

BY-LAWS
OF
FORTY LOVE POINT ASSOCIATION, INC., A NON-PROFIT CORPORATION
EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA
PROVIDING FOR THE ADMINISTRATION OF THE COMMON AREAS
OF FORTY LOVE POINT SUBDIVISION.

ARTICLE I.

NAME AND LOCATION: The name of the corporation is FORTY LOVE POINT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION." The principle office of the corporation shall be located at 1217 Anthony Avenue, Columbia, South Carolina 29201, but meetings 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.

ARTICLE II.

DEFINITIONS:

Section 1. "Association" shall mean and refer to Forty Love Point Association, Inc., its successors and assigns.

Section 2. "Owner" for the purposes of the Association shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to Lots Nine (9) through Fifty-three (53), Block "A", Lots Seven (7) through Twenty (20) Block "B" and Lots One (1) through Four (4), Block "C", as shown on plats referred to in Appendix "A", and also includes additional lots to be developed on property now of formerly of SWB, INC.

Section 3. "Common Area" shall mean all real property, including improvements thereon, owned by the Association for the common use and enjoyment of the owners. See Appendix "B" attached for a more accurate description.

Section 4. "Lot" shall mean and refer to any plot or lots of land referred to in Appendix "A" upon which a residence has been or may be constructed.

Section 5. "Declarant" shall mean and refer to S. W. B., Incorporated or any person or entity succeeding to the title of the Declarant to any portion of the properties by sale or assignment of all interest of the Declarant in the property, if the instrumenty or assignment expressly so provides. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by the Declaration of Covenants, Conditions and Restrictions of Forty Love Point dated May 19, 1986, and any amendments thereto, the Charter or By-Laws of the Association.

Section 6. "Members" shall mean and refer to those persons or intities entitled to membership as provided in the Declaration of Covenants, Conditions and Restrictions of Forty Love Point dated

May 19, 1986 and any amendments thereto.

Section 7. "Declaration of Covenants, Conditions and Restrictions" shall mean and refer to Declaration of Covenants, Conditions and Restrictions imposed by S.W.B., Incorporated by instrument dated May 19, 1986 and recorded in the office of the RMC for Richland County in Deed Book D 794 at page 58 and amended by amendment dated _____ and recorded in the Office of the RMC for Richland County in Deed Book _____ at page _____.

ARTICLE III.

Property Rights:

Section 1. Owner's easement of enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject, however, to the following provisions:

A. The right of the Association to terminate, publish and enforce rules and regulations regarding the use of the common area.

B. The right of the Association to suspend the voting rights and right to use the facilities by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty days for any infraction of its published rules and regulations.

C. 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 agreed upon by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by three-fourths (3/4) of the members agreeing to such dedication or transfer.

D. The right of the Association, with the consent of three-fourths (3/4) of its members, to mortgage, pledge, deed interest or hypothecate any or all of the real or personal property of the Association 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.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the common area and facilities to members of his family, his tenant or contract purchasers, provided, however, that each such delegee shall reside on the lot of such owner. Prior to construction of a structure on any lot, the owner of that lot may use and enjoy the common area and facilities and delegate his right and use and enjoyment to others subject to any rules and regulations of the Association.

ARTICLE IV.

Membership and Voting Rights.

Section 1. Every owner of a lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to an assessment.

Section 2. The rights of membership are subject to payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner and becomes a lien upon the lot against which such assessments are made as provided by Article IV, Section 1, of the Declaration of Covenants, Conditions and Restrictions, and reference is craved to Article IV of the Declaration of Covenants, Conditions and Restrictions.

Section 3. The membership rights of any person whose interest in the property is subject to assessment under this Article IV, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Directors during the period in which the assessments remain unpaid, but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common elements and the personal conduct of any person thereof as provided in Article VII, Section 1. of the By-Laws, they may in their discretion suspend the rights of any such person for violation of such rules and regulations for a period not to exceed sixty days.

Section 4. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine that in no event more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant, its successors and assigns, and shall be entitled to two votes for each lot owned. The Class B membership ceases and is converted to Class A membership on the happening of either of the following events, whichever occurs first: (a) when the Declarant executes and records an instrument for conveying its ownership in any lot to another owner; (b) on December 31, 1991.

ARTICLE V.

Meeting of Members.

Section 1. Annual Meetings. The annual meeting of the members shall be held on the first Tuesday in February at 7:00 P.M. If the date of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth of all votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent of the vote shall constitute a quorum for any action except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until the quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be made in writing and filed with the Secretary. Every proxy shall be revokable, and shall automatically cease upon conveyance by the member of his lot.

Section 6. Order of Business. The order of business at meetings of the owners of lots shall be as follows: (a) roll call; (b) proof - notice of meeting or waiver of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) old business; (g) new business.

