

**BYLAWS OF
THE ENCLAVE AT RIVER RESERVE OWNERS ASSOCIATION, INC.**

ARTICLE I

Name and Location. The name of the corporation is **THE ENCLAVE AT RIVER RESERVE OWNERS ASSOCIATION, INC.**, A South Carolina not for profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223, but meetings of members and directors may be held at such places within or outside the State of South Carolina, County of Anderson, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Approved Builder" shall mean and refer to any Builder which has been selected by Declarant to buy lots and construct homes for sale in the Subdivision.

Section 2. "Association" shall mean and refer to **THE ENCLAVE AT RIVER RESERVE OWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 3. "Builder" shall mean and refer to any builder licensed by and in good standing with **Westchester Spartanburg, LLC**, its successors and assign.

Section 4. "Common Area" means all of the Subdivision not occupied by residential structures excluding Lots, specifically including all real property shown and designated on the Plat as "Common Area" and all roads, streets, court, lanes, drives, terraces, avenues or right-of-ways which have not been dedicated to a public entity, all gates, if any, and related facilities, walks, driveways for **The Enclave at River Reserve**, including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the

owners. The Common Area shall be owned by the Association for the common use and benefit of the owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Areas, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 5. "Declarant" shall mean and refer to **Westchester Spartanburg, LLC**, or any successor or assign who takes title to any portion of the property described on Exhibit "A" for the purpose of development and sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, as applicable to the Properties recorded in Anderson County, South Carolina.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding the Developers and Builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions an applicable to a subdivision known as The Enclave at River Reserve, recorded within Official Records Book S2073, Page 00002, et seq., Public Records of Anderson County, South Carolina, and such additions

thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Subdivision" shall mean and refer to property shown on the plat prepared for Westchester Spartanburg, LLC, entitled "Subdivision Plat for The Enclave at River Reserve," by Souther Land Surveying, dated March 3, 2014, a copy of which plat is recorded in **Plat Book S2078 at Page 00002** in the Office of the Register of Deeds for **Anderson County, South Carolina**, as it may be amended from time to time (the "**Plat**"), which shall be known as **The Enclave at River Reserve**.

ARTICLE III

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, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock p.m., unless otherwise determined by the Board of Directors. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. 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, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the

place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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 quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of no less than three (3) directors, nor any more than seven (7) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, and two (2) directors for a term of two years; and, at each annual meeting thereafter the members shall elect one (1) director for a term of two (2) years in such a fashion that there are always no less than three (3) directors and no more than seven (7) directors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve

for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as may be determined in the sole discretion of the Board of Directors.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

Section 1. 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 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. 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 2. Election. Election to the Board of Directors shall be by secret written ballot. 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. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly 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 quorum is present shall be regarded as the act of the Board.

ARTICLE VII

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 of 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. 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 Bylaws, 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; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 any special meeting when such statement is requested in writing by two-thirds (2/3) of the Class A members who are entitled to vote;
- (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 lot at least thirty (30) days in advance of each annual assessment period; and
 - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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 certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause all roads, streets, open spaces, common areas and facilities, easements, including Association drainage easements, and rights-of-way, providing access to the Properties, to be maintained, except those roads, road rights-of-way, or stormwater management facilities, and as directed by the Plat of The Enclave at River Reserve.

ARTICLE VIII

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. Term. 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

otherwise be 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 by 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 other 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.

- (a) **President.** 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 co-sign all checks and promissory notes.
- (b) **Vice President.** 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.
- (c) **Secretary.** 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.

- (d) **Treasurer.** 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 and promissory notes of the Association; keep proper books of accounts; 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 presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws and said Architectural Control Committee shall operate pursuant to and be governed by the terms of the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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 Bylaws 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 XI

Assessments

As more specifically provided in 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 when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/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 assessment provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

Amendments

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds of all members, 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 Bylaws, the articles shall control; and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

ARTICLE XIV

Miscellaneous

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

IN WITNESS WHEREOF, we, being all of the directors and subscribers of **THE ENCLAVE AT RIVER RESERVE OWNERS ASSOCIATION, INC.**, have hereunto set our hands and seals this 14th day of APRIL, 2014.

Signed, sealed and delivered
in the presence of:

Connie H. Shivers
Signature

Connie H. Shivers
Printed Name

Rachel L. Howard
Signature

RACHEL L. HOWARD
Printed Name

**THE ENCLAVE AT RIVER RESERVE
OWNERS ASSOCIATION, INC.**

BY: [Signature]

Its: Mandee / President

STATE OF FLORIDA
COUNTY OF LEON

R. RICHARD YATES, JR. as President of **THE ENCLAVE AT RIVER RESERVE OWNERS ASSOCIATION, INC.**, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named persons: Florida driver's license, and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of APRIL, 2014.

[Signature]
NOTARY PUBLIC