

SPRINGHURST HOMEOWNERS ASSOCIATION

BYLAWS

	PAGE
Article 1: Offices	2
Article II: Organization	2
Article III: Purposes	2
Article IV: Finances	2
Article V: Membership	3
Article VI: Board Of Directors	4
Article VII: Officers	5
Article VIII: Contracts, Loans, Checks And Deposits	6
Article IX: Miscellaneous	7

COVENANTS & RESTRICTIONS

	PAGE
<u>Introduction</u>	9
<u>Restrictions</u>	9
1. Building Type.	9
2. Easements.	9
3. Setbacks.	9
4. Temporary Structures.	10
5. Animals.	10
6. Nuisances.	10
7. Signs.	10
8. Recreational Vehicles.	10
9. Automobiles.	10
10. Enforcement.	10
11. Maintenance Required by Owner	10
12. Entrance Maintenance	10
13. Term	11
14. Waiver of Violation	11
15. Severability	11

ARTICLE 1: OFFICES

The name of the corporation is SPRINGHURST HOMEOWNERS' ASSOCIATION the "Corporation"). The principal office of the Corporation shall be located at the residence of the President in the County of Richland, State of South Carolina.

The registered office of the Corporation required by the South Carolina Business Corporation Act of 1988 to be maintained in the State of South Carolina may be, but need not be, identical with the principal office of the Corporation, and the address of the registered office may be changed from time to time by the Corporation.

ARTICLE II: ORGANIZATION

The Corporation shall be a non-profit organization, incorporated under the South Carolina Non-Profit Corporation Act, Article I, Chapter 31, Title 33 of the South Carolina Code. The Corporation shall be an independent and autonomous organization. Its period of duration shall be perpetual unless terminated in accordance with Article XIV, infra.

ARTICLE III: PURPOSES

The purposes for which the Corporation is established and shall operate are to promote the common interests of the Members (as hereinafter defined), including, but not limited to, maintenance of the common area within that certain property known as Lots 1-63 of Springhurst Subdivision as shown on that certain plat entitled "Springhurst Subdivision Richland Country S.C. Proper of: Pine Springs, Inc." dated August 23, 1986 and last revised March 6, 1990 and recorded in Plat Book 52 at Page 9 633, Richland County RMC Office (the Subdivision"), membership activities and community involvement. The Corporation shall run on a non-profit basis, with fees and assessments to be made payable to the Corporation by the Members to cover expenses, including but not limited to, maintenance of and improvements to the common areas of the Subdivision and operation of the Corporation.

ARTICLE IV: FINANCES

(a) The Corporation shall raise funds by collection and receipt of annual fees and assessments from the Members. All funds collected and received by the Corporation, together with the income there from, shall be held, retained, managed, administered, used and applied by the Corporation at the direction of the Board of Directors in accordance with the purposes described in Article II of these Bylaws and the Corporation Articles of Incorporation and as provided in Article V.

(b) The annual assessment per dwelling shall be recommended by the Board of Directors and approved by the members during the annual meeting. The assessment shall be due and payable, (9) in full by January 15 or (2) in two equal installments on January 15 and July 15 of each calendar year.

© Any member who defaults in payment of any assessment, and does not cure such default within ten (10) days of receipt of notice of such default shall (1) be assessed a \$2.50 late fee for each delinquent semi-annual assessment, (2) be disqualified from voting or holding any office, including director, of the Corporation so long as such default exists, and (3) be subject to all

other remedies available against such members. The Board of Directors may grant a waiver for part or all of the yearly assessment due to personal hardship by a member.

