-story house or multi-level dwelling.
5. All residences shall have a minimum of a one-car garage.

III.

APPROVAL OF PLAN CHANGES

1. The Architectural Committee shall be composed of Russell C. Kallinen, Randy Hanson, and Mark Nyblom or any two (2) may act for and bind the Committee.

2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the building plans, specifications and plat plan showing the proposed type of construction, exterior design and location of such residence have been approved in writing as to conformity and harmony of external design and consistent with plans of existing residences or other builders, and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.

3. In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approved or disapprove plans for the construction of any buildings or improvements as to be construed as a practical duplication thereof in the discretion of the Committee.

4. In the event said Committee fails to approve or disapprove such designs and plans within 30 days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvements had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The terms "building or improvement" shall be deemed to include the erection, placement or alteration of any outbuilding, wall or fence to be made on any lot

5. The Committee is authorized to approve or ratify, in the construction or alteration of any building, minor violations of the requirements herein set forth under Section II, "Setbacks, Location and Size of Improvements and Lots" if, in the opinion of all members of the Committee, the same shall be necessary to prevent undue hardship because of topography, the shape or any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violations will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

6. All fencing erected on the lots hereinabove referred to shall be approved by the Committee in the same fashion as set out in paragraph III (4) of this covenants.

IV.

EASEMENTS

1. An easement is reserved over each side lot line 5 feet in width and 10 feet in width on each rear lot line for the installation, operation and maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved. However, if one or more lots are combined, the drainage and utilities easements provided for herein shall be along the perimeter of such combined lot.

2. The easements herein provided for shall include the right to cut trees, grade ditches, lay drain pipes or do such other things as may be reasonably required to provide for necessary drainage and utilities.

3. The Committee is authorized to approve or ratify, in the construction or alteration of any building, minor encroachments upon the easements provided for herein or on the recorded plat if, in the opinion of all the members of the Committee, the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

V.

MISCELLANEOUS

1. No signs other than Rosewood Meadows entrance signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. Nothing herein contained shall be construed to prevent the developers, or their successors or assigns, from maintaining temporary sales offices and storage on any lot while subdivision is in the process of being developed and/or residences being constructed therein. Such temporary sales office need not comply with the restrictions contained herein regarding floor size or type of constructions.

3. The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or part.

4. All refuse and garbage containers must be stored at the side or rear of each residence and placed at the curb only on the morning of the designated day of pickup and removed from the curb the evening of the day of pickup. Each lot shall have an operating lamp post located ten (10) feet from street, and which shall operate on a photo cell, to be on during night and off during day.

VI.

PROPERTY OWNERS ASSOCIATION

1. The Developer reserves the right to cause a Homeowner's Association to be organized consisting of all individuals owning the number lots as aforesaid within the subdivision. There shall be one (1) vote for each lot whether owned by one or more persons or entities; individually, jointly or as tenants in common. The Association may be formed after approximately one-half of all lots have homes occupied by residential purchases. Once formed, the Association shall be responsible for all common lighting, water sprinkler service for the entrance and road frontage areas and such other items as the Association shall determine.

2. All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes; provided, however, that all lots owned by the Developers and Owners shall be exempt from such maintenance charge or assessment so long as such lots continue to be owned by the Developers and Owners. The assessment against each lot shall become due and payable on January 1st next following the formation of the Association and thereafter shall be due and payable in advance on each and every succeeding January 1st.

*\* Amended to  
assess lots  
fee*

3. The amount of assessment shall be determined on an annual basis, after formation of the Association, by majority vote of the owners attending the annual meeting of the Association.

4. The assessments shall be payable to the Association and the amounts so paid shall be administered by the officers of the Association and may be used for the functions hereinafter set out, and it is expressly stipulated that the Association shall be empowered to perform any and all of said functions but that it is under no duty to perform or discontinue to perform said functions at any time.

(a) For the payment of the necessary expenses for the operation of the Association.

(b) For cleaning, maintaining and improving the streets, easements and rights-of-way.

(c) For caring for vacant and untended land, if any, within the aforementioned number lots in the subdivision, removing grass and weeds therefrom, and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of the owners.

(d) For any expenses incident to the enforcement of these protective covenants.

(e) For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the owners.

