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**By-Laws
Of
Ventura Villas Property Owners Association, Inc.**

By Adoption of these amended Bylaws of Ventura Villas Horizontal Property Regime, Inc. recorded in the RMC Office of Charleston County on February 27, 1989 in Book F 182 at Page 183, these amended Bylaws are the effective Bylaws governing the Administration of all five regimes of the Ventura Villas Horizontal Property Regime.

**ARTICLE I
DEFINITIONS**

Section 1. General. As used in these Bylaws, unless context otherwise requires, the following definitions shall prevail:

- (1) "The Property" means the land, the buildings, all improvements and structures on the land, and all easements, rights and appurtenances belonging thereto. It consists of Horizontal Property Regimes 1, 2,3,4,5 and the Recreation area, as described in the Master Deeds of the individual regimes and the Recreational Association. The Property, located at Snee Farm subdivision of Charleston County, State of South Carolina, has been named Ventura Villas.
- (2) "Apartment" means the individual dwelling units of the Property intended for residential use.
- (3) "Master Deed" means the instrument which describes the Property and Apartments in detail and submits the development to the provisions of the Horizontal Property Act of South Carolina.
- (4) "Association" means Ventura Villas Property Owners Association, composed of all apartment owners.
- (5) "Bylaws" means this instrument which is an exhibit recorded with the Master Deeds.
- (6) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an apartment in Ventura Villas.
- (7) "Majority of owners: ("Majority of Members") means the number of owners (members) representing a total of fifty-one (51) percent or more of the basic value of the Property as a whole, in accordance with the percentages specified in the Master Deeds.
- (8) "Common elements" means:
 - (i) The foundations, roofs, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above
 - (ii) All roads, walk-ways, paths, parking areas and gardens shown on the final plats filed with the Master Deeds, except those roads conveyed to the town of Mt. Pleasant

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- (iii) All other elements of the Property constructed on the Property rationally of common use or necessary to the existence, upkeep and safety of the Property and, in general all other devices or installations existing for common use
- (9) "Limited Common elements" means rear, front and side yards, steps, fences screening service areas, and all interior walls partly in one apartment and partly in an adjacent apartment, and other areas as described in the Master Deeds.
- (10) "Regime" means that part of the Property containing eight (8) apartments, with the appurtenant common elements and limited common elements submitted to provisions of the Horizontal Property Act of South Carolina by Master Deed. There are five () regimes in Ventura Villas defined as follows: Regime 1 Buildings 100-400; Regime 2 Buildings 500-800; Regime 3 Buildings 900-1200; Regime 4 Building 1300-1600; Regime 5 Buildings 1700-2000.
- (11) "Board of Administration" means the owners elected by the other owners to administer the affairs of the Association.
- (12) "Regime Fees" means the monthly assessment determined by the Board to be an owner's responsibility.
- (13) "Surfaces of walls, ceilings, and floors" means texture, paint, wallpaper or other finish of those areas.

ARTICLE II

PURPOSE OF ASSOCIATION AND APPLICABILITY

Section 1. General. The Property has been, by various Master Deeds, submitted to the provisions of the Horizontal Property Act of South Carolina. By authority granted in the Master Deeds of the Regimes, the individual Regimes have formed this Association for the purpose of administration of the Property.

Section 2. Bylaws. Applicability. All present and future owners, mortgages, lessees and occupants of apartments, their guests, their employees and any other person who may use the facilities of the Property in any manner are subject to these Bylaws, the Master Deeds, any rules and regulations of the board of Administration and all covenants, agreements, restrictions, easements and declarations of record. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of an apartment shall constitute an agreement that these Bylaws, any rules and regulations of the Board and the provisions of the Master Deeds are accepted, ratified, and will be complied with.

Section 3. Membership. All owners shall be members of the association. The membership of each owner shall commence upon the recordation of his deed in the Office of the RMC for Charleston County, South Carolina. The membership of each owner shall terminate when he ceases to be an owner of record upon the sale, transfer, or other disposition of his beneficial ownership interest in the Property.

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Section 4. Responsibility of the Association. The Association shall have the responsibility of administrating the Property, approving the annual budget, establishing and collecting the periodic assessments, and arranging for the professional management of the Property.

ARTICLE III
BOARD OF ADMINISTRATION

Section 1. Board of Administration. The affairs of the Association shall be Board of Administration comprised of fifteen (15) persons, all of whom must be owners of apartments in the Property.