(d) Revenues received by the Corporation shall be held in an account or accounts in the name of the Corporation in such location(s) as may be designated by the Board of Directors. or the Chairman of the Board. The Corporation shall hold, manage, invest and reinvest its funds in accordance with the investment policies of the Corporation and shall collect and receive the income there from. After deducting all necessary expenses incident to the operation and administration of the Corporation, such funds shall be utilized in accordance with the purposes set forth in these bylaws and the Corporation's Articles of Incorporation. The Board of Directors may establish a committee within itself for the purpose of supervising and managing investments. All such revenues received and held by the Corporation shall be distributed to such persons and in such amounts as the Board of Directors of the Corporation shall deem appropriate, in keeping with the purposes of the Corporation.

(e) The Corporation shall be the sole entity or person responsible for the application and use of its assets, including payment of its expenses in accordance with such operating guidelines as may be established by the Board of Directors; and it shall operate as an independent and autonomous entity for the purpose of meeting its financial obligations.

ARTICLE V: MEMBERSHIP

Section 1. **Members.** The members of the Corporation shall consist solely of owners of a dwelling (The "Dwellings") in the Subdivision ("The Members"). Each Member shall be entitled to one (1) vote for each Dwelling owned within the subdivision. Any and all vacant lots remaining within the Subdivision as of the date hereof shall become part of the Association and shall be assess dues at such time as a Dwelling is build and occupied.

Section 2. **Annual Meeting.** The Annual Meeting of the Members shall be held on a day in the month of October as designated by the Board.

Section 3. **Special Meetings.** Special meetings of the Members for any purpose of purposes, unless otherwise prescribed by the statute, may be called by the Chairman of the Board of Directors, or by a majority of the Board of Directors, and shall be called by the Chairman of the Board.

Section 4. **Place of Meeting.** The Board of Directors may designate any place within the County of Richland as the Place of meeting or for any special meeting.

Section 5. **Notice of Meeting.** Except as otherwise provided by law, notice of the date, time and place of each annual and special meeting shall be given no fewer than 10 nor more than 30 days before the date of the meeting. Except as otherwise provided by law, such notice shall be given in writing unless oral notice is reasonable under the circumstance. Notice may be communicated in person, by telephone or be first class prepaid mail or any other lawful mean, by or at the direction of the Chairman of the Board, or the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote as such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat. In the case of a special meeting, the notice of meeting shall state the purpose of purposes for which the meeting is called.

Section 6. **Membership List.** At least 20 days before the annual meeting, a complete list of the members entitled to vote at said meeting, with the resident address of each, shall be prepared by the Secretary. Such list shall be available for inspection by any Member at the Corporation's principal office for the period of time prior to the meeting, shall be kept and produced at the time and place of the annual meeting during the whole time thereof, and shall be subject to the inspection of any Member present at such meeting.

Section 7. **Quorum.** One third of the members shall constitute a quorum for the conduct of all business except for the approval of annual dues assessments and special assessment. Any change in the previously approved annual dues or any special assessment required a quorum of fifty-one percent of the members.

Section 8. **Proxies.** A member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him, including giving waivers and consents, by signing an appointment form, either in person or by his attorney in fact. An appointment of a proxy shall be effective when received by the Secretary of the Corporation or other officer or agent authorized to tabulate votes.

Section 9. **Voting by Members.** Except as otherwise provided by law or the Corporation's Articles of Incorporation, each member of the Corporation shall be entitled to one vote upon each matter submitted to a vote of Members. Votes may be cast in person by attendance at annual and special meetings, or by proxy or written ballot returned by published deadlines.

ARTICLE VI: BOARD OF DIRECTORS

Section 1. **General Powers.** The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 2. **Number, Tenure and Qualifications.** At the first annual meeting, the Members shall elect no fewer than three and no more than seven directors to serve on the Board of Directors. Each director must be a Member of the Corporation. For the first year, four of the seven Directors shall be elected to serve two-year terms and three of the seven directors shall be elected to serve a one-year term. After the first year, at the annual meeting in October, the Members shall elect no fewer than three and no more than seven directors to serve on the Board. Each director must be a Member of the Corporation. The directors shall be elected to serve a two-year term and until their successors are elected or until their earlier resignation, removal from office, incapacity or death. Each term commences December 1st. The incoming and outgoing board members, at a joint meeting, shall elect the officers.

