

Westbrook HOA By Laws

ARTICLE I

NAME AND LOCATION

The name of the corporation is West Brook Homeowner's Association, Inc., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at, 810 Dutch Square Blvd, #216, Columbia, South Carolina 29210, but meetings of Members and directors may be held at such places within the State of South Carolina, Town of Lexington, County of Lexington, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1

"Association" shall mean and refer to West Brook Homeowner's Association, Inc., its successors and assigns.

Section 2.2

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.3

"Recreational Amenities" shall mean and refer to one (1) swimming pool, one (1) restroom with an open area patio, two (2) tennis courts, one (1) tot lot, one (1) volleyball court as well as other beautification or landscaped areas located in proximity to the aforementioned items and benefitting the foregoing listed amenities that are owned and maintained by the Association. The Recreational Amenities shall be located upon Common Areas and included within the general definition of Common Area.

Section 2.4.

"Right-of-Way Maintenance Areas" shall mean and refer to portions of the entrance monuments, circular landscaped island located on Laurel Gables Drive and other areas within the dedicated streets or roads within the Property for which the Association will assume maintenance and beautification

responsibilities
above and beyond those of the Town of Lexington, South Carolina,
as more
specifically set forth in Section 13.17.

Section 2.5. **“Declarant”** shall
mean and refer to Centex Real Estate Corporation, its successors and
assigns
who are designated as such in writing by Declarant, and who consent
in
writing to assume the duties and obligations of the Declarant with
respect
to the Lots acquired by such successor or assign.

Section 2.6. **“Declaration”** shall
mean and refer to the Declaration of Covenants, Conditions and
Restrictions
for West Brook Subdivision recorded in Deed Book _____,
Page _____ in
the office of the _____, Lexington County, South
Carolina Public
Registry and as amended from time to time.

Section 2.7. **“Flood Plain Area”**
shall mean and refer to that portion of the property designated as a
flood
plain by the Federal Emergency Management Agency as delineated
on a recorded
Plat or Plats of the property.

Section 2.8. **“Lot”** shall
mean and refer to any of the plots of land indicated upon the
recorded
subdivision map of the Property or any part thereof creating single-
family
homesites, with the exception of the Common Areas, Recreational
Amenities
and Flood Plain Areas and areas deeded or dedicated to a
governmental authority
or utility, together with all improvements thereon.

Section 2.9. **“Member”** shall
mean and refer to those persons entitled to membership as provided
in the
Declaration.

Section-2.10. **“Owner”** shall
mean and refer to the record Owner, whether one or more persons or
entities,

of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.1 1.

“Properties”

shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP

Section 3.1.

Membership.

Every owner of a residential Lot in the West Brook Subdivision recorded in Deed Book , Page in the office of , Lexington County, South Carolina Public Registry, and areas annexed thereto pursuant to the recorded declaration of Covenants, Conditions and Restrictions for the West Brook Subdivision, shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lots is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be Members of the Association, however, the voting rights of such Members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

Section 3.2.

Suspension of Membership.

During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Common Areas and Recreational Amenities or such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended after

notice
and hearing, for a period not to exceed sixty (60) days, for violation
of any rules and regulations established by the Board of Directors
governing
the use of the Common Areas and Recreational Amenities.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4. 1.

Annual Meetings The
first annual meeting of the Members shall be held within one (1)
year from
the date of incorporation of the Association, and each subsequent
regular
annual meeting of the Members shall be held on the same day of the
same
month of each year thereafter, at such hour as shall be noticed by the
Board of Directors, provided that the Board of Directors may upon
written
notice to the Members at least ten (10) days prior to the regular
annual
meeting date schedule the annual meeting date for a date not more
than
fourteen (14) days subsequent to the regular annual meeting date.
If the day for the annual meeting of the Members falls on a legal
holiday,
the meeting will be held at the same hour on the first day following
which
is not a legal holiday.

Section 4.2.

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 (1/4) of all of the votes of the Class
A membership.

Section 4.3.

Notice of Meetings.
Except as otherwise provided in the Articles of Incorporation, or
these
By-Laws, 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
(I 5) 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
the case of a special meeting, the purpose of the meeting.

Section 4.4. Quorum. The presence
at the meeting of Members entitled to cast, or of proxies entitled to
cast,
thirty percent (30%) of the votes of each class of membership shall
constitute
a quorum for any action except as otherwise provided in the Articles
of
Incorporation, Declaration of Covenants, Conditions and
Restrictions 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
power to
adjourn the meeting from time to time, without notice other than
announcement
at the meeting, until a quorum as aforesaid, shall be present or be
represented.

Section 4.5. Proxies. At all meetings
of Members, each Member may vote in person or by proxy. All
proxies
shall be in writing and filed with the secretary. Every proxy shall
be revocable and shall automatically cease upon cessation of
membership
or restriction of the Member's voting rights.