5. The Association shall have the right to suspend the voting rights of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) day for any infraction or its published rules and regulations. In the event of non-payment of any assessment as set forth herein, the Association may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien again the property in the same manner that a real estate mortgage is foreclosed, and interest, costs and attorney's fees shall be

added to the amount of such assessment. The lien of the Association against the property must be established by, and shall be effective from, the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court for Greenville County, South Carolina. Failure by the Association, or any owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

6. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and material in connection with the construction of improvements located on said property unless prior to the filing thereof, Notice of Lis Pendens has been filed by the Association for foreclosure due to non-payment of its assessment. Sale or transfer of any lot pursuant to foreclosure of a mortgage or materialman's or mechanic's lien, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer unless prior to the commencement of said action, a Notice of Lis Pendens has been filed by the Association as set forth above. Nothing herein shall affect the right of the Association to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

VII.

ENFORCEMENT OF RESTRICTIONS

1. If any party or any of the parties heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for the Association or any person or persons owning any of the aforementioned number lots situate in said subdivision to prosecute any proceeding at law as in equity against the person or persons violating or attempting to violate any of said covenants and prevent him or them from so doing, or recover damages or both for such violation. Failure by the Association or other persons to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one or more of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

FROM : LAW OFFICES AIKEN BARNES

PHONE NO. : 8642426678

AUG. 22 2002 03:07PM P8

**BOOK 2003 PAGE 830**

IN WITNESS WHEREOF, the said Developers and Owners individually and by their respective authorized officers have hereunto set his hand and their official seals and said owner has hereunto set his hand and seal at Greenville, South Carolina, this 19<sup>th</sup> day of July, 2002

IN THE PRESENCE OF:

SK BUILDERS, INC.

Julian B. Aiken  
Julius Aiken

By: [Signature]  
President

Randy H. Hanson & [Signature]  
Randy H. Hanson, Owner  
By his Attorney-in-Fact

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named SK Builders, Inc. by it duly authorized officer, sign, seal and as its act and deed, deliver the within written Restrictive Covenants; and that (s)he with the other witness subscribed above, witness the execution thereof.

SWORN to before me this 19<sup>th</sup>  
day of July, 2002  
Julius Aiken  
Notary Public for South Carolina  
My commission expires: 11-2-2002

Julian B. Aiken



FROM : LAW OFFICES AIKEN BARNES

PHONE NO. : 8642426678

Aug. 22 2002 03:06PM P9

BOOK 2003 PAGE 031

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STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Randy M. Hanson by his Attorney-in-Fact sign, seal and as his act and deed, deliver the within written Restrictive Covenants, and that (s)he with the other witness subscribed above, witness the execution thereof.

*[Handwritten Signature]*

SWORN to before me this 14<sup>th</sup>  
day of July, 2002.

*[Handwritten Signature]*  
Notary Public in South Carolina  
My commission expires 11-2-2002

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.L. Office at 1:03 PM  
07 25 02 RECORDED IN DEED  
BOOK 2003 PAGE 0284 THRU 0281  
DOC # 2002068832

*[Handwritten Signature]*

STATE OF SOUTH CAROLINA ) AMENDMENT TO RESTRICTIVE  
COUNTY OF GREENVILLE ) COVENANTS FOR WESTVIEW 3 32  
PHASE I

WHEREAS, the undersigned are the Owner and Developer of all the real estate subdivision in Greenville County, South Carolina, known as WESTVIEW, PHASE I, and shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 45-R at Pages 27 and 27, and

WHEREAS, the Owner and Developer entered into certain Restrictive Covenants for Westview Phase I, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824, and

WHEREAS, the Owner and Developer are the only present owners of all the lots in said subdivision, and

WHEREAS, the Owner and Developer wish to amend said restrictive covenants,

NOW, THEREFORE, for the protection of the homeowners of all lots in the subdivision known as WESTVIEW, PHASE I, the Restrictive Covenants shall be amended to read as follows:

No above ground pools of any type shall be allowed to be erected in WESTVIEW, PHASE I, Greenville County, South Carolina.

The Owner and Developer reserve and shall have the right to amend the Restrictive Covenants for WESTVIEW, PHASE I for the purpose of resolving any ambiguity in or any inconsistency between the provisions contained herein, and to make any additional

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covenants, restrictions, and easements applicable to the subdivision which do not substantially alter or change the standards of the covenants, conditions, restrictions and easements set forth in the Restrictive Covenants for Westview, Phase II, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824;

The remaining Restrictive Covenants for Westview, Phase I, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824, not amended by the foregoing shall remain in full force and effect.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and seal hereto, and the Developer by its authorized officer has hereunto set its official seal at Greenville, South Carolina this 15<sup>th</sup> day of October, 2002.

