

BY-LAWS**OF****WESTBURY PARK RESIDENTIAL OWNERS ASSOCIATION, INC.****Article I****Name, Principal Office, Definitions**

- 1.1 **Name.** The name of the Association shall be Westbury Park Residential Owners Association, Inc., (hereinafter referred to as the "Association").
- 1.2 **Principal Office.** The principal office of the Association shall be located in Beaufort County, South Carolina. The Association may have such other offices, either within or outside the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3 **Definitions.** The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Westbury Park Residential Properties filed in the Office of the Register of Mesne Conveyances of Beaufort County, South Carolina (the "Declaration"), unless the context indicates otherwise.

Article II**Membership and Meetings**

- 2.1 **Membership.** The Association shall have two classes of membership, Class "A" and Class "B" as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.
- 2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designed by the Board either within the Properties or as convenient as possible and practical.
- 2.3 **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Members. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.
- 2.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Owners or Members representing at least 25% of the total

Class "A" votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided that the signature clearly acknowledges the substantive content or purpose of the petition.

2.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officer or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes of which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because of quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Members representing at least 25% of the total Class "A" votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be set forth in the Declarations, and such voting rights provisions are specifically incorporated by reference.

2.9 **Proxies.** On any matter as to which an Owner is entitled to personally cast the vote for his Unit, such vote may be cast in person or by proxy, subject to limitations of South Carolina law relating to use of general proxies and subject to any specific provisions to the contrary in the Declaration of these By-Laws. No proxy shall be valid unless signed by the Owner of the Unit for which it is given or his duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than 90 days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given.

2.10 **Majority.** As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible Members.

2.11 **Quorum.** Except as otherwise provided in these By-Laws or in the Declaration, the present of the Members representing 25% of the total Class "A" votes in the Association and the presence of a duly appointed representative of the Class "B" Member shall constitute a quorum at all meetings of the Association.

2.12 **Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.13. **Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of South Carolina. Such consent shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at the meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III

Board of Directors

A. Composition and Selection.

3.1 **Governing Body Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The Board of Directors shall

have the authority to delegate any of its duties to agents, employees, or others; provided, however, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2 Number of Directors. The number of directors in the Association shall be not less than three nor more than seven, as provided in Section 3.5. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

3.3 Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the termination of the Class "B" Control Period as defined in Section 6.3(b) of the Declaration.

3.4 Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filed by votes of Class "A" Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each election to serve until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many as nominations for election to the Board as it shall in its discretion determine. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Class "A" Members. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. All elections shall be held by mail. The Secretary shall cause notice of the elections to be mailed or delivered to each Owner at least 10 days prior to the closing date established by the Board for filing ballots. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified in accordance with the procedures described in subsection (a) above, and all candidates for each vacancy nominated by the Nominating Committee, if any. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be "election date."

Each Owner may cast the entire vote assigned to his Unit for each position to be filed from the state of candidates on which such Owner is entitled to vote. There shall be no cumulative voting.

On the election date, the Board or its designee shall open and count the ballots. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these By-Laws;

(a) Within 30 days after the time that Class "A" Members other than Builders own 25% of the Units proposed by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the President shall call for an election by which the Class "A" Members shall be entitled to elect one of the three directors, who shall be an at-large director. The remaining two directors shall be appointees of the Class "B" Member. The director elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

(b) Within 30 days after the time that Class "A" Members other than Builders own 50% of the Units proposed by the Master Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the Board shall be increased to five directors. The President shall call for an election by which the Class "A" Members shall be entitled to elect two of the five directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such director's terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 90 days after termination of the Class "B" Control Period, the President shall call for an election by which the Class "A" Member shall be entitled to elect three of the five directors, who shall serve as at-large directors. The remaining two directors shall be

appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is scheduled to occur within 90 days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) Not later than the first annual meeting after the termination of the Class "B" Control Period, the Board shall be increased to seven directors and an election shall be held. Six directors shall be elected by the Class "A" Members, with an equal number of directors elected from each Village and any remaining directorship filled at large by the vote of all Class "A" Members. Three directors shall serve a term of two years and three directors shall serve a term of one year, as such directors determine among themselves. Upon the expiration of each director's term of office the Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve the unexpired portion of the term. Thereafter, the Class "A" Members shall be entitled to elect a successor to fill such position.

