



800 Hickory Trail, Westminster, SC 29693

**Second Revised Bylaws of
Foxwood Hills Property Owners
Association, Inc.**

First Revised Bylaws of The Foxwood Hills Property Owners Association Inc.

ARTICLE I PURPOSE OF FIRST REVISED BYLAWS

These Bylaws, styled First Revised Bylaws, shall completely supersede the Association's previous Bylaws and all amendments and supplements to those previous Bylaws. Only the provisions of this document shall be effective after the date of March 17, 2011.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to the Foxwood Hills Property Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of South Carolina, and the Association's successors and assigns.

Section 2. "The Properties" shall mean and refer to that certain tract of real property described in the Charter of Incorporation, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 3. "Member" shall mean and refer to any owner of a lot or lots within the Properties, including contract owners, but excluding persons holding title merely as security for performance of a financial obligation.

Section 4. "Member in good standing" shall mean those members who are current in payment of their fees, dues, assessments, and all other financial obligations due the Association, and who are not in violation of any applicable current restrictive covenant, any current Bylaw provision herein, or any rule or regulation authorized by and issued under these Bylaws. A member shall not be deemed in violation of any applicable current restrictive covenant, any Bylaw provision herein, or any rule or regulation authorized by and issued under these Bylaws if what would have otherwise been a violation has been grandfathered in by a variance issued by the Association's Architectural Control Committee.

Section 5. "Common Properties" shall mean all real property owned by the Association and that property owned by the Association for the common use and enjoyment of the owners.

Section 6. "Lot" shall mean and refer to any numbered lot shown upon any recorded final plat of the Properties. This definition is to be read in consonance with and is not intended to conflict with but to incorporate the definition and use of the term "lot" in any lot owner's restrictive covenants.

Section 7. "Board" shall mean and refer to the Board of Directors of the Foxwood Hills Property Owners Association, Inc.

Section 8. "Agent" shall mean and refer to any person or persons authorized to act on behalf of the Association including the Board, an authorized Board member, the President of the Association, an authorized officer, an authorized committee head or committee member, an authorized employee, the manager of the Association, the Association's attorney, and an independent contractor hired by and authorized by the Association. Authorization may be extended by the Board, any Board member authorized by the Board, the President, and the Manager.

Section 9. "Developer" shall mean and refer to Foxwood Corporation, any parent,

subsidiary and affiliate corporation of the Developer or its officers, directors, agents, servants, representatives, successors, or assigns.

Section 10. "Manager" shall mean and refer to that individual employed by the Association, through the Board, full-time, and designated as such.

ARTICLE III LOCATION OF PRINCIPAL OFFICE

Section 1. The principal office of the Association shall be located at 800 Hickory Trail, Westminster, South Carolina 29693, or any other location designated as the main office.

ARTICLE IV MEMBERSHIP

Section 1. Every person who is a record owner of title or undivided interest in title to any real property within the Foxwood Hills development is subject to fees, dues, and assessments, as authorized by the applicable restrictive covenants or these Bylaws, levied by the Association, including contract purchasers, but excluding persons holding title merely as security for performance of an obligation, shall be a member of the Association.

Section 2. The rights of membership are subject to the payment of all fees, dues, and assessments levied by the Association, the obligation of which fees, dues, and assessments is imposed against each owner of and become a lien upon the property against which such fees, dues, and assessments are made.

Section 3. The membership rights of any person whose interest in the Properties is subject to fees, dues, and assessments under Article IV, Section 2, whether or not he/she be personally obligated to pay such fees, dues, and assessments, may be suspended as a member by action of the Board during the period when the fees, dues, and assessments remain unpaid, but upon payment of such fees, dues, and assessments, his/her rights shall be automatically restored. If the Board has adopted and published or otherwise disseminated regulation or regulations for use, protection, and preservation of the Common Properties as provided in Article X, Section 1.q., the Board or its authorized agent may, in their discretion, suspend the rights of any such person for violation of such regulation or regulations for a period to be set by Board in its sole discretion. The scope of any suspension shall also be defined by the Board in its sole discretion and can range from a suspension of all membership rights and privileges to suspension of the right to use a particular amenity.

Section 4. All Members shall inform the Association in writing of the street address of their primary residence, any current post office box of primary home and business telephone numbers; e-mail addresses are optional.

ARTICLE V VOTING RIGHTS IN THE ASSOCIATION

Section 1. The Association shall have two (2) classes of membership pertaining to voting. Members shall be all those owners as defined in Article IV, Section 1 and shall be classified as follows:

- a. Lot owners who purchased their lot from either (1) Foxwood Corporation or (2) a successor corporation to the Foxwood Corporation or (3) the prior developer to the Foxwood Corporation or a chain of title which does not

include Foxwood Corporation and who agree, by recorded instrument, to the payment of such fees, dues, and assessments as are set by the Association for all lots. The ownership of each lot by said member, as defined in Article IV Section 1, carries with it one (1) vote per lot.

- b. Lot owners who purchased their lots from the prior developer to the Foxwood Corporation or purchased their lot through a chain of title which does not include the Foxwood Corporation and who does not agree, by recorded instrument, to the payment of such fees, dues, and assessments as are set by the Association. Lot owners who comprise this class of membership will have no vote and are prohibited from holding any office in the Association.

Section 2. When more than one person holds interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one Vote nor a fraction of a Vote be cast with respect to any such Lot.

ARTICLE VI PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each Member, his/her family members, and guests residing with him/her in his/her household shall be entitled to the use and enjoyment of the Common Properties which are owned by or available to the Association, subject to reasonable regulations which the Board shall have the power to prescribe, including, but not limited to, payment of fees, dues, assessments and use charges. Any member, his/her family member, or guest who abuses the facilities or properties owned by or available to the Association may be subject to loss of use of said Common Properties. All members shall adhere to and comply with all regulations promulgated by the Board and the restrictive covenants applicable to an owner's lot or lots unless the owner has been granted a variance under the mechanism of Article XX.

Section 2. Any member who is owner of a Lot may delegate his/her rights of use and enjoyment of the Common Properties to any of his/her tenants who reside therein under a leasehold interest. Such Members shall notify the secretary in writing of the name of any family member, guest, or lessee entitled to use the Common Properties. The rights and privileges of such person are subject to suspension under Article IV, Section 3, to the same extent as those of the member.

Any member who is owner of a lot may request a guest membership limited to six (6) guests for those persons in temporary occupancy of said lot. A member may have more than six (6) guests if prior approval of the Board is obtained, but only on a temporary basis the duration of which shall be specified. Such guest membership shall be granted only on approval of the Board or its designee, and, if granted, shall permit holder full guest privileges subject to fees, dues, and assessments, and obligates him/her to the provisions of Article XV, Section 8, Article XVI, Section 1, Article XVI, Section 2, Article XVIII, Section 1, Article XVIII, Section 2, Article XVIII, Section 3, and Article XVIII, Section 4. Such request must be made to the Association secretary seven (7) days prior to use date.