IN THE PRESENCE OF:

SK BUILDERS, INC.

James L. Tucker

By: [Signature]  
President  
Developer/Owner

[Signature]

[Signature]  
Randy Hanson, by his  
Attorney-in-Fact  
Owner

\* \* \* \* \*

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
 COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named SK Builders, Inc., by its duly authorized officer, sign, seal and as its act and deed, deliver the within AMENDMENT OF RESTRICTIVE CONVENANTS FOR WESTVIEW, PHASE I, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

*Julius B. Aiken*

SWORN to before me this 13<sup>th</sup> day of October, 2002.

*Julius B. Aiken* (L.S.)  
 Notary Public for South Carolina  
 My commission expires: 11-2-2002

\* \* \* \* \*

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
 COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Randy Hanson, by his Attorney-in-Fact, sign, seal and as his act and deed, deliver the within AMENDMENT OF RESTRICTIVE CONVENANTS FOR WESTVIEW, PHASE I, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

*Julius B. Aiken*

SWORN to before me this 15<sup>th</sup> day of October, 2002.

*Julius B. Aiken* (L.S.)  
 Notary Public for South Carolina  
 My commission expires: 11-2-2002

FILED FOR RECORD IN GREENVILLE  
 COUNTY SCRIP. D. OFFICE AT 03:32 PM  
 1016.02 RECORDED IN DEED  
 BOOK 2012 PAGE 1979 THRU 1981  
 DOC # 2002097174  
*Judy A. Hill*



2006017610

AMEND/REST  
3 PGS  
Page:599-601

February 24, 2006 12:36:18

Rec:\$10.00 Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GREENVILLE )

AMENDMENT TO THE  
RESTRICTIVE COVENANTS  
FOR WESTVIEW

THIS Amendment to the Restrictive Covenants for Westview is made this 24 day of February, 2006 (the "Amendment"), by the Westview Property Owners' Association, Inc. (the "Association").

WHEREAS, the Restrictive Covenants for Westview, Phase I dated July 19, 2002 and recorded in the Greenville County Register of Deeds Office on July 25, 2002 in Book 2003 at Page 824 (the "Declaration") encumbers the property known as Westview Phase I, as more fully described in Exhibit A to the Declaration; and

WHEREAS, Article V, Section 3 of the Declaration allows for amendments to the Declaration upon a majority vote of the Members; and

WHEREAS, at the Annual Meeting of the Association held on November 5, 2005, a majority of the Members of the Association voted to amend the Declaration as set forth in this Amendment

**NOW, THEREFORE,** the Declaration is hereby amended as follows:

1. **Article I, Section 2 shall be amended to add the following at the end of the paragraph:**

Violations will be addressed in writing with thirty (30) days notice to correct and comply.

2. **Article I, Section 3 shall be amended to delete the second sentence and replace it with the following:**

No boats, camping trailers, motor home or recreational vehicle shall be placed on any lot unless it is stored within a garage.

3. **Article I, Section 3 shall be amended to add the following at the end of the paragraph:**

Regular and frequent parking in the street is prohibited.

4. **Article I, Section 6 shall be amended to delete the last sentence and replace it with the following:**

All pets shall be properly leashed, caged and/or fenced at all times.

5. **Article I, Section 7 shall be amended to add the following at the end of the paragraph:**

Exceptions can be made for homes with limited visibility due to tree cover with approval from the Architectural Committee.

6. **Article III, Section 1 shall be amended to delete the entire section and replace it with the following:**

The Architectural Committee shall be composed of one member of the Board and two residents in good standing.

7. **Article V, Section 1 shall be amended to replace "Rosewood Meadows" with "Westview."**

8. **Article VI, Section 2 shall be amended to delete the first sentence and replace it with the following:**

All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes.

9. **Article VI, Section 2 shall be amended to add the following at the end of the paragraph:**

A thirty-day grace period will be allowed before late fees are assessed.

