

OF

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Village Green Homeowners Association, Inc., hereinafter referred to as the "Association". The principle office of the corporation shall be located at 8761 Dorchester Road, Suite D, North Charleston, South Carolina 29420, but meetings of members and directors may be held at such places within Charleston or Dorchester Counties, South Carolina, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Village Green Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," "Greenway," "Area Reserved for Pond," "Drainage Retention Ponds," "Detention Areas," "Association Owned Streets" or "Community Recreational Facility," if any, including, but not limited to, walking paths, playground areas, subdivision entrances and landscaped islands on any plat of the property described on Schedule A attached hereto and duly recorded in the office of the RMC for Charleston County in accordance with the provisions of this Declaration.

Section 5. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area, Greenway Common Open Space, Community Recreational Facilities.

Playground Areas, Detention Areas, streets or ponds shown on any recorded map. In the event any Lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plate, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

Section 6. "Declarant" shall mean and refer to Centex Real Estate Corporation, and shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to Centex Real Estate Corporation, shall be a Declarant during such period of time as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Single-Family Detached Home" shall mean and refer to a single-family residence which is not attached to any other single-family residence.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the Ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) **Class A Lot.** Class A Lots shall be all lots except Class B Lots as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots shall be as follows:

(1) **Single-Family Detached Homes.** The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(b) **Class B Lots.** Class B Lots shall be all lots owned by Declarant which have not been converted to Class A Lots as provided in paragraphs (1) or (2) below, the Declarant shall be entitled to three (3) votes for each Class B Lot owned by Declarant.

The Class B Lots shall cease to exist and shall be converted to Class A Lots:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, that the Class B Lots shall be reinstated with all rights privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 2000, whichever event shall last occur.

When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other owners of Class A lots.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, contract purchasers and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds (2/3) of the votes appurtenant to all Class A Lots and at least two-thirds (2/3) of the votes appurtenant to all Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that the subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of

the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence in Dorchester County, South Carolina. Members are responsible for the conduct of his family and guests.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Dorchester County, South Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association but no later than the third Wednesday in January 1995, and each subsequent regular annual meeting of the members shall be held on the third Wednesday in January of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, Secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

Section 3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with Section 2 of this Article. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4. Place of Meetings. All meetings of the members shall be held at such place, within Charleston or Dorchester County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 5. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by hand delivery, not less than 15 days nor more than 50 days before the date of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a member in writing of the notice required herein signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 8. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Association to be kept in the Association minute book.

Section 9. Parliamentary Procedures. At all meetings, "Roberts Rules of Order, Revised" shall govern for any questions of procedure not covered by the Bylaws.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three until the first annual meeting of the Association. Thereafter the Board shall consist of at least three (3) Directors and not more than nine (9) Directors. At the first annual meeting the members shall elect one director to serve for a term of one year, one director to serve for a term of two years and one director to serve for a term of three years. At each annual meeting thereafter the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be members of the Association.

Section 3. Successive Term and Re-election. A Class A member of the Association may not be elected to successive three-year terms on the Board. This shall not prevent the re-election of the three directors elected at the first Annual Meeting to serve the initial one-year term and two-year terms. A Class A member may be re-elected to the Board after a minimum of one year as a non-member of the Board.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5. Election. Except as provided in section of this Article, the directors shall be elected at the annual meeting of the members, by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

Section 6. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 7. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

Section 8. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 9. Bonds. The Board of Directors may by resolution require any or all officers, agents and employees of the Association to give a bond to the Association with sufficient sureties conditioned on the faithful performance of the duties of their respective offices or positions and to comply with such other conditions as may from time to time be required by the Board of Directors.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

Section 6. Parliamentary procedures. At all meetings "Roberts Rules of Order, Revised" shall govern for any question of procedure not covered by the Bylaws.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on thirty (30) days of less notice and any management contract made with the Declarant shall be for a period not to exceed three years;

(f) employ attorneys to represent Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities, upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties; and

(h) 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 expedient.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots.

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

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

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year.

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days and before January 1 of each year;

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

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

(e) procure and maintain adequate liability insurance covering the Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal property owned by the Association;

- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area and all facilities erected thereon to be maintained; and
- (h) cause individual properties to be maintained if required by the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

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

Vice-President

(b) the vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its' purpose. The Board of Directors making the appointment of a committee shall designate a chairman of said committee.