Section 2. Powers and Duties of the Board.

- (1) The Board shall have the power to take all actions authorized by the Master Deeds, these Bylaws and the Horizontal Property Act.
- (2) The Board may adopt or amend administrative rules and regulations governing the details of the operation and use of the common elements of the Property; provided, however, that any such administrative rules and regulations shall become null and void if disapproved by a resolution adopted by a majority of owners.
- (3) Prior to the beginning of each fiscal year, the Board shall cause to be prepared a statement of the estimated cost of maintaining and operating the Property during the ensuing fiscal year, including
 - (i) all common expenses for insurance premiums, grounds maintenance and beautification, building maintenance (except Florida rooms), maintenance and operation of the recreation facilities, fence repair, termite/pest control, legal fees, interest on loans, management fees, office supplies and printing, postage, utilities and telephone at the recreation area;
 - (ii) all other charges and expenses of any description for which the Association, its agents, or the Property may be assessed or become liable, or which are otherwise appropriately and necessarily common expenses;
 - (iii) any reserves deemed appropriate, less any surplus from the schedule of monthly assessments against each owner for his share of such estimated cost of maintaining and operating the Property.

The Board shall thereupon call a meeting of the Association for the purpose of reviewing this budget. Unless disapproved at that meeting by a majority of owners, such budget shall be deemed adopted and deemed to be the levy of assessment on each owner for his share of the expenses so approved.

Such assessments levied pursuant to this subparagraph shall be due and payable by the 15th day of each month and shall be paid to the Board of Administration or its designee at such place as the Board shall designate. All sums assessed thereunder chargeable to any

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apartment but unpaid shall constitute a lien on such apartment prior to all other liens except (a) liens for property taxes upon the apartment in favor of any taxing authority, and (b) mortgage liens duly recorded prior to such delinquency. Such lien may be foreclosed or enforced by the Board as provided in the Master Deeds.

- (4) The Board shall have power and authority to contract with a managing agent for maintenance, care and operation of the Property, or to otherwise provide for the maintenance, care and operation of the Property. Any such management contract must provide for termination of same by the Association for cause upon thirty (30) days written notice thereof.
- (5) The Board shall take out policies of insurance as provided in the Master Deeds. Premiums for such insurance shall constitute a portion of expenses to be assessed against the owners.
- (6) The Board shall act as insurance trustee for the proceeds of any insurance policies.
- (7) The Board may require that any or all officers, employees or agents of the Association handling or responsible for Association funds be covered by adequate fidelity bonds. The premiums on such bonds shall be an expense chargeable to the owners.
- (8) The Board shall arrange and pay for the legal and accounting services necessary or proper for the operation of the Property or the enforcement of the Bylaws, and such payments shall be charged to the owners.
- (9) The Board may, at its discretion, pay an amount necessary to discharge any lien or encumbrance which may, in the opinion of the Board, constitute a lien against the common elements rather than merely against the interest therein of a particular owner or owners. Such payment shall be an expense chargeable to the owner or owners responsible for the existence of such lien.
- (10) The Board shall also have the power to
 - (i) pay all expenses and to determine and collect all charges
 - (ii) collect from the owners their share of the expense
 - (iii) open bank accounts on behalf of the Association and designate the signatories required therefor or to permit a management agent to open such accounts
 - (iv) establish restrictions and requirements with respect to the use and maintenance of apartments, common elements and limited common elements not in conflict with the Master Deeds

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(v) take all actions duly authorized by the Association

(11) The Board shall have to power to employ, dismiss, and control all personnel necessary for the maintenance of the Property.

(12) The Board shall have the authority to levy and collect fines for late payment of regime fees, for violations of rules and regulations established by it, and for noncompliance with these Bylaws or the Master Deeds. If legal action becomes necessary to collect such fines, the owner so fined shall be required to pay all costs including attorney's fees, incurred by the Board in collecting the amount due. The Board shall have authority to publish names of delinquent owners and to provide balance due information to mortgages upon request.

(13) The Board shall have the authority to pledge any and all assessments as collateral for any loans that are approved and authorized by the Association.

Section 3. Election and Term of Office. The members of the Board of Administration shall be elected by ballot of the Association members at the annual meeting. Fifteen (15) owners, preferably three (3) from each regime, shall be elected. The term of office on the Board is three (3) years. A nominating Committee appointed by the Board two (2) months prior to the annual meeting shall submit nominations. Nominations from the floor may be made.