10. **Article VII, Section 3 shall be added to the Declaration as follows:**

Article VII, Section 3: If any party or any party of the party's heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for the Association to impose fines of \$10.00 for first offenses, \$20.00 for second offenses, and \$30.00 for continued offenses. The construction of a fence or any improvement upon the lot will incur a fine of \$100.00. Failure by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

Any capitalized terms not defined herein shall have the meaning set out in the Declaration.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its properly authorized officer on the day and year first above written. By their signature below, the undersigned officer of the Association certifies that the amendments to the Declaration contained herein were all duly voted on and passed in accordance with the provisions of the Declaration and By-Laws of the Association.

SIGNED SEALED AND DELIVERED  
in the presence of:

WITNESSES:

DEVELOPER:

Donald W. Williams  
Witness #1  
Laura Ritchett  
Witness #2

Westview Property Owners' Association, Inc.  
[Signature]  
Print Name: Regina Whitted  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Greenville )

ACKNOWLEDGMENT

I, Suzanne Neal, a Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for **Westview Property Owners' Association, Inc.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this  
24 day of February, 2006.

Suzanne Neal (SEAL)  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
June 8, 2010

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
2006017610 Book:DE 2191 Page:599-601  
February 24, 2006 12:36:18

Timothy J. Conway

# BY-LAWS OF WESTVIEW PROPERTY OWNERS' ASSOCIATION, INC.

## ARTICLE I NAME AND LOCATION

The name of the corporation is Westview Property Owners' Association, Inc. The Principal office of the Corporation shall be located within Westview Subdivision, but meeting of members and directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors, and has been incorporated with the Secretary of State of South Carolina. Westview Property Owners' Association, Inc. shall not be operated for pecuniary gain or profit and shall have no capital stock. No director or committee member shall receive compensation for any services rendered to Westview Property Owners' Association, Inc.

## ARTICLE II PURPOSE AND DEFINITIONS

Section 1. "Overall Purpose". Westview Property Owners' Association, Inc. was organized, and the restrictions and protective covenants, to benefit the owners of the lots situate in said subdivision by protecting the value and desirability of Westview Subdivision.

Section 2. "Westview Services". Westview Property Owners' Association, Inc. is organized to perform such of the following services as the Board of Directors and/or members deem appropriate.

- (a) Fix the rate of annual and special assessments;
- (b) Collect and enforce the collection of said assessments;
- (c) Pay necessary expenses;
- (d) Borrow money as authorized by vote of the membership;
- (e) Pay expenses incident to the enforcement of the covenants;
- (f) Perform such other functions as may be necessary for the benefit of the members.

Section 3. "Association" shall mean and refer to Westview Property Owners' Association, Inc., (WPOA) its successor and assigns.

Section 4. "Member" refers to the record owners of lots in the subdivision as set forth in the Article of Incorporation. For voting purposes, each member is entitled to one vote regardless of how many individuals reside in the household or are named on the ownership records.

## ARTICLE III MEETING OF MEMBERS

Section 1. "Annual Meeting". The annual members' meeting shall be held at such location as the notice shall indicated on the second Tuesday of November of each year at 7:00 o'clock p.m., for the purpose of electing directors and of transaction any other business



authorized to be transacted by the members, provided, however, that if the day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

Section 2. "Special Meetings". Special members meetings shall be held whenever and wherever called by the President or by a majority of the members of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from twenty (20%) percent of the entire membership.

Section 3. "Notice". Written notice of each annual or special meeting of the Association shall be given by, or at the direction, of the secretary or other person authorized to call the meeting to all lot owners. A copy of such notice shall be mailed at least fifteen (15) days, but not more than thirty (30) days before such a meeting, to the address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in case of a special meeting, the purpose of the meeting. Notice of the meeting may be waived in writing before, during or after meetings.

Section 3. "Vote Required To Transact Business". A vote by the majority of the property owners present or represented by written proxy at the meeting shall bind all members, present or not. In order for the Association to be bound on an indebtedness, a vote of fifty-one (51%) percent of the members of the Association must be had, and no proxies may be used for this specific vote.

Section 4. "Voting". In any meeting of the Association each lot shall be entitled to one vote, which vote shall be cast by the record owner or his/her duly authorized proxy, except as set forth in Section 3. hereof.

