

**BY-LAWS  
OF  
LOOKOUT POINTES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is LOOKOUT POINTES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1216 Pickens Street, Columbia, South Carolina 29201 but meetings of members and directors may be held at such places within the State of South Carolina, County of Lexington as may be designated by the Board of Directors.

**ARTICLE II  
PURPOSE**

The purpose of this Association shall be to provide a collective government form of administration for the Members of the Association to manage and control the activities of the Members and the Common Area and/or Recreational Facilities as those terms are defined in the Declaration and all things pertinent and/or related thereto and to carry out all activities, promulgate all Rules and Regulations and to have all responsibilities and purposes that are given to the Association in these By-Laws and Declaration as those terms are hereinbelow described.

**ARTICLE III  
DEFINITIONS**

**Section 1.** "By-Laws" shall mean these By-Laws OF LOOKOUT POINTES HOMEOWNERS ASSOCIATION, INC., and as the same may be subsequently amended or restated, if at all.

**Section 2.** "Declaration" shall mean and refer to the Covenants, Conditions, Restrictions and Easements for Lookout Pointes Subdivision dated November 25, 1996, and recorded November 25, 1996, in the Office of the Register of Deeds for Lexington County, South Carolina in Book 3956 at Page 072, as amended in Book 3978 at Page 156 and by that second amendment

filed in Book 4001 at Page 50 and rerecorded in Book 4080 at Page 47.

**Section 3.** All terms defined in the Declaration and not otherwise defined herein are incorporated by reference and shall have the definitions ascribed thereto in the Declaration. Other terms are also defined herein and shall have the meanings so ascribed. To the extent terms set forth herein are not defined, they shall have the same meanings and definitions as set forth in the South Carolina Horizontal Property Regime Act (S.C. Code Ann. §27-31-10 et. seq. (1976, as amended) ("HOA Act") and the South Carolina Non-Profit Corporation Act (S.C. Code Ann. §33-31-101 et. seq. (1976, as amended) ("Non Profit Act").

#### ARTICLE IV

##### **MEMBERSHIP AND PROPERTY RIGHTS**

**Section 1. Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. Upon the sale, conveyance, devise or other transfer of any kind or nature of any Lot, the transferee shall automatically become a member of the Association and likewise the vote appurtenant to the Lot shall automatically pass and the membership of the transferor immediately terminated whether any membership certificate or voting certificate be transferred or not; provided, however, the Association shall for all purposes be entitled to rely upon the right to membership and voting rights of the person shown as Lot owner until notified of such transfer in writing delivered to the secretary of the Association.

**Section 2. Property Rights.** Each Member in good standing shall be entitled to the use and enjoyment of the Common Area, Recreational Facilities and/or and other

facilities of the Association as provided in the Declaration and subject to the Association's rights to suspend a Member's use of same. Such Member's rights of enjoyment of the Common Area, Recreational Facilities and/or other facilities of the Association shall also accrue to the members of his/her family, and to his/her/its tenants as provided in the Declaration. Such Member shall notify the secretary or person authorized by the Association in writing of the name(s) of all authorized users. The rights and privileges of such authorized users are subject to suspension to the same extent as those of the Member.

## ARTICLE V

### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The Members shall hold an annual meeting on a date be by the Board of Directors of the Association (the "**Board**" or "**Board of Directors**"). If the day for the annual meeting of the Members is a legal holiday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday or Sunday.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Members who are entitled to vote.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized by the Association to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days, but not more than 30 days, before such meeting to each Member entitled to vote thereat (as determined in accordance with the Declaration), 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 and the matters to be taken up thereat. Waiver by a Member in writing of the notice required herein, signed by the Member before or after such meeting or their appearance at same, shall be equivalent to the **giving of such notice.**

**Section 4. Quorum.** Quorum shall be determined in accordance with the Declaration, if the same is indicated. Otherwise, a quorum shall be present at the annual or special meeting of the Association if fifty one percent (51%) of the voting Members are present in person or by proxy. If, however, such quorum shall not be present or represented at a meeting, a quorum may be declared by the voting Members in attendance provided there are voting Members holding at least one-third (1/3) of the total outstanding votes of the Association, and the business to be conducted at the meeting does not require a greater number of votes to be present.

**Section 5. Proxies.** At all meetings of the Members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or person authorized by The Association within five (5) days prior to the annual meeting or any special meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her/its Lot.