Section 3. **Regular Meetings.** A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the Annual meeting of the Members. The Board of Directors may provide by resolution, the date, time and place within the County for the holding of additional regular meetings.

Section 4. **Special Meetings.** Special meetings of the Board of Directors may be held at any time and place upon the call of the Chairman of the Board of Directors or of any Director.

Section 5. **Notice.** Notice of the time, date, place and purpose of any special meeting shall be given at least five days prior to such meeting. Such notice shall be given in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, or by first class prepaid mail or by any other lawful means.

Section 6. **Quorum.** A majority of the total number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. **Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in the Section.

The creation of a committee and the appointment of members to it must be approved by the majority of all the Directors in office when the action is taken.

Section 8. **Vacancy and Removal.** If the office of one or more directors becomes vacant for whatever reason, a majority of the remaining directors shall choose a successor or successors, who shall hold office for the remainder of the term created by the vacancy.

Section 9. **Informal Action by Directors.** Action required or permitted to be taken at a meeting of the board of Directors may be taken without a meeting if the action is assented to by all members of the Board of Directors.

Section 10. **Compensation.** The Directors shall not receive any salary or compensation for their services.

ARTICLE VII: OFFICERS

Section 1.

(a) **General.** The officers of the Corporation shall be vested with authority to administer and implement duties, responsibilities and directives in conformity with their respective offices in furtherance of the purposes set forth in the Bylaws and the Corporation's Articles of Incorporation.

(b) **Number.** The officers of the Corporation shall be a Chairman of the board of Directors, a Vice Chairman, a Treasurer, a Secretary and such other officers and assistant officers as the board of Directors shall deem necessary or desirable. Any two or more offices may be held by the same person, and an officer may act in more than one capacity where actions of the two or more officers are required.

Section 2. **Appointment of Officers.** The officers of the Corporation shall be appointed as specified in Section 2 of Article VI of these Bylaws.

Section 3. **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the Board of Directors and at all meetings of the Members. He may sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors

has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4. **Vice Chairman**. The Vice Chairman shall familiarize himself with the affairs of the Corporation and shall have such powers and perform such duties as may be prescribed from time to time by the Chairman of the board or the Board of Directors. At the request of the Chairman of the Board, or, in the event of the absence or disability of the Chairman of the Board, at the request of the Board of Directors, the Vice Chairman may act temporarily in the place of the Chairman of the Board and when so acting shall possess all the powers of and perform all the duties of that officer.

Section 5. **Secretary**. The Secretary shall: (a) keep the minutes of the Members' and of the Board of Directors' meetings in one or more books provided for that purpose. (b) See that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the residential address of each Member which shall be furnished to the Secretary by such Member; (e) authenticate records of the Corporation when such authentication is required; and (f) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the Chairman of the Board or the Board of Directors.

Section 6. **Treasurer**. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provision of Article VIII of these Bylaws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman of the Board and the Board of Directors.

Section 7. **Other Officers and Agents**. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

ARTICLE VIII: CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. **Contracts**. The Board of Directors may authorized any officer or officers or agent or agents to enter into any contract or execute and deliver any instruments in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. **Loans**. Except for loans, which are incurred in the ordinary course of business, no loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. **Checks and Drafts**. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by

such officer or officers or agents of the Corporation and in such manner as shall from time to time be determined by the Chairman of the Board or by resolution of the Board of Directors.

Section 4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors or the Chairman of the Board may select.

ARTICLE IX: MISCELLANEOUS

Section 1. **Authority.** The Corporation shall to the fullest extent permitted by the South Carolina Business Corporation Act of 1988, indemnify all persons whom it may indemnify pursuant thereto so long as such persons have conducted themselves in good faith and reasonably believed their conduct not to be opposed to the Corporation's best interests.