Section 5. "Order of Business". The order of business at all meetings shall be as follows in accordance with Robert's Rules of Order:

- Election of Chairperson of the Meeting (First meeting only)
- Certifying Proxies
- Proof of Notice of Meeting or Waiver of Notice
- Minutes of Last Meeting
- Approval of Minutes
- Treasurer's Report
- Officer/Committee Reports
- Old Business
- New Business
- Adjournment

Section 6. "Quorum". The presence at a meeting, in person or by proxy, of thirty-five (35%) percent of members in good standing entitled to cast votes, shall constitute a quorum for authorization of any action, except as may be otherwise provided in the Articles of Incorporation or by these by-laws. If a quorum is not present at any meeting, a subsequent meeting may be called, subject to the same notice requirement, at which time no quorum is required. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. "Proxies". At all meetings of the Association, except as otherwise provided for in the Articles of Incorporation or by these by-laws, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically become null and void after the purpose for which the proxy was issued.

ARTICLE IV  
BOARD OF DIRECTORS  
ELECTION, TERM OF OFFICE AND REMOVAL

Section 1. "Number". The affairs of the Association shall be administered by a Board of Directors consisting of three (3) to five (5) members, including officers.

Section 2. "Election and Term of Office". At the annual meeting, members shall be elected to the Board of Directors for a term of two (2) years. The election of directors shall be conducted at the annual Association meeting. Nomination for directorships and directors shall be made from the floor. The election shall be by secret ballot. Each director shall be elected by a plurality of the votes cast, each person voting being entitled to cast one vote for each vacancy to be filled. An immediate past Board of Director may not be placed in nomination for one (1) year after the expiration of his/her term.

Section 3. "Vacancies". The Board of Directors is authorized to fill vacancies for the remainder of the unexpired term. Directors so appointed who serve twelve (12) months or less will have the opportunity to be placed in nomination for Board positions upon expiration of the appointed term.

Section 4. "Removal". Any director may be removed from the Board of Directors by a majority vote of the members of the Association at any regular or special meeting of the Association called for that purpose.

ARTICLE V  
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. "Regular Meetings". Regular meetings of the Board of Directors shall be held in the second week of each month at such time and place as may be fixed from time to time by resolution of the Board. Any member in good standing may attend such meeting, provided five (5) days written notice of such appearance is given to the Board.

Section 2. "Special Meetings". Special meetings of the Board of Directors shall be held when called by the president of the association, or by any two (2) directors, with not less than three (3) days notice to each director.

Section 3. "Quorum". A majority of the directors shall constitute a quorum for the transaction of business. Every act performed at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VI  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. "Powers". Except as otherwise provided in the Restrictive Covenants, the Articles of Incorporation, and these by-laws, all of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under law and statutes, and the Restrictive Covenants, as now or hereafter amended. Such powers and duties shall be exercised in accordance with the provisions of the Restrictive Covenants, the Articles of Incorporation and these by-laws, which governs the use of the Subdivision property and shall include, but shall not be limited to the following, to-wit:

(a) To make and collect assessments against the members to defray the costs of the subdivision;

(b) To use the proceeds from assessments in exercise of its powers and duties;

(c) To use the proceeds from assessments for the normal, common, recurring maintenance, repair, replacement and operation of the Subdivision property, including, but not limited to, common areas, entrances, and detention area storm water facilities;

Should uncommon, non-budgeted maintenance or repair needs arise that are to exceed \$2,500.00 in costs to the Association, then a meeting shall be called by the Board of Directors, so that attending members of the Association may vote approval for the following, to-wit:

(d) The reconstruction of improvements after casualty and the further improvement of the property;

(e) To make and amend Rules and Regulations respecting the use of the property, subject to the provision of the Articles of Incorporation, the Restrictive Covenants and these by-laws;

(f) To enforce by legal means the provision of the Restrictive Covenants, the Articles of Incorporation and these by-laws of the Association, and any Rules and Regulations for the use of the property hereafter adopted;

(g) To designate any employ personnel for reasonable compensation necessary for the administration and management of the Association and maintenance of the property and to dismiss same provided any such contract for the management and performance of services is timed so that it terminates at the next annual meeting of the Association;

(h) To carry insurance for the protection of the lot owners and the members of the Association and Board of Directors against casualty and liabilities in carrying out the duties of their elected office.

ARTICLE VII  
OFFICERS AND THEIR DUTIES

Section 1. "Officers". The officers of the Association shall be a president, vice-

president, secretary and treasurer, and other such officers as the Board of Directors may create from time to time by resolution.