ARTICLE XI

BOOKS AND RECORDS

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

ARTICLE XII

ASSESSMENTS

As more fully provided in Article V of the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of Eight (8%) percent per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Village Green Homeowners Association, Inc., South Carolina, 1993.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present at a meeting duly called for such purpose in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the Declaration shall control.

VIOLATION OF RULES AND REGULATIONS

Failure to abide by any Rules or Regulations published by the Association shall be grounds for an action, brought by the Association or any aggrieved Owner, to recover damages, or obtain injunctive and equitable relief, or both. In addition to these remedies, in the event of violation by an Owner of any rules or regulations, such Owner's voting rights and rights to use the recreational facilities may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. The duration of such suspension shall be set by the Board and shall not exceed sixty days for each violation. Such hearing shall only be held by the Board after giving the Owner ten (10) days' prior written notice which specifies each alleged violation and sets the time, place and date of the hearing. A determination of the violation and the time of suspension or other sanction shall be made by a majority vote of the Board. The Owner shall have the right to appeal any adverse ruling of the Board and shall be entitled to a hearing de novo before the membership of the Association, at which the general requirements of due process shall be observed. Upon an appeal by an Owner of a decision by the Board, a special meeting shall be held within sixty (60) days from the decision by the Board, but the decision of the Board shall remain in effect unless overruled by a majority vote of the members present at the special meeting.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and officer of the Association, and each former director and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of his or her being or having been such director or officer of the Association (whether or not he or she is a director or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for willful misfeasance or malfeasance in the performance of his or her duty as such director or officer. In case of the settlement of any action, suit or proceeding to which any director or officer of the Association, or any former director or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his or her being or having been a director or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding.

(whether or not he or she is a director or officer at the time of incurring such costs and expenses) to the extent that such costs and expenses are not reimbursed as part of the settlement, if (a) the Association shall be advised by independent counsel that, in such counsel's opinion, such director or officer did not commit willful misfeasance or malfeasance in the performance of his or her duty as such director or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such director or officer (and all other directors and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such directors and officers as a result of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such director or officer of such costs and expenses. The phrase "disinterested members" shall mean members of the Association other than (i) any director or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such director or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such director or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such director or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representative of each such director or officer, and shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law or under the Declaration, any vote of the Association members or any agreement. The Board may purchase and maintain such Directors' and officers' Liability Insurance as it shall deem appropriate, and premiums for such insurance policies shall be deemed for all purposes proper expenses of the Association.

ARTICLE XVII

MISCELLANEOUS

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

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Village Green Homeowners Association of Charleston, Inc., a South Carolina corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Village Green Homeowners Association of Charleston, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 3rd day of March, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15 day of March 2005. VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

Karen E Koh
Secretary

[Signature]
Witness

[Signature]
Witness

The foregoing instrument was acknowledged before me by its maker. Sworn before me this 15 day of March year of 2005.

[Signature]

Seal

Notary Public for South Carolina

My commission expires Aug 2008

REC'D. PAYMENT 9-25-07
PER CLERK
RMC OFFICE slu
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
) FIRST AMENDMENT TO THE
) BYLAWS OF VILLAGE GREEN
) HOMEOWNERS ASSOCIATION,
) INC.

THIS FIRST AMENDMENT to the Bylaws of Village Green Homeowners' Association, Inc., is date September 20, 2007.

WHEREAS the Bylaws of Village Green Homeowners Association, Inc. were adopted on March 3, 1993; and

WHEREAS said Bylaws were recorded in the RMC office for Charleston County, South Carolina, on March 15, 2005, in Deed Book G 529 at Page 769; and

WHEREAS the Village Green Homeowners Association, Inc., held a special meeting on September 17, 2007, which was duly noticed to all members, and as certified by the officers of the Association in the Certificate of Authority attached hereto;

NOW THEREFORE, pursuant to Article XIV, Section 1 of the Bylaws, upon vote of a majority of a quorum of members present at a meeting duly called for such person in person or by proxy, the Bylaws as originally recorded in Deed Book G 529 at Page 769, are hereby amended to add the following provision, which shall be effective as of the date this Amendment is accepted for recording at the office of the RMC, Charleston County.