Section 3. Members described in Article V, Section 1, Item b, shall be restricted to using those Common Properties in place at the time the Association was formed. These Common Properties include the Huntsman Clubhouse, two (2) tennis courts, a multi-purpose court, and an outdoor swimming pool.

Section 4. Developer Privileges The Developer shall have the privilege of issuing a reasonable number of temporary guest cards to assist in the sale and development

of its properties. The Developer shall seek prior approval for the issuance of temporary guest cards from the Association. The Association shall have the right to approve any and all such requests. Such approval shall not be unreasonably withheld.

ARTICLE VII ASSOCIATION PURPOSES AND POWERS (The powers listed in this Article are powers the Association possesses, because it is a non-profit corporation, under South Carolina Code Section 33-31-302. The Association has always possessed these powers.)

Section 1. The Association shall have the power to do all things necessary or convenient to carry out its affairs, including, without limitation:

- a. To sue and be sued, complain, and defend in its corporate name;
- b. To have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing or in any other manner reproducing it;
- c. To make and amend bylaws not inconsistent with its articles of incorporation or with the laws of South Carolina for regulating and managing the affairs of the corporation;
- d. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with, real or personal property or any legal or equitable interest in property, wherever located;
- e. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;
- f. To purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with, shares or other interest in or obligations of any entity;
- g. To make contracts and guaranties, incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income;
- h. To invest and reinvest its funds, and receive and hold real and personal property as security for repayment, except as limited by S.C. Code Section 33-31-832;
- i. To be a promoter, partner, trustee, member, associate, or manager of any partnership, joint venture, trust, or other entity. When acting as a trustee of a trust in which it has beneficial interest, the corporation is not conducting a trust business with regard to that trust for purposes of S.C. Code Ann. Section 34-21-10;
- j. To conduct its activities, locate offices, and exercise the powers granted by these Bylaws within or without South Carolina;
- k. To elect or appoint directors, officers, employees, and agents of the corporation, define their duties, and fix their compensation;
- l. To pay pensions and establish pension plans, pension trusts, and other benefit and incentive plans for its employees;
- m. To make donations not inconsistent with law for the public welfare or for charitable, religious, scientific, or educational purposes and for other purposes that further the corporate interest;
- n. To accept gifts, devises, and bequests subject to any conditions or limitations, contained in the gift, devise, or bequest, so long as the contributions or limitations are not contrary to the South Carolina Nonprofit Corporation Act or for purposes for which the Association is organized;
- o. To impose fees, dues, and assessments upon its members;
- p. To establish conditions for admission of members, to admit members, and to

issue memberships;

q. To carry on a business;

r. To do all things necessary or convenient, not inconsistent with federal or state law, to further the activities and affairs of the corporation.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of seven (7) Directors and such Board shall have control over the affairs and business transactions of the Association, including the setting of **fees**, dues, and assessments, and may authorize the exercise of the Association's affairs. The Board of Directors shall consist of seven (7) Directors who shall hold office until the election of their successors. Elections shall be held on the third Saturday in March of each year at a time to be selected by the Board.

Each Board Member will be elected to serve a three (3) year term. Board Members may only serve for two (2) consecutive terms.

Section 2. Vacancies in the Board shall be filled by vote of the majority of the remaining Directors, any such appointed Director to hold office during the unexpired term of his/her predecessor.

Section 3. Removal of Director/Directors: At any scheduled meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with cause, by a majority of the Members. A director whose removal has been proposed by a member or members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. A majority vote of the directors at a meeting at which a quorum is present may remove a director for being more than thirty (30) days delinquent on any assessed fees, dues, assessments or after a judicial determination that a director is in violation of one of the restrictive covenants, or after a director has missed three (3) consecutive meetings.

Section 4. Voluntary Service: All members of the Board shall serve without compensation or remuneration.

ARTICLE IX ELECTION OF BOARD: NOMINATING COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. Nominees must be voting members in good standing except Association employees and their immediate family who are not eligible for nomination. At such election, the members themselves or by their absentee ballots or by proxy, may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. Proxies shall be voted by a majority of the Board of Directors. Proxies will be accepted the day of the annual meeting.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee which shall be an ad hoc committee established by the Board approximately four (4) months prior to the annual meeting.

Section 3. The Nominating Committee shall make nominations for election to the Board, not less than one person for the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 5, subsection c, and shall be made in advance of the time fixed in Section 2 for the mailing of such ballots to members.

Section 4. The Nominating Committee shall not nominate any person for election to the Board who is not current in their fees, dues, and assessments and who is in violation of any applicable restrictive covenant, these Bylaws, or any rule or regulation authorized by and issued under these Bylaws. The Nominating Committee must investigate any potential nominee to determine if the potential nominee is current as to all fees, dues, and assessments and in compliance with all restrictive covenants, these Bylaws, or any rule or regulation authorized by and issued under these Bylaws.

Section 5. All elections to the Board shall be made on written ballot which shall:

- a. describe the vacancies to be filled;
- b. set forth the names of those nominated; and
- c. contain a space for a write-in vote by the Secretary to the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least twenty (20) days but not to exceed thirty (30) days in advance of the date set forth therein for a return (which shall be a date not later than one (1) business day before the annual meeting or special meeting called for elections).

Section 6. No person or persons may become a Board member, even if elected to a vacancy, if they are not current as to their fees, dues, and assessments and in compliance with all applicable restrictive covenants, these Bylaws, and all rules or regulations authorized by and raised under these Bylaws no matter whether elected after being nominated and put on a ballot, elected by absentee ballots, elected by votes of proxy, or elected as a write-in candidate.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board shall have the power:

- a. To do those things enumerated in Article VII, Section 1 unless any such power has been expressly reserved for membership consideration and action;
- b. To call special meetings of the Members whenever it deems necessary with seven (7) days notice;
- c. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem appropriate. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member of the Association in any capacity whatsoever.
- d. To exempt, in its discretion, from fees, dues, and assessments those lots, other than the first lot, in those cases where a lot purchaser has purchased more than one (1) adjoining lot;
- e. To explore alleged violations of a restrictive covenant or covenants and to authorize initiation of legal proceedings to halt and correct any such violations;
- f. To pursue delinquent or refused payment of any fees, dues, and assessments and to determine the appropriate means of collection in each instance of delinquency or refusal, including, if appropriate, the initiation of legal proceeding to effect collections;
- g. To explore the acquisition of and to acquire common properties so long as the cost of acquisition does not exceed One Hundred Thousand (\$100,000.00) Dollars;
- h. To promulgate and enforce traffic regulations and speed limits for

Association roads and to impose fines for violations of said regulations and limits.