Section 7. Voting. Each lot shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members unless the Board of Directors determines otherwise. The vote for such lot shall be exercised as they among themselves determine that in no event shall more than one vote be cast with respect to any lot.

Section 8. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification in writing setting forth the action so taken or to be taken, shall be signed by the persons who would be entitled to cast fifty-one percent of the votes of the membership of the Association at a meeting (provided, that if the subject matter of such action would require a higher percentage vote if dealt with at a meeting as may be specifically required by the action or Declaration of Covenants, Conditions and Restrictions, then the same higher percentage shall be required for such specific action, and such consent is filed with the Secretary of the Association and is inserted in the Minute Book thereof).

ARTICLE VI.

Board of Directors.

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors who need to be members of the Association. Of these directors, at least four (4) must be homeowners.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, and four directors for a term of two years, and at each annual meeting thereafter the members shall elect three or more directors to fill all vacancies for a term of two years.

Section 3. (Removal.) Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as approved by the Board of Directors.

Section 5. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 6. Election. Election to the Board of Directors shall be by ballot. At such election the members or their proxies may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, Conditions and Restrictions. All voting shall be on a vacancy by vacancy basis. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 7. Regular Meetings. Regular meetings of the

Board of Directors shall be held at such time and place as shall be determined from time to time by the majority of the directors.

Section 8. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than three days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of meeting.

Section 10. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to giving of notice.

Section 11. Quorum. A quorum at directors' meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of those present at the meeting by which a quorum is present shall constitute the act of the Board of Directors except where approval by a greater number of directors is required by the Charter of the Association, or by these By-Laws.

Section 12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a majority of the directors then in office consent to such action in writing, and written consent or consents are filed with the Minutes of the preceding meeting of the Board.

Section 13. Presiding Officer. The presiding officer at the directors' meeting shall be the President. In the absence of the President, the Vice President shall preside. In the absence of such presiding officers, the directors present may designate one of their members to preside.

ARTICLE VII

Powers and Duties of the Board of Directors.

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and rights to use the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Associa-

tion. Such rights shall be suspended after notice and hearing for a period not to exceed sixty days from infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independant contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meecing of the members or at any special meeting where such statement is requested in writing by one-fourth of the members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) To procure and maintain adequate liability and hazard insurance on the property owned by the Association.

(d) Cause the common elements to be maintained.

ARTICLE VIII

Officers and Their Duties.

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

Section 2. Election of Officers. The officers shall be elected at the annual meeting of the Board of Directors and shall serve for a term of one year.

Section 3. Duties. The duties of the officers are as follows:

President:

The President shall preside at all meetings of the Board of Directors; shall see to the order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall sign checks in the absence of the Treasurer.

Vice President:

The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board of Directors.

Secretary:

The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses.

Treasurer:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors, and shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each member.

ARTICLE IX.

Committees.

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE X.

Books and Records.

The books and records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration of Conditions, Covenants and Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI.

Covenants for Maintenance Assessments.

Section 1. As provided more fully in the Declaration, each member is obligated to pay to the Association annual and "special"

assessments which are secured by continuing lien upon the property. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fourteen (14%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees for such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the common elements or abandonment of his lot.

Section 2. Purpose of Assessment. Assessments levied by the Association shall be used exclusively for the recreation, health, safety and welfare of the owners and the property shown in Appendix "A", and for the improvement and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1, 1989, the maximum annual assessment shall be One Hundred (\$100.00) Dollars per lot.

(a) From and after January 1, 1989, the maximum annual assessment may be increased each year by not more than ten (10%) percent above the maximum assessment for the previous year without vote of the membership.

(b) From and after January 1, 1989, the maximum annual assessment may be increased above ten percent by vote of three-fourths of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

ARTICLE XII.

Maintenance.

Section 1. The Association shall be responsible for the maintenance of the common area and all improvements situate thereon, including any ramps, walkways, street lights, buildings, signs, structures, and shrubbery around the said common area.

Section 2. No person shall undertake, cause or allow any alteration or construction in or upon any portion of the common area or the facilities therein except upon the discretion of and the express consent of the Association.

Section 3. Plants and trees now or hereafter located in the common area shall be maintained by the Association and may not be removed except with the permission of the Board of Directors.

No additional trees or shrubs may be planted upon the common area without the written approval of the Board of Directors.

Section 4. No offensive or obnoxious activity shall be carried on upon the Common Area nor shall anything be done which may be or may become a nuisance or annoyance to occupants or property owners within Forty Love Point.

ARTICLE XIII.

Corporate Seal.

The Association shall have a seal in circular form having within its circumference the words "Forty Love Point Association, Inc."

ARTICLE XIV.

Amendments.

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of the quorum of members present in person or by proxy.

Section 2. In case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE XV.

Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Forty Love Point Association, Inc., have hereunto set our hands and seals this _____ day of _____, 1988.

