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ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

[Signature]
BYLAWS OF OAKFIELD PLANTATION
PROPERTY OWNERS ASSOCIATION, LLC

BYLAW ONE

PURPOSES AND OBJECTS

In amplification of the purposes for which the corporation has been formed as set forth in the Articles of Incorporation, the purposes and objects of Oakfield Plantation Property Owners Association, LLC are as follows:

- (a) To develop a community designed for sage, healthful and harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms and corporations owning property in Oakfield Plantation Property Owners Association, LLC which is located in the County of Orangeburg, State of South Carolina.
- (c) To care for the improvements and maintenance of the facilities of any kind dedicated to the community use and open spaces and other ornamental features of Oakfield Plantation Property Owners Association, LLC.
- (d) To cooperate with the owners of all vacant and unimproved lots now existing or that hereafter shall exist within the perimeters of Oakfield Plantation Property Owners Association, LLC in keeping them in good order and condition, in preventing them from becoming a nuisance and detriment to the beauty of the development and to the value of the improved property therein, and to take any such action with reference to such vacant and unimproved lots as may be necessary or desirable to keep them from such nuisance and detriment.
- (e) To aid and cooperate with the members of this corporation and all property owners in Oakfield Plantation Property Owners Association, LLC in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by Oakfield Plantation Property Owners Association, LLC.
- (f) To make rules and regulations for property owners in Oakfield Plantation Property Owners Association, LLC to maintain and assure the quality of life in Oakfield Plantation Property Owners Association, LLC which the property owners in the development desire and which the Restrictive Covenants, Conditions and Rules of Oakfield Plantation Property Owners Association, LLC.
- (g) In general, but in connection with the foregoing, to do any and all things necessary to promote the general rules and quality of life of the residents and owners of any portions of Oakfield Plantation Property Owners Association, LLC and their property interests therein.

(h) To acquire, own or lease such real an personal property as may be necessary or convenient for the transaction of its business and fulfillment of its purposes and objects, and to exercise all rights powers and privileges of ownership to the same extent as natural persons might or could do.

(i) To exercise any and all powers that may be delegated to it from time to tome by the owners of real property in the tract.

(j) The corporation shall not engage in political activity or pursue political purposes of any kind or character.

BY LAW TWO

DEFINITIONS

(a) The terms "Restrictive Covenants" and "Restrictions" as used in the Bylaws shall refer to the Declaration of Covenants and Restrictions for Oakfield Plantation Property Owners Association, LLC executed contemporaneously herewith, which govern and control certain lots and common areas in Oakfield Plantation Property Owners Association, LLC.

(b) The terms and their definitions as contained in Article I of said Restrictive Covenants shall also apply to said terms when used in these By Laws.

BY LAW THREE

OFFICES

The initial office of Oakfield Plantation Property Owners Association, LLC shall be located at Orangeburg, SC 29118.

BY LAW FOUR

MEMBERS

Section I. Association Membership. Every Owner of a Lot which is subject to the declaration shall be a Member of the association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to dues and assessments.

Section 2. Membership rights are Subject to Assessment Payments. The rights of membership are subject to the payment to annual and special dues and assessments levied by the Association, the obligation of which is imposed against each owner of, and becomes a lien upon the lot against which dues and assessments are made, as provided by By Law VIII of these By Laws.

Section 3. Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be every Owner, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. Developer may become a Class A member upon the expiration of its Class B Membership status as hereinafter set forth. When more than one person holds title to any Lot, all such persons shall be Members and one vote for such Lot shall be exercised as they determine, but in no event shall be more than one vote be cast with respect to any Lot.

(b) Class B. Class B Member(s) shall be the Developer, its successors or assigns. The Class B Member shall be entitled to five (5) votes for each Lot on which it holds an interest required for membership under this By Law four. The Class B Membership shall cease and be converted to a Class A Membership upon the occurrence of the first of the following events:

- (1) when the Developer executes and records an instrument forfeiting its Class B Membership; or
- (2) when the Developer has conveyed all the lots in the planned development district.