- i. To consider and effect maintenance, improvement, or expansion of common properties or amenities;
- j. To consider and implement any insurance coverage necessary to protect Association interests or properties;
- k. To facilitate, through encouragement and support lounge and restaurant ventures;
- l. To explore and authorize legal action on behalf of the membership;
- m. To affect such compromise as is in the best interests of the Association;
- n. To explore and foster, if deemed appropriate, community services;
- o. To, after the specified notice, enter upon the property of a member to remedy the existence of abandoned, deteriorated, or dangerous structure or condition;
- p. To hire security personnel to maintain the peace, to protect property and property owners, to warn of restrictive covenant violations, to enforce traffic regulations and speed limits on Association roads, to issue tickets for violations of traffic regulations and speed limits and to do all things permitted by South Carolina law of security personnel including effecting arrests;
- q. To adopt and publish regulations governing the use, protection, and preservation of the Common Properties;
- r. In the event that any member of the Board shall be absent from three (3) consecutive regular meetings of the Board, the Board shall, by action taken at the meeting during which said third absence occurs, declare the office of said absent director to be vacant and the Board shall, by majority vote, appoint replacement director as soon thereafter as feasible; in the event of a tie in a Board vote, there will be a special election by the members to fill the vacant position.
- s. To adopt rules and regulations concerning use of the common properties, the property in any particular section within the development, or the property within the development in its entirety, so long as said rules and regulations do not conflict with the restrictive covenants applicable to any particular property;
- t. To charge use fees for the use of any particular amenity that becomes excessively costly to operate or maintain;
- u. To regulate the use of signs and signage within the development and in accordance therewith to adopt and promulgate rules and regulations pertaining to signs and signage within the development;
- v. To rent space and enter into contracts with third parties to further restaurant and lounge ventures within the clubhouse;

Section 2. It shall be the duty of the Board:

- 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;
- b. To record, transcribe, and summarize minutes of all Board meetings except those instances in which the Board meets in Executive Session due to the need to consider, discuss, or take action on legal issues, issues in litigation, employee evaluations, or employee salaries;
- c. To supervise all Officers, agents, and employees of this Association, to see that their duties are properly performed, and to provide for any training needed for said Officers, agents, and employees;

- d. To fix the amount of any fees, dues, or assessments imposed on the membership by the method provided in these Bylaws for such fees, dues, or assessments not less than thirty (30) days in advance of the date on which said fees, dues, or assessments are imposed;
- e. To prepare a roster of the Properties, and fees, dues and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member upon two (2) weeks written notice by said member;
- f. To send written notices of all fees, dues, and assessments to every Owner subject thereto;
- g. To issue, upon demand by any Owner, a certificate setting forth whether his/her fees, dues, and assessments have been paid. Such certificate shall be conclusive evidence of payment or lack of payment of the fees, dues, and assessments therein referenced.

ARTICLE XI BOARD MEETINGS

Section 1. Annual Meetings: The annual meeting of the Board of Directors shall be held without other notice than this bylaw provision immediately after, and at the same place as the annual meeting of the members.

Section 2. Regular Meetings: Regular meetings of the Board of Directors shall be held quarterly and as deemed necessary.

Section 3. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, as the place for holding any special meeting of the Board of Directors called by them.

Special meetings of the Board of Directors shall be limited to the specific subject for which the meeting was called.

Section 4. Notice: Notice of any special meeting shall be given to each Board member at least three (3) days prior to the meeting. Notice of the regular meetings will be posted at the Association office, the security office, and the comfort station bulletin boards and other venues as deemed necessary seven (7) days prior to the meeting. Minutes will be available for review in the Association office. Any Director may waive notice of any meeting.

Section 5. Quorum: The presence of four (4) Directors shall constitute a quorum for the transaction of any business at any meeting of the Board of Directors.

Section 6. 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.

Section 7. Proceedings: Board meetings will be conducted under Robert's Rules of Order, Revised.

Section 8. Executive Session: The Board may meet in executive session, without membership being present, in any instance where discussion or announcement of the particular topic would thwart the Association's pursuit of any matter or result in dissemination of information to parties with interests adverse to those of the Association. Executive Sessions may only be used for consideration, discussion, and action on legal issues, issues in litigation, employee evaluations, or employee salaries.

ARTICLE XII OFFICERS

Section 1. The Officers shall be a president, vice president, secretary, treasurer, and any other Officers deemed necessary.

Section 2. The Officers shall be chosen by the majority vote of the Directors at the annual meeting of the Board for a term of one (1) year.

Section 3. All Officers shall hold office during the pleasure of the Board.

Section 4. The president shall be charged with focusing upon and guiding the Board concerning the future needs of the Association including acquisitions, improvements, building projects, expansion and remodeling of existing amenities, community growth, and shall be ex officio of all committees.

Section 5. The vice president will carry out the duties of the President whenever the President is unable or otherwise prohibited from carrying his or her duties.

Section 6. The secretary or assistant secretary shall be ex officio to the president of the Board, shall be responsible for the recording of the votes and the keeping of the minutes of all proceedings in a book to be kept for that purpose. The secretary shall sign all certificates of membership or have a facsimile thereof affixed thereon. The secretary shall keep the records of the Association. The secretary shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members. Member's names and addresses shall not be available to the general public.

Section 7. 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, provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Membership. The treasurer or a person authorized by the treasurer, through written authorization, shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president, the vice president, or the POA manager.

Section 8. The treasurer shall be responsible for ensuring the keeping of proper books of account and causing an annual audit of the Association books to be made by an accountant at the completion of each fiscal year. The treasurer and the Budget Committee shall prepare an annual budget and an annual balance sheet statement. These responsibilities can be delegated. The annual budget is subject to membership approval.

ARTICLE XIII MEETING OF MEMBERS

Section 1. Annual Meetings: The annual meetings of Members shall be held on the third Saturday in March of each year at a time to be selected by the Board.

Section 2. Special Meetings: Special meetings of members may be called at any time by the President or by the Board of Directors, or on written request of five (5) percent of members who are entitled to vote.

Section 3. Notice of Meetings: Written notice of each meeting of members shall be given by or at the direction of the Secretary or other person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10), but not more than forty (40) 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 receiving notice. Such notice shall specify the day, hour, and place of the meeting and in case of a special meeting the purpose of meeting.

Section 4. Quorum: Unless otherwise required by these Bylaws or applicable law, a quorum shall be represented by Five (5%) per cent of the votes entitled to be cast on a matter.

Section 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. Proxies shall be revocable and the proxy of any owner shall automatically terminate on conveyance by him/her of said lot.

Section 6.