The directors elected by the Class "A" Member shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the Class "A" Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time a Class "A" Member entitled to fill such directorship may elect a successor for the remainder of the term.

The Section shall not apply to directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting

from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member.

B. Meetings.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors.

3.10 Notice; Waiver of Notice.

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery, (ii) first class mail, postage prepaid; (iii) telephone communication either director to the director or to a persons at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) telephone facsimile, computer, fiber optics or other electronic communications device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices of special meetings of the Board shall also be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or other devices shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons

participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum of the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum of that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called by be transacted without further notice.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of the majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and exclude persons other than directors, to discuss matters of a sensitive matter, such as pending or threatened litigation personnel matters, etc.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administrations of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, these By-Laws, or South Carolina law do not direct to be done and exercised exclusively by the Voting Member or the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation;

- (a) preparation and adoption of annual budgets establishing each Owner's share of the Common Expenses and Service Area Expenses;
- (b) carrying out those duties and responsibilities authorized in the Declaration;
- (c) providing for the operation, care, upkeep and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association provided, any reserve fund may be deposited, in the director's best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatures required;
- (h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying insurance, as provided in the Declaration, providing for payment of all premiums and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to an prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area as may be determined necessary, in the sole discretion of the Board, to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by South Carolina law the Articles of Incorporation or the Declaration;

(p) cooperating with the members in upholding the Community-Wide standard; and

(q) assisting in the resolution of disputes between owners and others without litigation as set forth in the Declaration.

3.19 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of Plantation Properties, L.L.C. or Builders under the Declaration of these By-Laws, or interfere with development, construction of any portion of the Properties, or diminish the level of service being provided by the Association;

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions, approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Section 3.8, 3.9, and 3.10 and which notice shall except in the case of the regular meetings held pursuant to the By-Laws set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditures required to comply with applicable laws and regulations.

3.20 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in subparagraphs (a), (f), (i), (j), (n) and (o) of Section 3.18. The Plantation Properties, L.L.C., or an affiliate of Plantation Properties, L.L.C. may be employed as managing agent or manger.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period, unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days written notice.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise;

- (a) accrual accounting, as defined by generally accepted accounting principals, shall be employed;
- (b) accounting and control should conform to generally accepted accounting principals;
- (c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the year in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expenses activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year (1) a balance sheet, (2) an operating (income) statement, and (3) a statement of changes in financial position for the fiscal year.

3.22 **Borrowing.** The Association shall have the power to borrow money from any legal purposes; provided, the Board shall obtain Member approval in the same manner provided in Section 8.4 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt outstanding exceeds or would exceed 20% of the budgeted gross expenses of the Association for that fiscal year.

3.23 **Right to Contract.** The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational or other agreements with the Westbury Park Commercial Property Owners Association, Inc., and other owners or residents

associations within and outside the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.24 **Enforcement.** In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose monetary fines which shall constitute a lien upon the Unit of the violator and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest or invitee of a Unit violates the Declaration, Bylaws or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) **Notice.** Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to Article V, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, the Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) **Hearing.** If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Covenants Committee or if none has been appointed, then before the Board in executive session. The alleged violation shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in Article XIV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV Officers

4.1 Officers. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer. Officers may, but need not, be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Voting Members.

4.3 Removal and Vacancies. The Board may remove any officer whenever, in its best judgment, the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

Article V
Committees

5.1 **General.** The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

5.2 **Covenants Committee.** In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Bylaws.

Article VI
Miscellaneous

6.1 **Fiscal Year.** The fiscal year of the Association shall be the same as the fiscal year adopted by the Declarant.