Section Four: Suspension of Rights. The membership rights of any person whose interest in the Properties is subject to assessments under By Law Four, Section 2 hereinabove may be suspended by action of the Directors during the period when the Assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

BY LAW FIVE

MEETING OF MEMBERS

(a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees shall be held in January of each year, beginning with the year 2007. The time and place shall be fixed by the membership.

(b) Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time and place as shall be determined by the membership.

(c) Special Meetings. A special meeting of the members must be called within ten (10) days by the President of the corporation if requested by any one lot owner.

(d) Notice of meetings. Written notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such

meeting not less than fifteen (15) days before the date of such meeting or at the direction of the Secretary.

(e) **Quorum.** The members holding fifty-one (51%) percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) **Proxies.** At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six (6) months from the date of its execution unless otherwise provided by the proxy.

(g) **Voting by mail or telephone.** Where officers are elected by members, or where there is an act requiring the vote of the members such election or vote on such proposed action may be conducted by mail or telephone in such manner as the membership shall determine.

BY LAW SIX

BOARD OF DIRECTORS

Section 1. **General Powers.** The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors. Except to the extent otherwise required by the provisions of the South Carolina Code relating to nonprofit corporations, these By-Laws, the Restrictions, or the Articles of Incorporation or Association, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without further consent on the part of the Owners /Members.

Section 2. **Number and Tenure.** The board of Directors shall consist of three (3) members initially. The Developer shall have the right to appoint or remove any member or members of the Board of Directors until the expiration or earlier termination of Developer's Class B Membership. Beginning with the first annual or special meeting of the Association following the expiration or termination of Developer's Class B Membership, the Members (including the Developer) shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect, upon majority vote, one (1) Director for a term of three (3) years. Each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office.

Section 3. **Vacancies.** Vacancies in the Board of Directors shall be filled by the Developer so long as Developer retains its Class B Membership. Thereafter, vacancies in the Board of Directors shall be elected by a majority of the remaining Directors, and any such appointed Directors shall hold office until his successor is elected as provided herein.

Section 4. **Annual Meeting** of the Board of Directors shall be held immediately following the annual meeting of the Association. The Board of Directors may provide by resolution the time and place for holding of additional regular meeting of the Board.

Section 5. Special Meetings. Special meeting of the Board of Directors may be called by or at the request of the President or any two (2) directors by giving notice thereof to the members of the Board as provided herein.

Section 6. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least four (4) days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. Any Director may waive notice of any meeting before or after the time of the meeting stated herein, and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened. Neither the business to be transacted at, or the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically provided by law, the Articles of Incorporation, these By-Laws or the Declaration.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 8. Manner of Acting. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Compensation. Directors shall not receive any salaries for their services, by resolution of The Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefrom.

Section 10. Informal Action by Directors. Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting of a consent in writing setting forth the action so taken shall be signed by a majority of the Directors, which consent shall be filed with the Secretary of the Association as part of the Association's records.

Section 11. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created or the vacancy may be filled by The Board of Directors.

BY LAW SEVEN

OFFICERS

(a) Officers. The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer.

(b) Qualification and Method of Election. The officers shall be members of the

corporation, shall be elected by the membership and shall serve for a term of one (1) year and until their successor is elected.

(c) President. The President shall preside at all meetings of the corporation at which he is present, shall exercise general supervision of the affairs and activities of the corporations, and shall serve as a member ex-officio of all standing committees.

(d) Vice-President. The Vice-President shall assume the duties of the President during his absence. The office of the Vice-President is an optional office.

(e) Secretary. The Secretary shall keep the minutes of all the meetings of the corporation which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records.

(f) Treasurer. The Treasurer shall receive all corporate funds, keep them in a bank approved by the membership, and pay out funds only on notice signed by him and one other officer. The Treasurer shall be a member ex-officio of the Finance Committee.

(g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, must be filled by the membership of the Corporation for the unexpired portion of the term.

(h) Compensation. Officers of the Corporation shall be compensated as established by the membership.