- a. Any action that may be taken at any annual or special meeting of Members, except a vote to remove a director under Article VIII, Section 3, may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter, in accordance with the provisions of the Alternative Voting Procedure, as defined in this section. All such votes shall be taken by written ballot and shall be kept confidential. A ballot, as well as written notice describing the matter to be voted upon, and other material necessary to insure voting control (the "Voting Materials") shall be delivered to all Members eligible to vote not less than twenty (20) days, nor more than forty (40) days before the date established by the Board for counting votes. Notice and delivery of the ballot and/or Voting Materials shall be deemed complete and delivered when the ballot is deposited in the United States Mail, first class mail, with appropriate and necessary postage affixed, addressed to the Member at his or her address as it appears on the records of the Association. A Member may elect to allow the Association to deliver such Member's Voting Materials (other than the ballot, which must be sent to the Members' by mail) to such Member by positing same on the Association's website, as set forth below. Members shall cast their votes by marking and returning the ballots as instructed herein.
- b. Election to Receive Voting Materials by Internet Posting. Members may elect to receive their Voting Materials (other than the ballot, which must be sent by mail) through posting of same on the Association's website. Such Members must complete and election form, which will be provided by the Association upon request of the Member, and deliver it to the Association administration office. Said election shall be effective 45 days after receipt by the Association. If a Member has made such an election, the Association shall include, with such Member's written ballot, the URL (Internet address) where the Voting Materials (other than the ballot), are posted. Such Member shall be deemed to have received such Voting Materials upon the mailing of such Member's written ballot, provided this section has been complied with.
- c. A written ballot shall:
 - i. Set forth each proposed action and
 - ii. Provide an opportunity to vote for or against each proposed action.
- d. Approval by written ballot pursuant to this section is valid only when the number of votes cast by written ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- e. All requests for votes by written ballot shall:
 - i. Indicate the number of responses needed to meet the quorum requirements;

- ii. State the percentage of approvals necessary to approve each matter other than election of directors; and
 - iii. Specify the time by which a ballot must be received by the Association in order to be counted.
- f. Members shall cast their voted subject to their voting rights as defined in these Bylaws. They shall record their vote by marking and returning the ballot as instructed thereon. Specific voting instructions and materials shall insure that only ballots from eligible voters are counted, and that the privacy of individual Members is maintained.
- g. Ballots marked and returned in accordance with instructions shall be counted, and totals certified, by either:
- i. The nominating committee or a group of members selected by the nominating Committee not currently serving on the Board. (A Member may, by request, observe the counting of the ballots by members); or
 - ii. At the option of the Board, by a professional independent auditing firm.
- h. A written ballot may not be revoked after it is submitted.
- i. Representative(s) designated by the Board shall be entitled to be present at the counting of any vote, and to inspect any ballots so counted.
- j. Voting results shall be given to the Board which will announce the results to the Membership.
- k. Unless otherwise required by these Bylaws or applicable law, a quorum shall be represented by 5% of the votes entitled to be cast on a matter.
- l. The term "Alternative Voting Procedure" shall mean the voting procedure set forth in this section.

Section 7. Voting Materials and other Information for Meetings of the Members: The Association may provide the Members with voting materials and other information with respect to upcoming meetings of the Members ("Voting Materials"). Such Voting Materials shall normally be mailed to the Members with the meeting notice. In the alternative, Members may elect to receive their Voting Materials (other than any ballot, which shall be mailed) through posting of said Voting Materials on the Association's website. Such Members must complete an election form, which will be provided by the Association upon request of the Member, and deliver it to the Association administration office. Said election shall be effective 45 days after receipt by the Association. If a Member has made such an election, the Association shall include, with such Member's meeting notice, the URL (Internet address) where the Voting Materials (other than the ballot, which shall be enclosed with the meeting notice), are posted. Such Member shall be deemed to have received such Voting Materials upon the mailing of such Member's meeting notice, provided this section has been complied with.

ARTICLE XIV COMMITTEES

- Section 1.** The standing Committees of the Association shall be the following:
- a. Architectural Control Committee
 - b. Budget Committee
 - c. Advisory Committee

Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for Board contact. All Chairmen and/or members of the Committees shall be appointed by the Board of Directors at the Board meeting following the annual membership

meeting 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 such annual meeting.

Section 2. The Architectural Control Committee shall consider all owner, renter, or user plans for erection, building, or placement. All members, owners, renters, or users shall submit to the Architectural Control Committee their plans for erection, building, or placement. Committee approval or disapproval shall be based on strict adherence to the restrictive covenants applicable to the lot in question and upon these Bylaws. In so doing the Architectural Control Committee shall assist the Board in enforcing the various restrictive covenants. The Committee shall be diligent to guard against any proposals, programs, or activities which may adversely affect not only the section where the lot in question is situated but the development as a whole.

For each plan submitted to it, the Architectural Control Committee will issue a written decision approving or disapproving the plan. The Committee shall cite reasons for disapproval or suggestions designed, if possible, to guide the owner, renter, or user toward a plan more likely to gain approval.

Any owner, renter, or user whose plan is disapproved may appeal by succinctly and in written form setting forth the basis for their appeal and submitting such appeal to the Board within thirty (30) days of their receipt of disapproval. Failure to so appeal shall bar any disapproved party from a belated appeal to the Committee, from pursuit of any action in magistrate's or circuit court, or any others legal or equitable remedy they might otherwise have.

Section 3. The Budget Committee shall aid in the annual audit in such ways as may be requested by the auditor. The Budget Committee shall compose its draft of the annual budget for consideration by the Board. The Membership shall have exclusive rights of approval over the annual budget.

Section 4. The Advisory Committee shall consist of one member of the Board of Directors who shall be Chairman and one (1) member for each of the other committees of the Association, and Board representation from the membership. Such member may be the Chairman or other committee member designated by the respective committees to represent that committee on the Advisory Committee. The function of the Advisory Committee is to advise the Board of Directors on matters of mutual interest.

Section 5. The Board of Directors, may, in its discretion, establish additional committees whose terms and membership will be determined by the Board of Directors.

ARTICLE XV FEES, DUES, AND ASSESSMENTS

Section 1. Power to Charge and Collect Dues and Assessments: The Association, through the vote of the Board of Directors, shall be empowered to charge, impose and collect all fees, dues, and assessments, provided for in each lot owner's applicable restrictive covenants and as otherwise permitted by these Bylaws for the purposes and in accordance with the provisions of this article.

In accordance with Article X, Section 1.d, the Board may, in its discretion, exempt the second adjoining lot owned by a lot purchaser from assessment, if the lot purchaser has purchased two (2) lots. Lot purchasers who purchased their lots from the entity which was the developer prior to the Foxwood Corporation or purchased their lot through a chain of title which does not include Foxwood Corporation and who do not agree by recorded instrument, to the payment of such maintenance and membership dues and fees as are set by the Foxwood Corporation or the Association for all lots shall be subject to the assessment set in the applicable covenants and

restrictions to their lots, plus those fees, dues, and assessments provided for in these Bylaws.