Section 2. "Election of Officers". The Board of Directors shall, at its first meeting, following the annual election, preside over by the outgoing, non-voting president (until a new president is elected) elect a president, vice-president, secretary and treasurer. Each member of the Board of Directors is eligible for any officer position. A person wishing to run for office will give written notice to fellow Board members at least five (5) days prior to the December meeting. Voting shall be by secret ballot and a simple majority wins the election.

Section 3. "Term". the officers of the Association shall be elected annually by the Board of Directors. Each officer shall hold office for a term of one (1) year unless the officer shall resign sooner, is removed, or otherwise disqualified to serve. Officers may be elected to succeed themselves.

Section 4. "Resignation and Removal". Any officer may be removed from office by majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make same effective.

Section 5. "Vacancies". A vacancy in any office may be filled by appointment by the Board of Directors. The appointed officer shall be a current member of the Board of Directors, and shall serve the unexpired term of the office replaced.

Section 6. "Duties". The duties of the Officers of the Association are as follows:

(a) President: the president shall be the chief executive of the Association, shall preside at the meetings of the Association, and of the Board of Directors, and shall be an ex-officio member of all committees. The president shall see that all orders and resolution of the Board of Directors are carried out and shall sign all leases, mortgages, deeds, and other instruments;

(b) Vice-President: The vice-president shall act in the absence or disability of the president and discharge and exercise such other duties as may be required by the Board of Directors;

(c) Secretary: the secretary shall record the votes and keep minutes of all meetings and proceedings of the Board of Directors and the Association; keep the corporate seal of the Association, and affix it to all papers so requiring; and serve notice of meetings to the members of the Association;

(d) Treasurer: The treasurer shall receive and deposit into appropriate bank account(s) all funds of the Association, and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the association; and keep proper books of the accounts. Accounts shall be annually audited by three(3) persons appointed by the Board of Directors. The treasurer shall prepare an annual budget and statement of income and expenditures, a copy of such documents shall be available to each member, and a report shall be given at the regular annual meeting of the Association. He or she should also keep records of

the members in good standing, together with their addresses.

## ARTICLE VIII ANNUAL AND SPECIAL ASSESSMENTS

Section 1. "Annual Assessment". Assessment against the lot owners shall be made on or before December 10th of the year proceeding for which assessments are made. Such assessment shall be due on or before February 1st of each year. Should a member fail to pay the annual assessment timely a ten (10%) percent late fee will be assessed against the member, and said member shall have no voting rights in the Association until the delinquent assessment is paid in full, together with any late charges, court costs, recording costs and/or legal fees.

Section 2. "Special Assessments". Assessment for common expenses to defray the costs of emergencies that cannot be paid from the annual assessments for common expenses can be made only after notice of the need therefor to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than fifty-one (51%) percent of the vote of the record lot owners.

## ARTICLE IX COMMITTEES

Section 1. "Committees". The Board of Directors shall appoint a chairperson to serve a one (1) year term from January through December of each year to the following standing committees:

- (a) Architectural Committee.
- (b) Property Beautification.
- (c) Safety.
- (d) Finance.

Section 2. Each committee shall consist of active members in good standing at least one (1) of which must be a member of the Board of Directors. Committee reports will be made at the annual Association meeting.

Section 3. The Board of Directors can replace a committee chairperson. The Board of Directors may appoint such other committees and sub-committees as may be necessary.

Section 4. "Architectural Committee". The Architectural Committee shall consist of three (3) members, and shall be governed by the applicable provisions set forth in the Restrictive Covenants.

Section 5. "Property Beautification Committee". The Beautification Committee shall consist of one (1) to three (3) members, and shall encourage and support property owners in maintaining and improving the appearance and value of individual properties. Said committee is

responsible for the maintenance and beautification of the common areas in the Subdivision.

Section 6. "Safety Committee". The Safety Committee will consist of as many representatives as are need to assure Westview Subdivision is a safe place to live. The committee has the responsibility of organizing the homeowners into neighborhood groups and educating them to notice any suspicious person or persons or action, and report to their chairperson or the local police.

Section 7. "Finance Committee". The Finance Committee shall consist of three (3) members and shall audit the books and financial statement of the Association at the end of the fiscal year and submit a report within a reasonable period of time thereafter. In addition to an opinion on the accuracy of the books and statement, the report may contain any comments and recommendations the committee may have relative to the financial condition of the Association. Interim audits of the Association's books would be performed by the Finance Committee if requested by the Board of Directors. The treasurer cannot be a member of the Finance Committee.