Section 4. Vacancies. A vacancy on the Board caused by any reason shall be filled by vote of the majority of remaining members of the Board. Each person so elected shall be a member of the Board until the expiration of the term of office of the member being replaced.

Section 5. Removal of Members of the Board. At any regular or special meeting of the Board, any of the members of the Board may be removed for cause by a majority vote of members present and a successor may then be elected to fill the vacancy thus created. The causes for removal of a Board member include, but are not limited to the following: the member becomes delinquent in paying his regime fees; the member flagrantly violates rules of conduct or other regulations; the member is absent an excessive number (to be determined by the Board) of monthly Board meetings without reasonable cause. Any member of the Board whose removal has been proposed shall be given the opportunity to be heard at the meeting at which such vote will be taken.

Section 6. Regular Meetings. Regular meetings of the Board shall be held monthly at a time and place to be determined by a majority of the Board. Notice of regular meetings shall be given by the Board secretary or other designated person to each Board Member personally, by mail or telephone at least five (5) days prior but no more than ten (10) days prior to the meeting.

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Section 7. Special Meetings. Special meetings of the Board may be called by the Board President on three (3) days notice to each Board member given personally, by mail or telephone. The notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the Board President or secretary in like manner on the written request of at least two (2) members of the Board.

Section 8. Waiver of Notice. Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him at the time, place and purpose thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business before the Board may be transacted at such meeting.

Section 9. Board Quorum. At all meetings of the Board, a majority of the members of the Board, whether present in person or by proxy, shall constitute a quorum for the transaction of business. The acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted may be transacted without further notice.

ARTICLE IV MEETINGS OF THE ASSOCIATION

Section 1. Time and Place. Meetings of the Association shall be held at such times and places convenient to the members as may be specified by the Board in the notice of such meetings.

Section 2. Annual Meetings. An annual meeting of the Association shall be held at such times and places convenient to the members as may be specified by the Board in the notice of such meetings.

Section 3. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the members as directed by resolution of the Board upon a petition signed by thirty-two (32) members of Directors may also provide by resolution the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 4. Notice of Meetings. It shall be the duty of the Secretary or other designated person to mail a notice of each annual or special meeting to each member at least ten (10) days but not more than twenty (20) days prior to the meeting. The mailing of a notice in this manner shall be considered notice served.

Section 5. Voting. The members of the Association shall vote in proportion to their respective interest in the Property as specified in the Master Deeds.

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Section 6. Quorum. Unless a greater percentage is required by the Horizontal Property Act or the Master Deeds, the presence in person or by proxy of owners entitled to cast fifty-one percent (51%) of the total votes of the owners shall constitute a quorum.

Section 7. Proxies. At any meeting of the Association, owners may vote in person or by proxy. Proxies must be in writing and must include the date of the meeting, name of the person appointed proxy, signature of owner, and must be filed with the Secretary before the appointed time of each meeting.

Section 8. Conduct of Meeting. At all meetings of the Association, the President of the Association, or in his absence, the Vice President, shall preside. In the event neither the President nor the Vice President is able to preside, any other officer designated at the meeting shall preside. The Secretary of the Association shall be responsible for the keeping of the minute book wherein resolutions shall be recorded, and shall act as Secretary at all meetings unless, in his absence, an alternate is designated by the owners present.

Section 9. Order of Business. The order of business at all annual meetings of the Association shall be as follows:

- (1) Roll Call
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of Officers
- (5) Reports of Committees
- (6) Election of inspectors of election
- (7) Election of members of Board
- (8) Unfinished business
- (9) New business

The order of business at all special meetings of the Association shall include items (1) through (4) above, and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 10. All votes of the Association shall pass by a simple majority of the homeowners present at the meeting, provided that a quorum of the homeowners is in attendance, except in those circumstances in which these Bylaws, the Master Deeds or the South Carolina Horizontal Property Act requires otherwise.

ARTICLE V OFFICERS

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Section 1. Designation. The principle officers of the Association shall be a President, a Vice President and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Administration.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board and shall hold office for a term of one (1) year.

Section 3. Removal of Officers. Upon an affirmative vote of majority of the members of the Board, any officer may be removed, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an organization, including, but not limited to, the power to appoint committees from among the owners, as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall perform such other duties as shall be imposed upon him by the Board.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meeting of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct; he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; he shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may be designated by the Board. He shall, in general, perform all the duties incident to the offices of Secretary/Treasurer. The normal duties of a Treasurer specified above may be performed by a financial manager under contract negotiated by the Board.