ARTICLE XVIII

FINES

Failure of a Member to comply with the Covenants and Bylaws of Village Green Homeowners Association, Inc. (hereinafter "Association") as amended, shall result in the imposition of fines of twenty five dollars (\$25.00) per day, per violation. Said fines shall only be effective after written notice is sent to the noncomplying member which outlines the violation(s), and a reasonable amount of time as specified by the Board for the noncomplying member to cure said violation(s). Said fines shall continue to accrue daily until the member cures the violation and is deemed by the Board to be in compliance with the Covenants and Bylaws. Should the member be deemed by the Board to be in compliance, but thereafter violate the same provision within one (1) year from the date of original notice of the prior violation, the Board may levy further fines as provided in this Amendment, without having to provide new notice to the noncomplying member.

The noncomplying member is further responsible for all costs incurred by the Association for enforcing the Covenants and Bylaws, which include attorney's fees, property management fees, and any additional costs and fees associated with the collection of these debts. Should a noncomplying member refuse to pay all fines associated herewith, the Association may seek all legal and equitable remedies through appropriate court action. Furthermore, the Association may place a lien on the noncomplying member's property. The noncomplying member shall be liable

for all costs associated with the imposition of the lien and court costs, including reasonable attorney's fees.

Failure of the Board to enforce these Covenants and Bylaws shall in no way constitute or be deemed a waiver. The Board shall retain all right to proceed against any noncomplying member at any time of noncompliance.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Village Green Homeowners Association, Inc., a South Carolina Non-profit corporation, and

THAT the forgoing Bylaw Amendment was adopted by a majority of a quorum of Members present at a meeting held on September 17, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20th day of September 2007.


VILLAGE GREEN HOMEOWNERS
ASSOCIATION, INC.



Witness



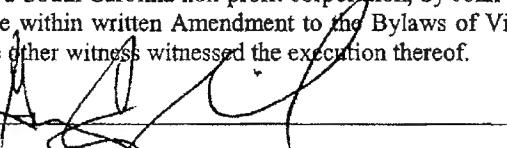
By:
It's: Secretary



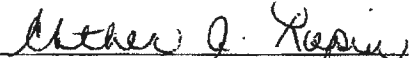
Witness

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness who, on oath, says that (s)he saw the within named Village Green Homeowners Association, Inc., a South Carolina non-profit corporation, by John S. Halstead, its Secretary, seal and as their act ad deed deliver the within written Amendment to the Bylaws of Village Green Homeowners Association, Inc., and that (s)he with the other witness witnessed the execution thereof.



SWORN to before me this 20th day of September 2007.



Notary Public for South Carolina
My Commission Expires: 5/2/2016



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) AMENDMENT TO THE BYLAWS OF
 VILLAGE GREEN
 HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Bylaws of Village Green Homeowners Association, Inc. were recorded in Book G529, Page 769 of the Charleston County RMC Office on March 16, 2005 and amended by instrument recorded on September 27, 2007 in Book S639, 756 (collectively the “Bylaws”);

WHEREAS, Article XIV, Section 1 of the Bylaws provide, in part, that the Bylaws may be amended by a majority vote, in person or by proxy, of a quorum of members present at a regular or special meeting duly called for such purpose; and

WHEREAS, the following amendments to the ByLaws have been approved by the members in accordance with Article XIV, Section 1 and the Association is desirous that said amendments be made of record;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the By-Laws are amended in accordance with Article XIV, Section 1 of the Bylaws so that after additions and amendments the referenced section(s) shall read as follows:

- 1. ARTICLE VI, Section 5 shall be amended so that after amendment, it will read as follows:

Section 5 Election. Except as otherwise provided in this Article, directors shall be elected by secret written ballot at the annual meeting of the members. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, Conditions and Restrictions for Village Green Subdivision, as may be amended from time to time. The candidate(s) receiving a majority vote of the quorum present at the meeting shall be elected.

- 2. ARTICLE VI, Section 6 shall be amended so that after amendment, it will read as follows:

Section 6 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of a quorum present at a regular or special meeting of the Association.

- 3. All other provisions of the Bylaws will remain in full force and effect.

IN WITNESS WHEREOF, Village Green Homeowners Association, Inc. has caused this instrument to be executed this 6th day of MAY, 2010.

WITNESSES:

VILLAGE GREEN
HOMEOWNERS ASSOCIATION, INC.,

Lynn Beatty
Witness 1
Jessie Dink
Witness 2

By: R.E. Dooney
Its: President

Lynn Beatty
Witness 1
Jessie Dink
Witness 2

By: Carol Davis
Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 6th day of May, 2010 by Village Green Homeowners Association, Inc., by R.E. DOONEY, its President and CAROL DAVIS, its Secretary.

Elizabeth D. Sywell
Notary Public for South Carolina
My Commission Expires: September 11, 2017

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