BY LAW EIGHT

DUES AND ASSESSMENTS

(a) **Dues.**

1. Purpose. Dues may be established for the purpose of paying for the administrative functions of the corporation to include any management fees, salaries, other related administrative fees, property taxes and insurance.

2. Imposition. The annual dues shall be the same for each member and shall be set by a majority of the Board of Directors. Any dues imposed prior to formation of the Board of Directors shall be set by the Developer.

(b) **Annual Assessment.**

1. Purpose. Annual assessments shall be levied for the purpose of repairing lighting, rehabilitating or maintaining the common area, easements, sidewalks, erosion control devices, detention pond, streets, easements, entrances, walls of other areas of common usage in and adjacent to Oakfield Plantation Property Owners Association, LLC as designated by the members of this

corporation from time to time and to maintain the such areas in compliance with the Type-A, Residential Planned Development District Agreement between the Developer and the Governmental Agency.

2. Imposition. Annual assessments may be levied on members of this corporation only by vote of a majority of the Board of Directors.

(c) Special Assessments.

1. Purpose. Special assessments may be levied for the purpose of improving or constructing improvements such as further improvements of common areas or amenities for Oakfield Plantation Property Owners Association, LLC.

2. Imposition. Special assessments may be levied on members of this corporation only by a vote of three-fourths (3/4) of the members of the corporation entitled to vote.

(d) Default in Payment of Dues or Assessments.

1. When any member shall be in default in the payment of dues or assessments for a period of thirty (30) days from the date on which such dues or assessments become payable he shall, for purposes of voting, not be not be considered as a member in good standing. In addition, such member shall not be reinstated until he has paid his dues and assessments in full, and until such time as such member is reinstated, he shall have no rights of any kind arising out of membership of the corporation.

2. If any member shall fail to pay his dues or assessments on or before the date on which the same becomes due, the amount of the unpaid dues or assessment shall become a lien on such member's lot, with or without improvements thereon, in favor of the corporation, and the corporation shall have the right to record a notice of claim of lien, as a mechanic's lien, and to proceed thereon in accordance with the laws of South Carolina for the foreclosure and enforcement of the lien; provided however, that the failure by the corporation to record a notice of lien shall not affect the validity of its lien; or in the event the corporation shall not record a lien, it shall have the right to commence as in personam action against such member for the collection of the dues and/or assessments in any court of competent jurisdiction; provided that in the event that the corporation brings legal proceedings to foreclosure the lien or brings an in personam action against such member there shall be added to the amount of the dues or assessments due the costs for preparing and filing the complaint in such action, and in the event that the money judgment or judgment or foreclosure is obtained, such judgment shall include interest on the dues or assessments due as provided in the assessment and a reasonable attorney's fee together with the cost of the action.

3. Upon failure of the Developer of Association to maintain the streets in the subdivision in accordance with the requirements of the South Carolina Department Transportation or the detention pond in accordance with the Code of Laws of South Carolina, 1976, as amended.

(e) Assignment of Dues Amid Assessments. In the event that any member whose dues and assessments are paid shall, during the year in which such dues or assessments are paid, terminate his membership by sale of his lot in Oakfield Plantation Property Owners Association, LLC, he shall be entitled to assign to the buyer of such lot the benefit of the paid up dues and assessments.

BYLAW NINE

MAINTENANCE AND IMPROVEMENTS

(a) Maintenance by Association. The Association shall provide for the maintenance, repair and replacement of the streets and common areas and private streets, unless said private streets are dedicated for public use and thereby are maintained by the state and/or municipal governments.

(b) Improvements. The Association shall provide for the making of such other improvements to the common areas as may be approved from time to time by the members. The cost of such improvements shall be common expenses.

BYLAW TEN

FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

In witness whereof, the undersigned have hereunto subscribed their names and affixed the seal of the corporation this ~~14th~~ day of October, 2006.

~~23rd~~
24th

WITNESS:

Claudia Kincaid
Linn R. Jada

Oakfield Plantation Property Owners Association, LLC

Doris Sanchez