Section 2. **Amendments.** These Bylaws may be amended or repealed and new bylaws may be adopted by the Members.

Any notice of a meeting of Members at which these Bylaws are to be amended or repealed or new Bylaws adopted shall include notice of such proposed action.

Section 3. **Regulation.** The regulation of the business and conduct of the affairs of the Corporation shall conform to federal and state income tax laws and any other applicable federal and state law, and such regulation shall be determined by these Bylaws, as they may be amended from time to time. In the interpretation of these Bylaws, wherever reference is made to the United State Code (U.S.C.), the Internal Revenue Code, the South Carolina Code, statute or section thereof, and the regulations thereunder, as the case may be, as heretofore or hereafter amended or as supplemented or as superseded by laws covering equivalent subject matter.

Section 4. **Seal.** The Corporation may have a corporate seal as determined by the Board of Directors, including an inscription thereon of the name of the Corporation, the years of its incorporation, and the name of South Carolina pursuant to the laws of which the Corporation was organized.

Section 5. **Dissolution.** The Corporation may be dissolved and its business and affairs terminated upon a vote of a two-thirds majority of its Members at a meeting of which published notice or written notice mailed to each member shall be given. Such notice shall state the purpose of the proposed meeting. A Certificate stating such facts shall be filed with the Secretary of State.

Upon dissolution of the Corporation and after all its debts and expenses have been paid, all its assets which may be legal so distributed in conformity with the Corporations Articles of Incorporation.

Section 6. **Fiscal Year.** The fiscal year of the Corporation shall end on December 31 of each calendar year unless otherwise determined by the Board of Directors.

Section 7. **Waiver of Notice.** Except as otherwise provided by law, whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of the South Carolina Code, or under the provisions of the Articles of Incorporation or Bylaws of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice,

whether before or after the time staged therein, and delivered to the Corporation for the inclusion or filing with the minutes or corporate records, shall be equivalent to the giving of such notice.

Section 8. **Gender, Number.** Whenever used herein any gender shall include the others, the singular shall include the plural and the plural shall still include the singular, whenever appropriate.

February 12, 2004

(includes revisions from 1998, 1999 and 2000 of the original 1995 Bylaws)

Covenants & Restrictions

Introduction

Covenants are essentially a set of rules that are legally binding and are filed with the county on each lot. Their purpose is to protect each lot owner's property value by ensuring that all lot owners abide by certain standards. Due to a change in developers, Springhurst has several sets of covenants that are *nearly identical* that were filed for "groups" of lots. If a problem arises, a lot owner should obtain a copy of the covenants that were filed on his individual lot. The Homeowners Association has copies available for almost every lot. The following are the restrictions that were filed on the majority of lots, and have been adopted as the standard for Springhurst Homeowner's Association, effective June 1, 1995.

Restrictions

1. *Building Type.* No structure shall be erected or placed on any lot shown on the above referenced plat of Springhurst other than one single family dwelling and attached or detached garage or carport of similar design. No use shall be made of the property, or any other property or privilege appurtenant thereto, other than for private, residential purposes of a single family. No buildings, mailbox, fence or other structure of any kind shall be begun, erected or placed on said lot until the building plans, specifications, design and plot plan showing the location of such building, mailbox, fence or other structure on the lot in question have been first approved by Pine Springs, Inc. Fencing walls, retaining wall, and coping shall not be erected nearer the front property line than the front of the house. No fencing may be erected which is constructed of wire, chain or other metallic materials. Whether approved or not, any fencing erected on easements shall be subordinate to said easement.

2. *Easements.* Easements for the installation and maintenance of utilities and drainage are reserved in the development as set forth on the aforementioned subdivision plat. With 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 or obstruct or retard the flow of drainage channels in the easements. In addition, Pine Springs, Inc., reserves easements of five feet along each side line and ten feet along the front and rear of each lot for utility installation, utility rights of way and maintenance thereof, as well as drainage installation, drainage rights of way and maintenance thereof. Except in cases where a public utility has specifically agreed to maintenance, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. Pine Springs, Inc. reserves the right to create and impose additional easement or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

Pine Springs, Inc. may change the location of streets and the size of unsold lots in the subdivision, provided that no lot may be denied access to the public street and no lot may be reduced in size to a size smaller than that of the smallest lot in the subdivision.