Developer memberships are exempt from the payment of any dues, fees, charges or assessments of any kind, and the Association and the membership shall not have any power to charge same for developer memberships. Developer memberships are exempt because (1) the developer paid for the construction of the common facilities and roads and (2) the developer will not use the facilities to the same extent that lot purchasers will use the facilities. If the Developer erects any habitable structure on any Developer held lot which is to be used or is used for residential, recreational, vacation, any parent, subsidiary and affiliate corporations of the Developer or its officers, directors, agents, servants, representatives, successors, or assigns, then the Developer shall thereafter pay all dues, and assessments set in the restrictive covenants applicable to the lots, plus those fees, dues, and assessments provided and for in these Bylaws. As lots are sold, the purchaser becomes a dues paying member.

Section 2. Yearly Assessments: The Association is empowered to impose all lot owners' yearly assessments. The association is further empowered to set an amount for yearly assessments as to those lot owners who purchased their lot or lots from Foxwood Corporation, a successor corporation, or the developer prior to Foxwood Corporation and who agree, by recorded instrument, to pay those fees, dues, and assessments as are set for those lot owners whose chain of title flows from Foxwood Corporation or a successor corporation to Foxwood Corporation. The Association is also empowered to set up an amount for yearly assessments as to those lot owners who purchased their lot or lots from a developer prior to Foxwood Corporation and who do not, by recorded instrument, agree to pay those fees, dues, and assessments as are set for those members whose chain of title flows from Foxwood Corporation or a successor corporation to Foxwood Corporation. Both such yearly assessments shall be set so as to enable the Association to meet the approved yearly budget and all monies so collected shall be deposited into the operating account of the Association.

Section 3. Special Assessments: The Association through the vote of the Board of Directors is empowered to impose and collect special assessments from each lot owner. These special assessments may be imposed and collected for road maintenance, the purchase of assets, pool maintenance, building projects, expansion projects, engineering studies, the remodeling of amenities, and Association satisfaction of adverse judgments, and the like. The amount charged by way of special assessment shall be equally divided among all lot owners.

Section 4. Emergency Assessments: The Association through vote of the Board of Directors is empowered to impose and collect emergency assessments from each lot owner. Those emergency assessments may be imposed and collected in response to destruction from catastrophic events, manmade or natural, and from maintenance needs of an emergent nature. The amount charged by way of emergency assessment shall be equally divided among all lot owners.

Section 5. Specific Assessments: The Association through direction of the Board is empowered to impose and collect specific assessments from owners for the following and for the amounts specified, which amounts may be changed as needed at the discretion of the Board:

a. Non-Refundable Fees

- i. Lot Construction with heavy equipment \$250.00
- ii. New Construction or Addition To Structure \$250.00
- iii. Mobile Home Placement \$ 250.00
- iv. Driveway - Using Five (5) Ton Truck \$ 250.00
- v. Removal of abandoned, deteriorated, or dangerous structure or

property Actual Cost

- b. Refundable Permit Fees
 - i. Houses \$1000.00
 - ii. Mobile Homes \$1000.00
 - iii. RV Placement \$ 500.00

- c. Use Fees Charged to each user if necessary

Section 6. Assessments For Legal Fees and Costs: The Association is empowered, when an authorized legal endeavor or action is undertaken, and when that endeavor or undertaking is for benefit of the membership as a whole as opposed to the Association, to at the conclusion of said endeavor or action, assess each member a prorated share of the final attorney fees and costs incurred in pursuit of the endeavor or action.

Section 7. Lien for Fees, Dues, and Assessments. All sums assessed against any lot pursuant to these Bylaws, together with late charges, interest, costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the lot is located. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to the Association duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any lot after the effective date of these Bylaws shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for fees, dues, and assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 8. Effect of Nonpayment of Dues and Assessments: Remedies of the Association:

Any fees, dues, and assessments or installments thereof that are not paid when due shall be delinquent. Any fees, dues, and assessments or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may from time to time determine. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, twelve percent (12%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each owner vests in the Association or its agents the right and power to bring all actions against such owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article 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 the lot at foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No owner may waive or otherwise exempt himself from liability for the fees, dues,

and assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of any fees, dues, and assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under these Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay fees, dues, and assessments being a separate and independent covenant on the part of each owner.

ARTICLE XVI COLLECTION ACTIONS AND ENFORCEMENT ACTIONS

Section 1. Collection Actions: Should all efforts on the part of the Association to collect any fee, dues, or assessments imposed on a lot owner, such as collection agencies, liens, letters, the accrual of interest, and suspension of membership, fail, then the Association may as determined by the Board bring a collection action in the Court of Common Pleas for the Tenth Judicial Circuit, Oconee County. If the Association prevails, the defendant lot owner shall reimburse the Association for all attorney fees and costs incurred by the Association. This provision shall be deemed a contractual provision permitting the Association to be reimbursed for all attorney fees and costs. The Association shall only be liable for attorney fees and costs to a defendant lot owner if there is a judicial determination by the Court of Common Pleas that the Association pursued the collection action in bad faith.

Section 2. Enforcement Actions: Should the Association have to resort to seeking a mandatory or prohibitory injunction for a lot owner's violation of a restrictive covenant, Bylaw provision, promulgated rule or regulation and should the Association succeed in obtaining such mandatory or prohibitory injunction, the defendant lot owner shall reimburse the Association for all attorney fees and costs incurred by the Association. This provision shall be deemed a contractual provision permitting the Association to be reimbursed for all attorney fees and costs. The Association shall only be liable for attorney fees and costs of a defendant lot owner if there is a judicial determination by the Court of Common Pleas for the Tenth Judicial Circuit, Oconee County, that the enforcement action was pursued in bad faith.

ARTICLE XVII SECURITY FORCE

Section 1. Creation: The Board is authorized to set up, maintain, and supervise a security force comprised of qualified security personnel. All security personnel must pass a SLED and Federal background check prior to employment. All security personnel must satisfy the requirements under South Carolina law to carry a firearm.

Section 2. Powers: All security personnel shall possess all powers including the power to arrest permitted and delegated to security personnel under South Carolina Law.

Section 3. Jurisdiction: The jurisdiction of Foxwood Hill security personnel shall be confined to the parameters of those properties within the Foxwood Hills development and those private roads within the development.

Section 4. Traffic Regulation: Upon the promulgation and posting of traffic regulations, including speed limits, by the Association, security personnel shall have the authority to enforce those regulations and use all means necessary to do so

including but not limited to the use of radar guns and utilization of the arrest powers of security personnel.

Section 5. Membership and Guest Response to Traffic Stops. Anyone using the roads within the Foxwood Hills development submits himself or herself to the jurisdiction of the Association's security personnel for the purpose of traffic regulations. Members, guests, and visitors must stop when approached by security vehicles whose lights are flashing. Failure to so stop shall make the drivers subject to being ticketed for failing to stop.