6.2 **Parliamentary Rules.** Except as may be modified by Board resolution, **Robert's Rules of Order** (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration or these Bylaws.

6.3 **Conflicts.** If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of South Carolina law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

6.4 **Books and Records.**

(a) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, Bylaws and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) **Rules for Inspection.** The Board shall establish rules with respect to:

(i) notice to be given to the custodian of the records;

- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6 Amendment

(a) By Class "B" Member. Until termination of the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws. Thereafter, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation or judicial determination, (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units, or (iv) to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these Bylaws for any other purpose provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51% of the total Class "A" votes in the Association and the consent of the Class "B" Member, as long as such membership exists. In addition, the approval requirements set forth in Article XVI of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes

necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon recordation in the Official Records of Beaufort County, South Carolina, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Plantation Properties, L.L.C., Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, or the assignee of such right of privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Westbury Park Residential Owners Association, Inc., a South Carolina corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 28th day of December, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 28th day of December, 1998.

_____[SEAL]
Secretary

st.2-a:\disk#9\bylaws.wb

EXHIBIT "E"

Master Plan

Westbury Park

BEAUFORT COUNTY, SOUTH CAROLINA
 PLANTATION PROPERTIES, LLC
 14120 1600 BEAUFORT SOUTH CAROLINA

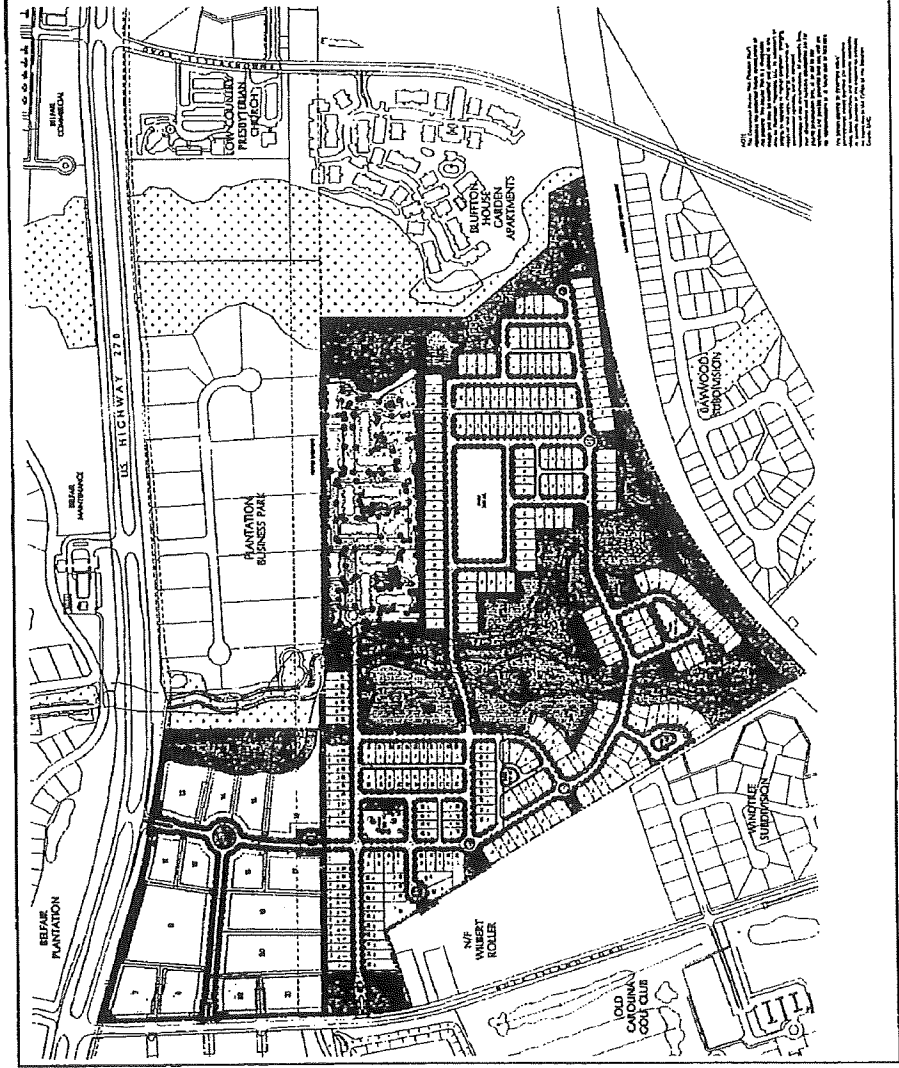
Lead Planners:
 Edward P. HARRIS/EDWARDS, LLC
 11000 North Beach, South Carolina
 Planning & Survey ENGINEERING COMPANY
 Savannah, Georgia

