

BY-LAWS  
OF  
UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the By-Laws of University Place Condominium Association, Inc., (hereinafter "the Association"), a non-profit corporation duly organized and validly existing under the provisions of Chapter 31 of the Code of Laws of South Carolina (1976), hereinafter called "the Horizontal Property Act", for the purpose of administering University Place Condominium Association, Inc., a horizontal property regime, hereinafter "the Regime", established pursuant to a Master Deed recorded in Deed Book \_\_\_\_\_, page \_\_\_\_\_, in the office of the Clerk of Court for Pickens County, South Carolina, hereinafter "the Master Deed".

1.1: Location. The regime is located upon the lands described in Exhibit A attached hereto and made a part hereof. The lands described in Exhibit B attached hereto and made a part hereof may be annexed to the Horizontal Property Regime.

1.2: Office. The office of the Association shall be at Clemson, Pickens County, South Carolina.

1.3: Fiscal Year. The fiscal year of the Association shall be the calendar year.

II. MEMBERS MEETINGS

2.1: Annual Meeting. The annual meeting of the membership shall be held at the office of the Association at 10:00 A.M., eastern standard time, on the second Monday in September of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Provided, however, that should that day fall upon a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting shall be held at the same hour on the next day. The annual meeting may be waived by unanimous agreement of the members in writing, which provides for the naming of directors not otherwise designated.

2.2: Special Meetings. Special meetings of the membership shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth (1/4th) of the votes of the entire membership.

2.3: Notice. Notice of all meetings, stating the time and place and the object for which the meeting is called shall be given by the President, the Vice-President or the Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of the meeting may be waived before or after meetings.

2.4: Quorum. A quorum at meetings of the membership shall consist of persons entitled to cast fifty-one (51%) percent of the votes of the Association. The acts approved by a majority of fifty-one percent (51%) of the votes of the Association at a meeting in which a quorum is present shall constitute the acts of the members, except where approval by a greater number is required by the Horizontal Property Act, the Master Deed, the Articles of Incorporation, or these By-Laws. The joinder of a member in this action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for purposes of determining a quorum.

2.5: Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

2.6: Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.7: Presiding Officer. At members' meetings, the President shall preside or in his absence, the membership shall select a Chairman.

2.8. Order of Business. The order of business at annual meetings of the membership and, as far as is practical, at all other members' meetings, shall be:

- 1) Calling of the roll and certifying proxies;
- 2) Proof of notice of meeting or waiver of notice;
- 3) Reading of minutes;
- 4) Reports of Officers;
- 5) Reports of Committees;
- 6) Appointment of Inspectors of Election;

- 7) Election of Directors;
- 8) Unfinished business;
- 9) New business;
- 10) Adjournment.

### III. BOARD OF DIRECTORS

3.1: Membership. The affairs of the Association shall be managed by a Board of Directors, hereinafter "the Board". Until the first election of directors the Board shall consist of two (2) members appointed by the developer, who need not be owners of apartments in the Regime, and thereafter the Board shall be comprised of five (5) directors equal all of whom must be owners of apartments in the Regime. The directors shall be elected by the owners with each unit having one vote.

3.2 Removal. Any director may be removed by concurrence of two-thirds (2/3) of the members of the Association voting at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3: Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until the successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4: Organizational Meeting. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Board at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

3.5: Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board. Notice of a regular meeting shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6: Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7: Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8: Quorum. A quorum at meetings of the Board shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Horizontal Property Act, the Articles of Incorporation, the Master Deed or these By-Laws.

3.9: Adjourned Meetings. If at any meeting of the Board cannot be organized because a quorum has not attended, the directors who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10: Joinder. Joinder of a director in a meeting shall be signing and concurring in the minutes thereof which shall constitute the presence of such member for purposes of determining a quorum.

3.11: Presiding Officer. The presiding officer at Board meetings shall be the Chairman of the Board if such officer has been elected and if none, then the President shall preside. In the absence of the presiding officer, the directors shall select one of their number to preside.

3.12: Fees. Director's fees, if any, shall be determined and established by the members of the Association.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Horizontal Property Act, the Master Deed and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Board of Directors shall include but not be limited to the following, subject, nevertheless, to the provisions of the Master Deed and these By-Laws.

1. To make and collect assessments against members to defray the costs and expenses of the Regime.

2. To use the proceeds of assessments in the exercise of their powers and duties.

3. The maintenance, repair or replacement in operation of the Regime.

4. The purchase of insurance on the condominium property and insurance for the protection of the Association and its members.

5. The reconstruction of improvements after casualty and further improvement of the property.

6. To make and amend reasonable regulations respecting the use of the property in the Regime, in the manner provided for by the Master Deed.

7. To enforce by legal means the provisions of the Horizontal Property Act, the Master Deed, the By-Laws and the regulations for the use of the property in the Regime.

8. To contract for the management of the Regime and delegate to the contractor all powers and duties of the Association, except such as are specifically required by the Master Deed to have approval of the Board of Directors or the membership of the Association.

9. To employ personnel to perform the services required for proper operation of the Regime.

10. To foreclose any lien for unpaid assessments in the same manner as mortgages.

#### V. OFFICERS

5.1: Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, a Secretary and an Assistant Secretary, each of whom shall be a director of the Association, and all of whom shall be elected annually by the Board of Directors. Any officer may be preemptorily removed by vote of the Board at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or the Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2: President. The President shall be the chief executive officer of the Association and shall have all powers, duties and authority usually vested in the office of President of an Association, including but not limited to power to appoint committees from among the members from time to time as he may, at his sole discretion, determine appropriate in order to assist in the conduct of the affairs of the Association.

5.3: Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be described by the directors.