ARTICLE XVIII USE RESTRICTIONS AND RULES

Section 1. Residential Use: All lots shall be used for residential purposes exclusively. Leasing of a lot shall not be considered a business or business activity. However, the Board may, but shall not be obligated to, permit a lot to be used for business purposes so long as such business, in the sole discretion of the Board, is consistent with the residential character of the development.

The Board may issue rules regarding permitted business activities. The existence or operation of a business shall not be detectable by sight, sound, or smell from the exterior of the residence; shall not involve persons coming into the development who do not reside in the development; shall not involve door to door solicitation of residents of the development; shall conform to all restrictive covenants, Bylaw, or other rule or regulation requirements; shall not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance; and shall not increase traffic flow or parking congestion.

The term "business," as used in this provision, shall be construed to have its ordinary, generally accepted meaning, and shall include without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (I) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this section.

Section 2. Prerequisites for Construction, Erection or Placement. In keeping with the restrictive covenants regulating the various sections within the Foxwood Hills development and those lots therein, no construction, erection, alteration, modification, addition, or placement is permitted until a Member submits a plan for the same to the Architectural Control Committee and has received approval for the submitted plan. Should Architectural Control Committee response require amendment or modification of the plan originally submitted, the Member must verify in writing that the amendment or modification will be effected before the proposed construction, erection, alteration, modification, or placement may take place. Submitted plans must show at least the nature, kind, shape, height, materials, and location of the anticipated project or placement.

The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Control Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights and responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have all authority to act on behalf of the Architectural

Control Committee for all matters so delegated. Written design guidelines and procedures may be promulgated for the exercise of their review, which guidelines may provide for a review fee.

If the Architectural Control Committee fails to approve or disapprove submitted plans and specifications within forty-five (45) days after the plans and specifications have been submitted to it, the plan will be deemed approved. However, all activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans.

As a condition of approval under this section, each owner, on behalf of such owner and such owners' successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any changes, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an owner may be made to verify such condition of approval by recordable written instrument acknowledged by such owner on behalf of such owner and such owner's successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after a reasonable notice, to enter upon any lot to inspect for the purpose of ascertaining whether or not the restrictive covenants or these Bylaws have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable for damages to anyone submitting plans and specifications to any of them for approval, or to any owner of a lot or lots affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quit claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 3. Vehicles: The term "vehicles," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, ATV's, scooters, go-carts, trucks, campers, buses, vans, automobiles, and golf carts. All vehicles shall be parked in garages, driveways or other parking areas approved by the Association.

No vehicle may be left upon any portion of the community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if the vehicle is in such condition that it cannot be operated on public streets. After the five (5) day period, the unlicensed or inoperable vehicle shall be designated a nuisance and towed from the development at the direction of the

Association and at the lot or vehicle owner's expense. Prior to expiration of the five (5) day period, the Association shall attempt to notify the lot owner or vehicle owner, through security personnel or by mail, of the ongoing violation of this provision.

No recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior exceeding forty (40) feet in length shall be temporarily kept or stored in the community for any period in excess of seventy-two (72) hours unless kept in a garage or other area approved by the Architectural Control Committee. Upon expiration of the seventy-two (72) hour period, the Association shall attempt to notify the lot owner or vehicle owner, through security personnel or by mail, of the violation of this Bylaw provision. Twelve (12) hours after such attempt at notification, the recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior shall be designated a nuisance and towed at the direction of the Association and at the lot or vehicle owner's expense.

No boat and trailer in excess of forty (40) feet in length shall be temporarily kept or stored in the community for a period in excess of seven (7) days unless kept in a garage or other area approved by the Architectural Control Committee. Upon expiration of the seven (7) day period, the Association shall attempt to notify the lot owner or boat owner, through security personnel or by mail, of the violation of this Bylaw provision.

One (1) day after such attempt at notification, the boat or boat and trailer shall be designated a nuisance and towed at the direction of the Association and at the lot owner's or boat owner's expense.

If a lot owner or vehicle, motor home, mobile home, or boat owner does not have a garage or access to a garage, the owner must petition the Architectural Control Committee for an area to keep their vehicle, motor home, mobile home, or boat. The Architectural Control Committee shall either mandate where the vehicle, motor home, mobile home, or boat may be kept or mandate that the vehicle, motor home, mobile home, or boat may not be kept in the development. Any dissatisfied applicant shall appeal to the Board in writing within fifteen (15) days of notification from the Architectural Control Committee or shall immediately after the fifteen (15) day period place or remove the vehicle, motor home, mobile home, or boat in accordance with the decision of the Architectural Control Committee. If not placed or removed in keeping with the Architectural Control Committee's decision after the specified fifteen (15) day period, the vehicle, motor home, mobile home, or boat shall be towed at the direction of the Association and at the owner's expenses, unless a timely appeal has been made. If a timely appeal to the Board is made, the vehicle, motor home, mobile home, or boat shall be immediately placed or kept in accordance with the Board's majority decision. If not placed or removed in keeping with the Board's appellate decision, the vehicle, motor home, mobile home, or boat shall be towed at the direction of the Association and at the owner's expense.

No eighteen wheel trucks or the cabs or trailers of these trucks or trucks with a load capacity in excess of two (2) tons shall be parked, kept, or stored within the development; if so parked, kept, or stored the truck, cab, or trailer shall be designated a nuisance and towed at the direction of the Association and at the owner's expense. However, moving vans, service or delivery vehicles may be parked in the community for such period of time as is reasonably necessary to provide each service. Pick-up trucks are exempt from the above prohibitions.

No motorized vehicles shall be permitted on pathways or unpaved common property except for public safety vehicles and vehicles authorized by the Board.

If a lot owner does not have a garage or access to a garage for a recreational vehicle, motor home, towed vehicle, commercial vehicle, vehicle with commercial

writing on its exterior, or boat and trailer in excess of forty (40) feet in length, the lot owner must petition the Architectural Control Committee for placement, thereafter placement to be designated or refused by the Committee.

Section 4. Pets and Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any lot, unless so permitted by the lot's applicable restrictive covenants, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. However, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the owners or community may be removed by the Board. In addition, the Board by rule or regulation shall have the power to limit the number and types of pets which may be kept on a lot. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside, be on a leash held by a responsible person or otherwise confined in a manner acceptable to the Board. All owners and occupants keeping pets within the community shall comply with all applicable governmental ordinances and regulations. Without prejudice to the Board's right to remove any such household pets, the Board may prohibit a household pet that has caused damage or injury from being walked in the community. Animal control authorities shall be permitted to enter the community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

ARTICLE XIX FORMS OF NOTICE

Unless otherwise specified in other particular provisions in these Bylaws, the requirements for Notice in any situation where notice is required are satisfied and adequate as indicated below:

Section 1. Form: Notice may be written or oral.