Section 7. "Minutes". All committees shall keep regular minutes of their meetings.

#### ARTICLE X BOOKS AND RECORDS

The books, records and official papers and documents of the Association shall be subject to inspection by any member upon fifteen (15) days prior written notice. The Articles of Incorporation and by-laws of the Association shall be available for inspection by any member of the Association at the principal office of the Association, where copies shall be made for sale at a reasonable price.

#### ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular from having within its circumference the words: WESTVIEW PROPERTY OWNERS ASSOCIATION, INC.

#### ARTICLE XII AMENDMENTS

Section 1. "Method". These by-laws may be reviewed annually for appropriateness, and any part of them may be altered, amended, or repealed, and new ones adopted by a majority vote of the members in good standing of the Association present at the annual meeting of the members of the Association, or any special meeting of the members of the Association called for that purpose, and at which there is a quorum present.

Section 2. "Effective Dates". An amendment adopted as se forth above shall become effective only after being recorded in the minutes by the secretary.

Section 3. "Restrictions on Amendments". No amendment shall make any changes in the qualifications for membership nor in the voting rights or assessment

responsibilities of the members.

### ARTICLE XIII RULES AND REGULATIONS

Section 1. "Authority". The Board of Directors may in its discretion, and shall at the direction of the members of the Association holding two-thirds (2/3) of the total votes of the Association, adopt or amend reasonable rules and regulations concerning details of operation and use of the Association's property, including maintenance, conservation and beautification of the Association's property and for the health, comfort, safety and general welfare of the owners and occupants of Westview.

Section 2. "Notice". Written notice of the adoption or amendments of such rules and regulations and a copy thereof shall be furnished to each member of the Association prior to their effective date and a copy of current rules and regulations applicable to the subdivision shall be maintained at all times in the records of the Association.

### ARTICLE XIV NON-PROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of its members, directors, officers, or other persons except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the exempt purpose of the Association.

### ARTICLE XV INDEMNIFICATION

The Association shall indemnify a member(s) made a party to a proceeding because he/she is or was a director, or officer of the Association against liability incurred in the proceeding if:

(a) He/She conducted himself/herself in good faith;

(b) He/She reasonably believed:

(I) In a case of conduct in his/her official capacity for the Association, that his/her conduct was in its best interest;

(II) In all other cases that his/her conduct was at least not opposed to the Association's best interest;

(c) In the case of any criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful. The Association shall indemnify directors, officers, employees or agents of the Association for monetary damages for any breach of fiduciary duty in their capacity except that no indemnification shall be made to or on behalf of any director or officer, if a judgment or other final adjudication adverse to the director, officer, employee or

agent established his/her liability;

(I) For any breach of duty of loyalty to the Association or its members;

(II) For any act or omission not in good faith or which involves intentional misconduct or knowingly violating the law, or

(III) Any unlawful distribution under South Carolina Nonprofit Corporation Act as now in effect or hereafter amended. Such indemnification may be entitled, under any by-law, agreement, vote of members of the Association, statute or otherwise.

#### ARTICLE XV CONFLICTS

In the case of conflict between the Articles of Incorporation and these by-laws, the Articles of Incorporation control.

#### ARTICLE XVI DISSOLUTION

Section 1. "Method of Dissolution" The motion to dissolve the Westview Property Owners' Association, Inc. shall be made at an annual or special meeting of the member of Westview Property Owners' Association, Inc. It shall include a statement on the distribution of assets, in conformity with Section 2 below. The motion shall include the statement that the dissolution motion shall be voted on at a special meeting to be called within not less than four (4) weeks nor more than eight (8) weeks after the first meeting which approved the first dissolution motion. Approval of the second motion to dissolve requires a two-thirds (2/3) vote of all eligible votes of members in good standing voting in person or by proxy, with a quorum present in accordance with Article III, Section 6 of these by-laws, and assent to the dissolution must be given by not less than two-thirds (2/3) of all lot owners by signing a copy of the dissolution motion.

Section 2. "Distribution of Assets". Upon dissolution of Westview Property Owners' Association, Inc., other than incident to merger or consolidation, the assets of Westview Property Owners' Association shall be dedicated to the appropriate public agency to be used for the purposes similar to those for which Westview Property Owners' Association, Inc. was created.