DEVELOPMENT SUMMARY

Item	Quantity
Lot Area (sq. ft.)	1,100,000
Lot Area (acres)	25.2
Lot Area (acres) - 100' wide	10.0
Lot Area (acres) - 150' wide	15.2
Lot Area (acres) - 200' wide	10.0
Lot Area (acres) - 250' wide	10.0
Lot Area (acres) - 300' wide	10.0
Lot Area (acres) - 350' wide	10.0
Lot Area (acres) - 400' wide	10.0
Lot Area (acres) - 450' wide	10.0
Lot Area (acres) - 500' wide	10.0
Lot Area (acres) - 550' wide	10.0
Lot Area (acres) - 600' wide	10.0
Lot Area (acres) - 650' wide	10.0
Lot Area (acres) - 700' wide	10.0
Lot Area (acres) - 750' wide	10.0
Lot Area (acres) - 800' wide	10.0
Lot Area (acres) - 850' wide	10.0
Lot Area (acres) - 900' wide	10.0
Lot Area (acres) - 950' wide	10.0
Lot Area (acres) - 1000' wide	10.0
Lot Area (acres) - 1050' wide	10.0
Lot Area (acres) - 1100' wide	10.0
Lot Area (acres) - 1150' wide	10.0
Lot Area (acres) - 1200' wide	10.0
Lot Area (acres) - 1250' wide	10.0
Lot Area (acres) - 1300' wide	10.0
Lot Area (acres) - 1350' wide	10.0
Lot Area (acres) - 1400' wide	10.0
Lot Area (acres) - 1450' wide	10.0
Lot Area (acres) - 1500' wide	10.0
Lot Area (acres) - 1550' wide	10.0
Lot Area (acres) - 1600' wide	10.0
Lot Area (acres) - 1650' wide	10.0
Lot Area (acres) - 1700' wide	10.0
Lot Area (acres) - 1750' wide	10.0
Lot Area (acres) - 1800' wide	10.0
Lot Area (acres) - 1850' wide	10.0
Lot Area (acres) - 1900' wide	10.0
Lot Area (acres) - 1950' wide	10.0
Lot Area (acres) - 2000' wide	10.0
Lot Area (acres) - 2050' wide	10.0
Lot Area (acres) - 2100' wide	10.0
Lot Area (acres) - 2150' wide	10.0
Lot Area (acres) - 2200' wide	10.0
Lot Area (acres) - 2250' wide	10.0
Lot Area (acres) - 2300' wide	10.0
Lot Area (acres) - 2350' wide	10.0
Lot Area (acres) - 2400' wide	10.0
Lot Area (acres) - 2450' wide	10.0
Lot Area (acres) - 2500' wide	10.0
Lot Area (acres) - 2550' wide	10.0
Lot Area (acres) - 2600' wide	10.0
Lot Area (acres) - 2650' wide	10.0
Lot Area (acres) - 2700' wide	10.0
Lot Area (acres) - 2750' wide	10.0
Lot Area (acres) - 2800' wide	10.0
Lot Area (acres) - 2850' wide	10.0
Lot Area (acres) - 2900' wide	10.0
Lot Area (acres) - 2950' wide	10.0
Lot Area (acres) - 3000' wide	10.0
Lot Area (acres) - 3050' wide	10.0
Lot Area (acres) - 3100' wide	10.0
Lot Area (acres) - 3150' wide	10.0
Lot Area (acres) - 3200' wide	10.0
Lot Area (acres) - 3250' wide	10.0
Lot Area (acres) - 3300' wide	10.0
Lot Area (acres) - 3350' wide	10.0
Lot Area (acres) - 3400' wide	10.0
Lot Area (acres) - 3450' wide	10.0
Lot Area (acres) - 3500' wide	10.0
Lot Area (acres) - 3550' wide	10.0
Lot Area (acres) - 3600' wide	10.0
Lot Area (acres) - 3650' wide	10.0