Section 2. Oral Notice: Oral Notice is permissible if reasonable under the circumstances and is effective when communicated if communicated in a comprehensible manner.

Oral notice also includes notice through broadcast transmissions.

Section 3. Written Notice: Written Notice, if in a comprehensible form, is effective at the earliest of the following:

- a. when received;
- b. fifteen (15) days after its deposit in the United States mail, if mailed correctly, addressed to the last address of record with the Association and with first class postage affixed;
- c. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
- d. fifteen days after its deposit in the United States mail, if mailed correctly, addressed and with other than first class, registered, or certified postage affixed;
- e. written notice is correctly addressed to a member of a domestic or foreign corporation if addressed to the member's address shown in the corporation's current list of members;
- f. a written notice or report delivered as part of a newsletter, magazine or other publication regularly sent to members constitutes a written notice or report if addressed or delivered to the member's address shown in the

corporation's current list of members, or in the case of members who are residents of the same household and who have the same address in the corporation's current list of members, if addressed or delivered to one of such members, at the address appearing on the current list of members.

g. written notice is correctly addressed to a domestic or foreign corporation, authorized to transact business in this State, other than in its capacity as a member, if addressed to its registered agent or to its secretary at its principal office shown in its most recent Notice of Change of Principal Office and if none has been filed, in its articles of incorporation or application or certificate of authority.

ARTICLE XX GRANDFATHERING OF VARIANCES

There exist in various sections within the development violations of the applicable restrictive covenants. Subsequent to the adoption of these Revised Bylaws and prior to January 1, 2005, lot owners must petition the Association's Architectural Control Committee for a variance of a pre-existing violation of the applicable restrictive covenants.

A committee from each section will be appointed by the Board. The committee will thereafter inspect his or her section to determine if any violations are frequently repeated throughout their section. The committee will also survey the lot owners in their section to determine what variances the lot owners desire to recognize and permit. The committee should also seek to determine from his or her inspection and survey the exact scope of all suggested variances. Upon completion of the inspection and survey, the committee will report back to the Architectural Control Committee. The committee shall attempt to speak with as many lot owners in his or her section as possible.

Once a committee has reported his or her suggestions to the Architectural Control Committee, the Architectural Control Committee shall inform the members of the development as a whole of the variances, and the variances' scope, suggested for a particular section. Thirty (30) days after the Architectural Control Committee has disseminated suggested variances for a section to the members of the development as a whole, the Architectural Control Committee may begin to grant or deny petitions from a lot owner in the particular section.

In granting or denying petitions, the Architectural Control Committee shall consider input from lot owners outside a particular section.

Any lot owner allegedly aggrieved by a decision of the Architectural Control Committee may appeal to the Board within thirty (30) days of receiving the Architectural Control Committee's decision. The Board shall thereafter affirm or reverse the Architectural Control Committee's decision.

The Architectural Control Committee, and when necessary the Board, shall strive for consistency in deciding upon applications for variances. In rendering a decision, the Architectural Control Committee or Board may include suggested modifications that would result in an application being granted. Once a lot owner proves his variance has been modified in keeping with Architectural Control Committee or Board suggestions, the Architectural Control Committee may thereafter approve the application for a variance. Any variance granted passes with the title of the lot or lots so long as the structure granted a variance is not modified or changed.

ARTICLE XXI ROAD CONSTRUCTION AND MAINTENANCE

Section 1. Scope of Obligation: The scope of the Association's obligation as to the construction maintenance, or modification , of roads within the development, shall not include those obligations and responsibilities reserved to the developer, Foxwood Corporation, in a document styled "Memorandum of Understanding", being three (3) pages in length, dated May 23, 1993, and attached hereto as Exhibit A. The bankruptcy or dissolution of Foxwood Corporation, or any of its parent companies, shall not act to expand the scope of the Association's obligations and responsibilities as to the development's roads.

ARTICLE XXII GENERAL PROVISIONS

Section 1. Enforcement: Each owner and occupant shall comply strictly with the Bylaws, the rules and regulations, as they may be lawfully amended or modified from time to time, and with the restrictive covenants. The Board of Directors may impose fines and other sanctions, which shall be collected and provided herein for the collection of assessments. Failure to comply with these Bylaws, the restrictive covenants applicable, or other promulgated rules and regulations shall be grounds for actions for damages and injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by the aggrieved owner. In any such action for damages or injunctive relief brought by the Association, the Association shall be entitled to recover reasonable attorney's fees actually incurred and court costs incurred by the Association in bringing such action. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records office a notice of violation of the declaration, bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the owner who is responsible (or whose occupants are responsible) for violating the foregoing.

Section 2. Self Help: In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any lot or any portion of the community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which has been abandoned by the owner or allowed to deteriorate to the point of appearing dilapidated, has unreasonably deteriorated, or is unsafe.

Unless an emergency situation exists, the Board shall give the violating lot owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating lot owner and shall be collected as provided for herein for the collection of fees, dues, or assessments.

Section 3. Alternative Dispute Resolution: Any owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that owner or occupant may file any law suit against the Association, the Board, any Director, or any agent of the Association, the owner or occupant shall, in such instance and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the owners or occupants grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the

hearing to the person requesting the hearing.

The Board shall schedule this hearing for a date no less than seven (7) or more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 4. Sanitation: It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on his or her lot. No property within the community shall be used, in whole or in part, for the storage of any property or thing that will cause a lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any lot unless required by law. However, any siren or device for security purposes shall contain a device which causes it to automatically shut off within five (5) minutes.

Section 5. Abandoned Property: Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the common property or on the rights-of-way located within the community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the common property or on the rights-of-way located within the community in violation of this section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is moved in accordance with this section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity.

Notwithstanding anything to the contrary herein, the Board may elect to impose fines for improperly stored personal property, as set forth herein.

Section 6. Playground: Any playground or other areas or equipment located on the common property shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 7. Pool and Common Properties: Any pools or other play areas or equipment located on common property shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to the use thereof.

Section 8. Subdivision of Lot: No lot shall be subdivided or its boundary lines changed except with the prior written approval of the ACC Committee. The Association, however, hereby expressly reserves the right to re-plat any lot or lots owned by the Association. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 9. Fences: No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any lot, without the prior written consent of the ACC Committee. The ACC Committee

may issue guidelines detailing acceptable fence styles or specifications.

Section 10. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

Section 11. Firearms: The use or discharge of firearms and bows and arrows on the common property or outside of residence in the community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Hunting is permitted in the game management area, if any, only.

Section 12. Unsightly or Unkempt Conditions: The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the community except within garages located on lots. Routine maintenance of a vehicle completed in a reasonable period of time, such as changing a vehicle's oil, is permissible outside or without a garage.