Section 4.6. Majority Vote: Withdrawal
of Quorum. When a quorum is present at any meeting of the
Members,
the vote of the holders of a majority of the votes, present in person
or
represented by proxy, shall decide any question brought before such
meeting
unless the question is one upon which by express provision of state
statutes,
the Declaration, the Articles of Incorporation or these By-Laws, a
different
vote is required, in which case such express provision shall govern
and
control the deciding of such question. The Members present at a

duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4.7. Action Taken Without a Meeting.
The Board of Directors shall have the right to take any action in the absence of a membership meeting which they could take at a meeting by obtaining the written approval of the required percentage of the total members of each class of the membership. Any action so approved shall have the same effect as though taken at a meeting of the membership.

ARTICLE V

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 5.1. Each Member shall be entitled to the use and enjoyment of the Common Areas and Recreational Amenities as depicted on the Plat of the West Brook Subdivision, subject to the provisions of Article II of the Declaration.

ARTICLE VI

BOARD OF DIRECTORS

SELECTION: TERM OF OFFICE

Section 6.1. Number. The affairs of the Association shall be managed by a Board of no less than three (3) and no more than nine (9) directors, who need not be Members of the Association.

Section 6.2. Election. The initial directors shall be appointed by the incorporator. At the first annual meeting the Members shall determine the number of directors to be elected pursuant to Section 6.1 and thereafter shall elect at least one (1) director for a term of one (1) year, at least one (1) director for a term of two (2) years, and at least one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 6.3. 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 successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 6.4. 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.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 7.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the

annual meeting. 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 Articles of Incorporation. The persons receiving the largest number of Votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

- Section 8.1. Regular Meetings.
Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.
- Section 8.2. Special Meetings.
Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.
- Section 8.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- Section 8.4. Action Taken Without a Meeting
. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 9.1. Powers. The Board of Directors shall have the power:
- (a) To adopt and publish rules and regulations governing the use of the Common Areas, Recreational Amenities, Right-of-Way Maintenance Areas and Flood Plain Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) To suspend the voting rights and right to use of the Common Areas and Recreational Amenities of a Member who is in default of payment of any annual or special assessment levied by the Association as described in Section 3.2.

(c) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws and the Articles of Incorporation;

(d) To 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 without just cause having been furnished to and accepted by the Board;

(e) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(f) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

(g) Such other powers as are set forth in Section 5.2 of the Declaration.

Section 9.2. Duties. It shall be the duty of the Board of Directors:

(a) To 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 meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days

in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate;

(g) To cause the Common Areas and Recreational Amenities to be maintained; and

(h) Such other duties as are set forth in Section 5.2 of the Declaration.

ARTICLE X OFFICERS AND THEIR DUTIES

Section 10.1. Enumeration of Officers.
The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 10.2. Election of Officers.
The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 10.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 10.4. Special Appointments.
The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 10.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, 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 it effective.

Section 10.6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 10.7. Multiple Offices.
The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 10.4 of this Article.

Section 10.8. Duties. The duties of the officers are-as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) 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 of him by the Board.

Secretary

(c) The secretary shall

record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on 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, and shall perform such other duties as required by the Board.

Treasurer

(d) 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; 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 of each to the Members.

ARTICLE XI COMMITTEES

Section 11.1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) A Recreation Committee to advise the Board of Directors on all matters pertaining to the Recreational Amenities, programs and activities of the Association and to perform other such functions as the Board in its discretion determines;

(b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas, if any, and to perform such other functions as the Board in its discretion determines;

(c) A Publicity Committee to inform the Members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association, and

(d) An Audit Committee to supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article X, Section

10.8(d). The Treasurer shall be an ex-officio Member of this committee when formed.

(e) A Nominating Committee
to act in accordance with Section 7.1 of these By-Laws

Section 11.2. It shall be a function of each committee to receive complaints from Members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII BOOKS AND RECORDS

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

ARTICLE XIII ASSESSMENTS

Section 13.1. Creation of the Lien and Personal Obligation of Assessments. Each Member is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, and (2) special assessment charges. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney’s fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 13.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and residents in the Properties and for the improvement and maintenance of the Common Areas, Recreational Amenities, Flood Plain Areas and Right-of-Way Maintenance Areas.

Section 13.3. Basis and Maximum Qf Annual Assessments for Class A Members. Until January 1st of the year

immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be \$300.00 per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each year ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A Member the maximum annual assessment may be increased more than ten percent (10%) above the prior year's maximum by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as and incident to a merger or consolidation in which the association is authorized to participate under its Articles of Incorporation.

Section 13.4. Assessments to be Levied by Board. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments in accordance with the provisions set forth in Section 13.3 above.

Section 13.5. Special Assessments for Capitol Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

a. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, replacement or addition of a capital improvement upon any Common Area, Recreational Amenity and/or Right-of-Way Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments

with the maintenance fund. Such proceeds shall be used solely and exclusively to fund improvements in question.

b. The Board of Directors shall determine the necessity and the amount of any special assessment, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each Member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 13.6.