3. *Setbacks.* No structure shall be erected closer to the front property line than twenty-five feet, closer to the side line than ten feet, or closer to the rear property line than twenty-five feet. In the event that there shall be greater set back requirements show on plats on record, the greater back shall control the lessor.

4. *Temporary Structures.* No structure of a temporary character, van, recreational vehicle, trailer, tent, shack, detached garage, barn or other outbuilding shall be used on the said lots as a residence either temporarily or permanently.

5. *Animals.* No hoofed animals or poultry shall be kept on said lots. Domestic pets more than six months old may not exceed three in number on any lot. No continued commercial breeding shall be allowed on any lot. No dogs shall be allowed off any lot not accompanied by its owner.

6. *Nuisances.* No noxious, offensive or illegal acts shall be carried out upon said lots.

7. *Signs.* No sign shall be erected on the said lot or posted on any building except one "For Sale" or "For Rent" or "Sold" sign which shall not exceed two feet by three feet in dimension. No sign shall remain on any lot for an unreasonable amount of time. When there is a newly constructed dwelling upon a lot and there has been no previous sale of the lot with a dwelling thereon, no more than one "For Sale" sign and one Builder's sign may be placed upon the lot.

8. *Recreational Vehicles.* All recreational vehicles, campers, boats and trailers shall be parked or stored in a manner so that they are not located within the minimum building setbacks in Paragraph Three hereof and shall be shielded from view.

9. *Automobiles.* No lot in the subdivision shall be used for the sale or display of any new or used automobiles, nor shall any automobile or vehicle not driven on a regular basis be kept on any lot. This provision shall not apply to vehicles which are kept in an enclosed garage 75% of the time or more. No more than three vehicles which are not garaged may be allowed to remain on and/or in front of any lot except on a temporary basis.

10. *Enforcement.* Enforcement may be had in law or equity by Pine Springs, Inc., or its successors and assigns, or by the owner of any lot in the subdivision. The court shall have the authority to grant attorney's fees and cost to the prevailing parties as in its discretion to do so.

11. *Maintenance required by owner.* Each owner shall keep all lots owned by him, all improvements thereon, in good order and repair, including, but not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees, shrubbery, and the painting (or other external care) of all buildings and other improvements, all in the manner and with which such frequency as is consistent with safety and good property management.

12. *Entrance Maintenance.* It is understood that an easement has been reserved by Pine Springs for the entrance to Springhurst, including the fencing, walls and other improvements thereon. In the event that the owners of the lots choose to form a Homeowner's Association, Pine Springs Inc. shall convey said easement to such association subject to the requirement to properly maintain same. By virtue of the ownership of any lot, the owner (s) of each lot shall be a member of any such association. A majority of members may, at any time, by written instrument, signed by a majority of the members, impose an equal assessment upon the lots in the subdivision for the purpose of maintaining said entrance and paying any taxes imposed thereon.

Said assessment shall be the personal obligation of a lot owner and shall not constitute a lien upon any lot unless reduced to judgment and filed in accordance with South Carolina law. In the event an action is brought against a lot owner who fails to pay an assessment, the prevailing party shall be awarded attorney's fees and cost in the action.

13. *Term.* These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument is signed by a majority of the lot owners of the lots in the subdivision agreeing to change said covenants in whole or in part.

14. *Waiver of Violation.* Pine Springs, Inc., or its successor or assigns, may waive any violation of these restrictive covenants by appropriate written instruments.

15. *Severability.* Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2004 RETYPE OF ORIGINAL; SPELLING CORRECTIONS