Lot Area (acres) - 3700' wide	10.0
Lot Area (acres) - 3750' wide	10.0
Lot Area (acres) - 3800' wide	10.0
Lot Area (acres) - 3850' wide	10.0
Lot Area (acres) - 3900' wide	10.0
Lot Area (acres) - 3950' wide	10.0
Lot Area (acres) - 4000' wide	10.0
Lot Area (acres) - 4050' wide	10.0
Lot Area (acres) - 4100' wide	10.0
Lot Area (acres) - 4150' wide	10.0
Lot Area (acres) - 4200' wide	10.0
Lot Area (acres) - 4250' wide	10.0
Lot Area (acres) - 4300' wide	10.0
Lot Area (acres) - 4350' wide	10.0
Lot Area (acres) - 4400' wide	10.0
Lot Area (acres) - 4450' wide	10.0
Lot Area (acres) - 4500' wide	10.0
Lot Area (acres) - 4550' wide	10.0
Lot Area (acres) - 4600' wide	10.0
Lot Area (acres) - 4650' wide	10.0
Lot Area (acres) - 4700' wide	10.0
Lot Area (acres) - 4750' wide	10.0
Lot Area (acres) - 4800' wide	10.0
Lot Area (acres) - 4850' wide	10.0
Lot Area (acres) - 4900' wide	10.0
Lot Area (acres) - 4950' wide	10.0
Lot Area (acres) - 5000' wide	10.0
Lot Area (acres) - 5050' wide	10.0
Lot Area (acres) - 5100' wide	10.0
Lot Area (acres) - 5150' wide	10.0
Lot Area (acres) - 5200' wide	10.0
Lot Area (acres) - 5250' wide	10.0
Lot Area (acres) - 5300' wide	10.0
Lot Area (acres) - 5350' wide	10.0
Lot Area (acres) - 5400' wide	10.0
Lot Area (acres) - 5450' wide	10.0
Lot Area (acres) - 5500' wide	10.0
Lot Area (acres) - 5550' wide	10.0
Lot Area (acres) - 5600' wide	10.0
Lot Area (acres) - 5650' wide	10.0
Lot Area (acres) - 5700' wide	10.0
Lot Area (acres) - 5750' wide	10.0
Lot Area (acres) - 5800' wide	10.0
Lot Area (acres) - 5850' wide	10.0
Lot Area (acres) - 5900' wide	10.0
Lot Area (acres) - 5950' wide	10.0
Lot Area (acres) - 6000' wide	10.0
Lot Area (acres) - 6050' wide	10.0
Lot Area (acres) - 6100' wide	10.0
Lot Area (acres) - 6150' wide	10.0
Lot Area (acres) - 6200' wide	10.0
Lot Area (acres) - 6250' wide	10.0
Lot Area (acres) - 6300' wide	10.0
Lot Area (acres) - 6350' wide	10.0
Lot Area (acres) - 6400' wide	10.0
Lot Area (acres) - 6450' wide	10.0
Lot Area (acres) - 6500' wide	10.0
Lot Area (acres) - 6550' wide	10.0
Lot Area (acres) - 6600' wide	10.0
Lot Area (acres) - 6650' wide	10.0
Lot Area (acres) - 6700' wide	10.0
Lot Area (acres) - 6750' wide	10.0
Lot Area (acres) - 6800' wide	10.0
Lot Area (acres) - 6850' wide	10.0
Lot Area (acres) - 6900' wide	10.0
Lot Area (acres) - 6950' wide	10.0
Lot Area (acres) - 7000' wide	10.0
Lot Area (acres) - 7050' wide	10.0
Lot Area (acres) - 7100' wide	10.0
Lot Area (acres) - 7150' wide	10.0
Lot Area (acres) - 7200' wide	10.0
Lot Area (acres) - 7250' wide	10.0
Lot Area (acres) - 7300' wide	10.0