5.4: Secretary; Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the

members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties instant to the office of a Secretary of an Association, and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5: Treasurer. The Treasurer shall have custody of all property of the Association, including the funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties instant with the office of Treasurer.

5.6: Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the managing of the Regime.

## VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Master Deed are incorporated herein by reference and shall be supplemented by the following provisions:

6.1: Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

i. Current Expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

ii. General Operating Reserve, which shall include funds for maintenance items which occur less frequently than annually and to provide financial stability during periods of special stress.

iii. Reserves for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.2: Budget. The Board shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the above specified accounts and reserves, according to good and accepted accounting practices, as follows:

- i. Current Expense;
- ii. General Operating Reserve;
- iii. Reserves for Replacement;
- iv. Additional Improvements.  
(Provided, however, that no item for this account shall be budgeted without the approval of the owners in the manner elsewhere provided, for alteration or further improvements of the common elements.)

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 of the year preceding that for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

6.3: Assessments. Assessments against the apartment owners for their share of the items of the budget shall be made for the calendar year annually, in advance, on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in equal monthly or quarterly assessments as the Board of Directors may determine. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual payments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be pro-rated equally upon the remaining payments for the year. The first assessment shall be determined by the Board of Directors of the Association.

6.4: Acceleration of Assessment and Installments Upon Default. If an apartment owner shall default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than ten (10) days after delivery thereof to the apartment owner nor less than twenty (20) days after mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5: Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual assessment for common expenses shall be made only after notice of the need therefor to the apartment owner or owners concerned. After such notice and upon approval in writing by persons entitled to cast a majority of the votes of the Association, the assessment shall be effective, and it shall be due after (30) days' notice thereof in such manner as the Board of Directors of the Association may require.

6.6: Liability for Assessments. A co-owner shall be liable for all assessments coming due while he, she or it is the owner of an apartment. The Association shall provide for the issuance, and shall issue to, every prospective purchaser or mortgagee upon his, her or its request, a statement of the status of the assessment account of the seller or mortgagor. Such a certificate made by the duly authorized representative of the Association as to the status of a co-owner's assessment account shall limit the liability of any person for whom it is made, other than the co-owner.

6.7: Collection of Assessments

i. Interest; application of payments. Assessments and installments thereon not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid, and all payments upon account shall be first applied to interest and then to the assessment payment first due.

ii. Lien. All assessments against any apartment owner shall constitute a lien against the owner's apartment in favor of the Association, as provided by the Horizontal Property Act, which lien shall become effective when a notice claiming such lien has been duly recorded by the Association in the office of the Clerk of Court of Pickens County, South Carolina. Such claim of lien shall state the description of the apartment, the name of the record owner, the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the Association prior to its recordation and no such claim of lien shall be made by the Association unless the assessment, charge or expense giving rise to the lien remains unpaid for more than ten (10) days after the same becomes due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payment of all



assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which become due after the filing of the claim or lien and prior to the satisfaction of such lien by foreclosure or otherwise, including interest thereon at the rate of ten per cent (10%) per annum and all costs and reasonable attorney fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. The right of the Association to foreclose a lien as aforesaid shall be in addition to any other remedy, at law or in equity, which may be available to it for collection of the monthly charges and expenses, including the right to proceed personally against the delinquent owner for the recovery of a judgment "in personam". Any personal judgment against any such delinquent owner may include all unpaid subsequent assessments which come due after the institution of such suit and prior to the Order for Judgment, including interest at the rate of ten per cent (10%) per annum and all costs and reasonable attorney fees incurred by the Association, incident to the collection of such assessments.

6.8: Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by check signed by such persons as are authorized by the directors.

6.9: Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than April 1 of the year following that year for which the report is made.

## VII. INDEMNITY OF DIRECTORS AND OFFICERS

7.1: Non-liability. No director or officer of the Association shall be liable for any acts, defaults or neglects of any other director or officer or member, or for any loss sustained by the Association or any co-owner, unless the same shall have resulted from his own willful or negligent act or omission.

7.2: Indemnity. Every officer, director or agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel

fees) actually and necessarily incurred by or imposed upon him in connection with or resulting from any claim, action, suit, procedure, investigation or inquiry as to whatever nature in which he may be involved as a party or otherwise, by reason of his being or having been a director, officer or agent of the Association, whether or not he continues to be such director, officer or agent at the time of incurring or imposition of such cost, expense or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or neglect in the performance of his duties. As to whether a director, officer or agent is liable by reason of willful misconduct or neglect in the performance of his duties, in the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer or agent thereunder may conclusively rely upon an opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law and such shall insure to the benefit of the legal representative of such person.

#### VIII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Association when not in conflict with the Master Deed or these By-Laws.

#### IX. AMENDMENT

9.1: Method for Amendment. These By-Laws may be amended in the following manner:

i. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

ii. A resolution for the adoption of the proposed amendment shall be presented to the meeting of the members.

iii. No amendment shall be effective unless it is approved by members representing two-thirds (2/3) of the total value of the property in the Regime as shown in the Master Deed.

9.2: Public Notice. The amendment shall be attached to a Certificate executed by the officers of the Association and certifying that the amendment was duly adopted and shall be placed of public record in the office of the Clerk of Court for Pickens County, South Carolina.

#### X. CONFLICTS.

In the event of any conflict between the provisions of the Master Deed or the Horizontal Property Act and the provisions of these By-Laws, the provisions of the Master Deed or the Act shall control.

APPROVED AND ADOPTED as the By-Laws of UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC. at the first meeting of the Board of Directors this 3rd day of May, 1990.

William E. Gubner  
Secretary

Attest:

J. M. Meekins  
President



TRUE COPY  
Oliver A. Neale  
CLERK OF COURT  
PICKENS COUNTY, S. C.