ARTICLE VI OBLIGATIONS OF THE OWNERS

Section 1. Assessments.

- (1) All owners are obligated to pay monthly regime fees, fines for infractions of the rules and regulations established by the Board, late charges and special assessments imposed by the Board of Administration to meet all Associations expenses. The assessments shall be made pro-rata according to the percentage value of the apartment owned as stipulated in

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the Master Deeds for maintenance and care of the common elements. Unpaid assessment shall constitute a lien on the apartment involve [see Article III, Section 2 (3)]. No owner of any apartment may exempt himself from liability for his contribution towards the expenses, even by the abandonment of his apartment.

- (2) An owner is responsible for all assessments, fines, or late charges that are levied against his tenant.

Section 2. Maintenance and Repair.

- (1) Every owner must perform promptly all maintenance and repair work within his own apartment which, if omitted, would affect the Property in its entirety or in a part belonging to the other owners. The owner will be expressly responsible for the damage and liabilities that his failure to do proper maintenance and repair may engender.
- (2) All the repairs or replacement of internal installations of the apartment such as water, lights, gas, power, sewage, telephones, air conditioners (including external parts), sanitary units, doors, windows, lamps, surfaces of walls, ceilings and floors and all other accessories belonging to the apartment shall be at the owner's expense. It shall be the individual responsibility of each owner at his own expense to provide homeowner's liability insurance, theft, and other insurance covering repair or replacement of items listed in this paragraph as the owner's maintenance responsibility.
- (3) An owner shall reimburse the Board for any expenditure incurred in repairing or replacing any common elements damaged through his fault.
- (4) Maintenance and repair of all a Florida room is the sole responsibility of the owner.
- (5) Any changes, modifications, alterations or additions made to any building or other common element, whether made by the present owner, the builder or previous owner and whether or not approved by the Board, are the owner's responsibility for upkeep, repair or replacement.
- (6) Cooperation. Each owner shall be obligated to assist the Board and the Association in the overall administration of the Property, the enforcement of the provisions of the Master Deeds, these Bylaws, and any rules and regulations adopted pursuant hereto.
- (7) Any dispute between an owner and the Board over responsibility for damage shall be referred for decision to an Arbitration Committee composed of 3 persons: 1 appointed by the Board, 1 appointed by homeowner, and 1 appointed by the other two appointees.

Section 3. Use of apartments-Internal Changes.

- (1) All apartments shall be utilized for residential purposes only, as defined in the Master Deeds.
- (2) An owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Board in writing, and without consent of the Board, through the President of the Association. The Board shall have an obligation to answer within forty-five (45) days and failure to do so within that time shall mean that there is no objection to the proposed modification or alteration. The Board shall not unreasonable withhold its consent.

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Section 4. Use of Common Elements. An owner shall not place or cause to be placed in the passages or roads: any furniture, packages or obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them. No owner shall make any changes in the Common Elements, or Limited Common Elements without the written consent of the Board, which response shall be given with forty-five (45) days.

Section 5. Right of Entry.

- (1) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of an emergency originating in or threatening his apartment, whether or not the owner is present at the time.
- (2) An owner shall permit other owners, or their representatives, when so required, to enter his apartment for the purpose of performing installation, alterations of repairs to the mechanical or electrical services, provided requests for entry are made in advance and such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules and Regulations.

- (1) Residents shall be subject to the Rules and Regulations as published by the Board. The Rules and Regulations pamphlet is updated and distributed periodically.
- (2) Owners are responsible for the behavior of their family members, guests and tenants and shall be liable for rule violations for said family members, guests and tenants.

ARTICLE VII
COMPLIANCE

Section 1. Compliance with Statutes. These Bylaws are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will control.

ARTICLE VIII
AMENDMENTS

Section 1 Bylaws. These Bylaws may be amended by a two-third (2/3) vote of the Board of Administration in a duly constituted meeting held for such purpose and subsequently approved by owners representing a majority of the total value of the Property as shown in the Master Deeds. No amendment of these Bylaws may be operative until duly recorded in the same office and in the same manner as were the Master Deeds and the original Bylaws.

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ARTICLE IX

Section 1. The within described Bylaws shall be a part and parcel of the Master Deed of each Regime and shall be appended to such Deed.

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