Declarant Assessment, Subsidy. The annual assessment for Lots owned by Declarant shall be one-fourth (1/4) the annual assessment for Lots owned by Class A Members. During the period Declarant owns one (1) or more Lots within the Property and has not relinquished its Declarant status, Declarant hereby covenants and agrees that in the event the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit (the "Subsidy"), within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owner or Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected. The Subsidy provided for herein, if one is determined by the Board of Directors to be necessary for a year of operation as set forth above, together with interest, costs and reasonable attorneys fees shall be a charge upon the Lots owned by Declarant and shall constitute a lien upon Lots owned by Declarant effective only at the time said lien is recorded. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without thereby relinquishing its Class B status and shall then be excused from the payment of any budget deficits or Subsidy.

Section 13.7.

Initial Maintenance Fund. Upon the first sale of a Lot to a Class A Member by Declarant,

an initial maintenance fund fee equal to three (3) months estimated regular assessment may be assessed in addition to the annual assessment, which shall be due and payable upon conveyance of a Lot to a Class A Member. The aggregate fund established by such initial maintenance fund fee shall be maintained in an account as part of the Maintenance Fund, and shall be available for all necessary expenditures of the Association for maintenance and considered a part of the Maintenance Fund established pursuant to Section 4.11 in the Declaration.

Section 13.8. Uniform Rate. Both annual and special assessments must be fixed at a Uniform rate for each class of membership for all single-family Lots and may be collected on a monthly, quarterly or annual basis.

Section 13.9. Quorum for any Action Authorized under Section 13.3 and 13.5. At any meeting called, as provided in Sections 13.3 and 13.5 hereof, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 13.3 and 13.5, however, the quorum requirement shall be one-half (1/2) of the previous quorum requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The necessary approval may also be obtained by written consent of the Members as set forth in Article IV, Section 4.7.

Section 13.10. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Class A Member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted

hereunder
with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto.

The due dates shall be established by the Board of Directors. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section
13.11.

Establishment of Maintenance

Fund. The Association shall establish a Maintenance Fund composed of a portion of the Owners' annual assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Areas and Recreational Amenities for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and general maintenance of the entry monuments, circular landscaped island located on Laurel Gables Drive, swimming pool, a bath house with an open area patio, a tot lot, tennis courts, volleyball court and swimming pool equipment) and the improvements to such Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the Property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the annual assessment or any special assessment;

employment of policemen and watchmen, if any; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith.

Section
13.12.

Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association shall have the authority to impose late charges of fifteen dollars (\$15.00) to compensate for the administrative and processing costs of late payments and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate of interest allowed by South Carolina law from time to time, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens., including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Recreational Amenities, Right-of-Way Maintenance Areas or abandonment of his property.

Section

Subordination of the Lien

- 13.13 to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- Section 13.14. No Reimbursement to Declarant. The proceeds of the regular annual assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of Common Areas, if any, nor for the operation or maintenance of such Common Areas incurred prior to conveyance thereof unencumbered, to the Association.
- Section 13.15. Reserve Fund, Budget and Capital Contribution. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas. The fund shall be established and maintained out of regular annual assessments. The Board of Directors shall annually prepare reserve budgets for the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board of Directors shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the budget period. Monies set aside in a reserve fund may not be

reallocated for use in payment of operating expenses. Monies set aside in one (1) reserve fund (if more than one (1) such reserve fund is set up) may be reallocated to other reserve funds with the approval of the Board of Directors.

Section 13.16. Reimbursement of Costs Expended.
The Board of Directors may levy a charge (“Reimbursement Charge”) against an Owner if the failure of the Owner to comply with this Declaration, the Articles of Incorporation, the By-Laws or any rules and regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. Such Reimbursement Charge shall be levied only after notice and hearing from the Board of Directors. The amount of the Reimbursement Charge shall not exceed actual out of pocket expense of the Association and shall be due and payable to the Association ten (10) days after notice to the member of the decision of the Board of Directors that the Reimbursement Assessment is owing. Delinquent Reimbursement Charges shall be subject to the same penalties, interest charge and collections as are applicable to annual assessments.

Section 13.17. Right-of-Way Maintenance Areas. The Association shall, in addition to the maintenance of the Common Areas and Recreational Amenities, be expressly empowered to maintain the landscaping and any other beautification needs of the areas within the rights-of-way, including but not limited to, landscaping, mowing, edging, watering, clipping, sweeping, pruning, raking and repairing of any improvements to such Right-of-Way Maintenance Areas as the Association deems necessary. Notwithstanding the foregoing, the Association shall not be obligated to make capital improvements to the Right-of-Way Maintenance Areas.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: West Brook Homeowner’s Association, Inc.

ARTICLE XV AMENDMENTS

Section 15.1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 15.2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI FISCAL YEAR

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

ARTICLE XVII GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.