**Section 6. Voting.** There is assigned to each Lot one (1) vote. The vote may not be split in any fashion. If the Lot is owned by a corporation, the corporation shall designate one agent thereof as the voting member and shall notify the Secretary in writing. The voting member shall remain the voting member entitled to cast the vote for that Lot on all matters to come before the Association until the Secretary hereinbelow defined is given written notice of change. Votes may be cast in person or by proxy. To be eligible to vote, the member must be a Member in good standing, current in payment of all fees,

assessments, and monies owed to the Lookout Pointes Homeowners Association.

**Section 7.** **Majority.** As used in these By-Laws, the term Majority shall mean Members who are entitled to vote holding fifty one percent (51%) of the votes of all Members entitled to vote as then constituted. Unless otherwise required herein, or in the Act, the majority vote shall constitute fifty one percent (51%) of the total outstanding votes and shall be required to adopt any decision affecting the Association.

**Section 8.** **Action Without Meeting.** Any action required to be taken at a meeting of the Association or any action which may be taken in a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the voting Members entitled to vote on the subject matter thereof and further provided the same is not otherwise prevented by these By-Laws, the Declaration or other applicable law.

## ARTICLE VI

### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1.** **Number.** The affairs of The Association shall be managed by a Board of four (4) Directors, each of whom shall be a Member of The Association.

**Section 2.** **Term of Office.** Each Director shall be elected for a term of one (1) year.

**Section 3.** **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members entitled to vote of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining Member(s) and shall serve for the unexpired term of his/her predecessor.

**Section 4.** **Compensation.** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in

the performance of his/her duties.

**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 VII

### **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1.** **Nomination.** A Member shall inform the President of his/her intent to run for the Board and be placed on the ballot prior to such annual meeting provided that such Member inform the President at least thirty (30) days prior to the annual meeting. Such nominations may be made only from among the Members in good standing.

**Section 2.** **Election.** Election to the Board of Directors shall be by a voice vote at the annual meeting. If the election is too close to call then it will be decided by a 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. Each Lot shall be entitled to one (1) vote regardless of the number of owners of record as set forth herein above.

**Section 3.** Each Director, or member of any Board authorized committee, must be a Member in good standing, current in payment of all fees, assessments, and other charges.

**Section 4.** Each Director who shall cease to be a Member or shall be delinquent in the payment of any assessment or fee charged hereunder or the Declaration shall automatically cease to be a Director.

**ARTICLE VIII**  
**MEETING 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.

**Section 2.** **Special Meeting.** Special meetings of the Board of Directors shall be held when called by the President of The Association, or by any Director, after not less than three (3) days' notice to each other Director.

**Section 3.** **Quorum.** A majority of the number of Directors then serving shall constitute a quorum for the transaction of business. Every act done or decision 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.

**ARTICLE IX**  
**POWER AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) Propose Adoption and amendment of By-Laws of the Association. By-laws may be adopted or amended by an affirmative vote of fifty one percent (51%) of the quorum of Members present at the annual and/or any other special meeting called by the Board of Directors for that purpose and upon notice of the same.
- (b) Adopt, publish, and amend such rules and regulations governing the use of the Common Area, Lot and/or facilities of the Association, the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof as they in their sole discretion determine necessary and desirable for the continued maintenance and upkeep, use and enjoyment of the Common Area, Recreational

Facilities, the Lots, and other facilities of the Association;

- (c) As more fully described in the Declaration which provisions are incorporated herein, suspend the voting rights, quorum participation, and right to use of the Common Area, Recreational Facilities and/or other facilities of the Association. Such rights may also be suspended after notice and hearing before the Board, for a period not to exceed 60 days for infraction of published rules and regulations;
- (d) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation of the Association, the Declaration, the HOA Act, and the Non-Profit Corporation Act;
- (e) Declare an office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (f) Employ for such compensation as the Board shall determine an independent manager or management company (in any such case the "**Manager**"), and such other employees as the Board deems necessary, and to prescribe their duties, and grant to the Manager all or any of the powers, duties and obligations herein and in the Declaration granted unto the Board of Directors as the Board of Directors shall determine appropriate; and the Manager (or its designee) may be granted authority to sign checks; and
- (g) Employ attorneys to represent the Association when it deems necessary to pursue enforcement of the Declaration, the By-Laws, and such other Rules and Regulations that may be

passed by the Board of Directors from time to time.

- (h) Authorize any officer or officers or agents of the Board of Directors Association to enter into any contract or execute and delivery any instrument in the name of or on behalf of the Association. Such authority may be in general or confined to specific instances.