ARTICLE XXIII PROXIES

Section 1. At all membership meetings, members may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a specific ballot issue. An open proxy cannot be used to vote for a member of the Board of Directors.

ARTICLE XXIV BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall, during reasonable business hours, be subject to the inspection of any Member, unless otherwise restricted or regulated within these Bylaws.

ARTICLE XXV CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: "Foxwood Hills Property Owners' Assn., Inc."

ARTICLE XXVI AMENDMENTS

Section 1. Origination: Amendments to the Bylaws may be proposed by the Board of Directors, a Bylaws Committee, or the members. Proposed amendments to the Bylaws originating from the membership must be endorsed by at least five (5) members in good standing, at least one (1) from each of the representative sections of the property (i.e. single family, RV, or mobile home).

Section 2. Procedure: Proposed amendments shall be submitted in writing to the Board of Directors for consideration at least ninety (90) days prior to the annual meeting of the Association. If the Board of Directors recommends modification of a proposal, the sponsors shall be so notified of the proposal modification. Should the sponsors find the modification unacceptable, the original proposal, together with the Board's recommendation, shall be submitted to the membership for action. Written

notice of any proposed bylaw change shall be sent to each voting member in good standing at least ten (10) days, but not more than fifty (50) days, prior to the annual meeting. The Board of Directors shall consider all proposed amendments and shall require a two-thirds vote of those members present and voting to be adopted. An amendment becomes effective at the close of the annual meeting at which it was adopted. Without limiting the forgoing, the Board may, at any time, submit amendments to these Bylaws for consideration by the Members at a special meeting of the Members called for that purpose, and/or the Board may submit such amendments for approval by the Members by mail using the Alternative Voting Procedures. Notwithstanding the method used for consideration, adoption of any amendment to these Bylaws shall require the affirmative vote by two-thirds of those members voting on the question. If such amendment is to be submitted for consideration at a special meeting of the Members, written notice of such proposed bylaw change shall be sent to each voting member in good standing at least ten (10) days, but not more than fifty (50) days, prior to the special meeting.

ARTICLE XXVII STANDARDS OF CONDUCT FOR AND LIABILITY OF DIRECTORS AND OFFICERS

Section 1. Standards of Conduct: A Director or Officer with discretionary authority shall discharge his duties as a Director or Officer, including his duties as a member of a committee, in good faith, with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner the Director or Officer reasonably believes to be in the best interest of the Association.

Section 2. Non-Tort Liability of Directors and Officers: A Director or Officer is not liable to the Association, a member, or any other person for action taken or not taken as a Director or Officer, if the Director or Officer acted in compliance with the previous section **of the Bylaws.**

Section 3. Directors and Officers Not Deemed Trustees: A Director or Officer shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association, including without limit, property that may be subject to restrictions imposed by the donor or transferor of the property. This is true even if Association governance documents refer to Directors or Officers as trustees.

Directors or Officers may otherwise be made trustees in connection with their directorships or offices, however.

Section 4. Tort Liability of Directors and Officers: All Directors and Officers are immune from suit arising from conduct of the affairs of the Association. The immunity from suit is removed when the conduct amounts to willful, wanton, or gross negligence.

Section 5. Determination of Whether Conduct of Director or Officer Satisfies Standard of Conduct: Termination of a proceeding by judgment, order, settlement, conviction or plea of nolo contendere or its equivalent is not, of itself, determinative that a Director or Officer did not meet the standard of conduct described in Article XXI, Section 1 and any other relevant portion of these Bylaws.

ARTICLE XXVIII INDEMNIFICATION

Section 1. Authority to Indemnify: The Association may indemnify an individual made a party to a proceeding, because the individual is or was a Director or Officer,

against liability incurred in the proceeding if the individual conducted himself in good faith and reasonably believed as to conduct in his official capacity that said conduct was in the Association's best interests and in all other cases that his conduct was at least not opposed to the Association's best interests and in a criminal proceeding that he had no reasonable cause to believe his conduct was unlawful.

Section 2. Circumstances Precluding Indemnification: The Association may not indemnify a Director or Officer under this section in connection with a proceeding by or in the right of the Association in which a Director or Officer, under this section, in connection with a proceeding by or in the right of the Association, in which a Director or Officer adjudged liable to the Association or in connection with any other proceeding charging improper personal benefit to the Director or Officer, whether or not involving action in his official capacity, in which the Director or Officer was adjudged liable on the basis that personal benefit was improperly received by the Director or Officer.

Section 3. Mandatory Indemnification: Unless limited by its Articles of Incorporation, the Association shall indemnify a Director or Officer who was a party because he is or was a Director or Officer of the Association against reasonable expenses actually incurred by the Director or Officer in connection with a proceeding, unless prohibited by the preceding section of the Bylaws.

Section 4. Advances for Expenses: The Association may, in an amount set by a vote of the majority of the then disinterested Directors, pay for or reimburse the reasonable expense incurred by a Director or Officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or Officer furnishes the Association a written affirmation of his good faith belief that he has met the standards of conduct promulgated in these Bylaws, the Director or Officer furnishes the Association a written undertaking, executed personally or on the Director's or Officer's behalf, to repay the advance if it is ultimately determined that the Director or Officer did not meet the standard of conduct, and determination is made that the facts then known to those making the determination would not preclude indemnification under these Bylaws or under Chapter 31 of Title 33 of the South Carolina Code. The required undertaking must be an unlimited general obligation of the Director or Officer, but need not be secured and may be an unlimited general obligation of the Director or Officer, but need not be secured and may be accepted without reference to financial ability to make repayment. Determinations and authorizations under these Bylaws must be made in the manner specified in Section 7.

Section 5. Court-Ordered Indemnification: Unless limited by the Association's Articles of Incorporation, a Director or Officer of the Association who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of such an application by the court, the Director or Officer must give the Association notice that a court is considering the applicant's request for indemnification.

Section 6. Determination and Authorization of Indemnification: The Association may not indemnify a Director or Officer under these Bylaws unless authorized in the specific case after a determination has been made that indemnification of the Director or Officer is permissible in the circumstances because the Director or Officer has met the standard of conduct set forth in these Bylaws. The determination must be made by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceedings; if however such a quorum cannot be obtained, then by majority vote of a committee duly designated by the Board of Directors, in which designated Directors who are parties may participate, consisting solely of two or more Directors not at the time parties to the proceedings;

by special legal counsel selected by the Board's duly designated committee, or, if a selection cannot be made by these means then by majority vote of the full Board including those Directors already parties to the proceeding. Directors who are at the time parties to the proceeding may not vote on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by a special legal counsel, authorization of indemnification and evaluation as to reasonableness of expense must be made by those entitled by these Bylaws to select counsel.