Lot Area (acres) - 7350' wide	10.0
Lot Area (acres) - 7400' wide	10.0
Lot Area (acres) - 7450' wide	10.0
Lot Area (acres) - 7500' wide	10.0
Lot Area (acres) - 7550' wide	10.0
Lot Area (acres) - 7600' wide	10.0
Lot Area (acres) - 7650' wide	10.0
Lot Area (acres) - 7700' wide	10.0
Lot Area (acres) - 7750' wide	10.0
Lot Area (acres) - 7800' wide	10.0
Lot Area (acres) - 7850' wide	10.0
Lot Area (acres) - 7900' wide	10.0
Lot Area (acres) - 7950' wide	10.0
Lot Area (acres) - 8000' wide	10.0
Lot Area (acres) - 8050' wide	10.0
Lot Area (acres) - 8100' wide	10.0
Lot Area (acres) - 8150' wide	10.0
Lot Area (acres) - 8200' wide	10.0
Lot Area (acres) - 8250' wide	10.0
Lot Area (acres) - 8300' wide	10.0
Lot Area (acres) - 8350' wide	10.0
Lot Area (acres) - 8400' wide	10.0
Lot Area (acres) - 8450' wide	10.0
Lot Area (acres) - 8500' wide	10.0
Lot Area (acres) - 8550' wide	10.0
Lot Area (acres) - 8600' wide	10.0
Lot Area (acres) - 8650' wide	10.0
Lot Area (acres) - 8700' wide	10.0
Lot Area (acres) - 8750' wide	10.0
Lot Area (acres) - 8800' wide	10.0
Lot Area (acres) - 8850' wide	10.0
Lot Area (acres) - 8900' wide	10.0
Lot Area (acres) - 8950' wide	10.0
Lot Area (acres) - 9000' wide	10.0
Lot Area (acres) - 9050' wide	10.0
Lot Area (acres) - 9100' wide	10.0
Lot Area (acres) - 9150' wide	10.0
Lot Area (acres) - 9200' wide	10.0
Lot Area (acres) - 9250' wide	10.0
Lot Area (acres) - 9300' wide	10.0
Lot Area (acres) - 9350' wide	10.0
Lot Area (acres) - 9400' wide	10.0
Lot Area (acres) - 9450' wide	10.0
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Lot Area (acres) - 9700' wide	10.0
Lot Area (acres) - 9750' wide	10.0
Lot Area (acres) - 9800' wide	10.0
Lot Area (acres) - 9850' wide	10.0
Lot Area (acres) - 9900' wide	10.0
Lot Area (acres) - 9950' wide	10.0
Lot Area (acres) - 10000' wide	10.0

NOTES:

1. All dimensions shown on this plan are approximate and subject to change without notice.
2. All lot areas are based on the current zoning ordinance.
3. All lot areas are based on the current zoning ordinance.
4. All lot areas are based on the current zoning ordinance.
5. All lot areas are based on the current zoning ordinance.
6. All lot areas are based on the current zoning ordinance.
7. All lot areas are based on the current zoning ordinance.
8. All lot areas are based on the current zoning ordinance.
9. All lot areas are based on the current zoning ordinance.
10. All lot areas are based on the current zoning ordinance.



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BEAUFORT COUNTY, S.C.
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