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

- (a) Cause to be kept a complete record (e.g., minutes, financial statements, policies) 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;
- (b) Supervise all officers, agents and employees of the 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 subject to assessment at least thirty (30) days in advance of each annual assessment period;
  - (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) if the Board determines appropriate, foreclose the lien against any Lot as more fully described in the Declaration, 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 any

assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability insurance covering the Association, its Directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by The Association as may be required by the Declaration or herein;
- (f) Take all such action as the Board deems necessary or appropriate to cause and require each Owner to comply with all requirements of the Declaration, and of rules and regulations established by the Board including, without limitation, bringing legal action in the name of the Association. Costs of enforcement, including a reasonable attorney's fee, shall be assessed against the noncomplying Owner and shall constitute a lien upon such Owner's Lot as provided in the Declaration.
- (g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) Cause the Common Area, Recreational Facilities and/or other facilities of the Association to be maintained;
- (i) Cause the Lots to be maintained as specified in the Declaration; and
- (j) On or before the annual meeting of each year, prepare and vote on an annual budget for the upcoming calendar year setting forth the anticipated expenses for the Association as well as the anticipated assessments needed to pay the same, which budget shall be presented to Members at the annual meeting.
- (k) Cause all funds of the Association and/or received by it to be deposited from time to

time to the credit of the Association at such banks, insurance companies, trust companies or other depository as the Board of Directors may select as the circumstances and purposes of such deposits may require; provided, however, all assessments paid shall be paid into an account maintained in a federally insured bank designated by unanimous vote of the Board.

- (1) Insure all checks, drafts, or orders for the payment of notes or other evidence of indebtedness issued in the name of the Association shall be signed by such office or officers, agents of the Association in such manner as shall from time to time be determined by resolution of the Board

## ARTICLE X

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of the Association shall be a President, if determined appropriate by the Board, one or more vice-presidents, who shall at all times be Members of the Board of Directors, a Secretary or person authorized to record the minutes, 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 annual meeting of the Members.

**Section 3. Term.** The officers of The Association shall be elected annually and each shall hold office until his/her successor is elected, unless he/she shall sooner resign, or shall be removed, or 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 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, 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 replaced.

**Section 7. Multiple Offices.** 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 Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out.

**Vice-President**

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

**Secretary/Recording Designee**

(c) The Secretary or recording designee (which may be the Manager or its designee) shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 or delegated by the Board.

**Treasurer/Financial Designee**

- (d) An audit of the Association books may be performed by a public accountant at the discretion of the Membership. The Board of Directors shall have the right to approve the Manager as financial designee to carry out the duties of the Treasurer which shall include to receive and deposit in appropriate bank accounts all monies of the Association and to disburse such funds as directed or authorized by the Board of Directors. In addition, the Treasurer or financial designee shall prepare a proposed budget to be presented to the Board of Directors for approval prior to each annual meeting.

**ARTICLE XI**

**INDEMNIFICATIONS**

The Association shall indemnify any Director, officer, Manager or former Director, officer or Manager of The Association against expenses actually and necessarily incurred by him/her/it in connection with the defense of any action, suit, or proceeding in which he/she/it is made a party by reason of being or having been such Director, officer or Manager, except in relation to matters as to which he/she/it shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

**ARTICLE XII**

**COMMITTEES**

As needed, the Board of Directors may appoint one or more committees or authorize the Manager to review requests of Owners to the Association as required and provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Members

appointed to any of these committees are required to be a Member in good standing.

#### **ARTICLE XIII**

##### **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 distributed to Members or otherwise be available for inspection by any Member.

#### **ARTICLE XIV**

##### **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to The Association annual and special assessments for each Lot subject to assessment which is and shall be secured by a continuing lien upon the Lot 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 interest provided in the Declaration, and each Owner shall be obligated to pay said interest together with all expenses, including attorney's fees, incurred by The Association in any action it takes to collect unpaid assessments. Further, The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, and interest, costs, and attorney fees as provided in the Declaration shall be added to the amount of such assessment.

#### **ARTICLE XV**

##### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Association, by a vote of fifty one percent (51%) of the quorum of the Members in good standing present in person or by proxy.

Section 2. In the case of any conflict between the Articles of

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

**ARTICLE XVI**

**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. In the event of a change in the Management Company that handles Board business, the board can at its discretion change the address of the principal corporate office mentioned in Article I.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Lookout Pointes Homeowners Association, Inc., a South Carolina non-profit corporation; and

That the foregoing By-Laws constitute the original By-Laws of the Association as duly adopted at a meeting of the Association, held on the \_\_\_\_ day of December 2019.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Lookout Pointes  
Homeowners Association,  
Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

