

HASTINGS POINTE HOME OWNERS
ASSOCIATION

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

Book 2364-738		
2019002028	1/10/2019 10:14:21:307 ByLaws - HOA	
Fee: \$37.00	County Tax: \$0.00	State Tax: \$0.00
2019002028 John T. Hopkins II Richland County R.O.D.		

1. Bylaws of Hastings Pointe Home Owners Association, Inc.;
2. Articles of Incorporation; and
3. Hastings Point Association Rules (January 3, 2019).
4. Hastings Point Fine Policy

CROSS REFERENCE: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HASTINGS POINT SUBDIVISION recorded in Book R 388, Page 779.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Hastings Point Subdivision was recorded on February 29, 2000 in the Office of the Register of Deeds for Richland County in Deed Book R 388 at Page 779 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, Hastings Pointe Home Owners Association is the Homeowners Association for Hastings Pointe Subdivision; and

WHEREAS, Hastings Pointe Home Owners Association desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Hastings Pointe Home Owners Association does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bylaws of Hastings Pointe Home Owners Association, Inc. – attached as **Exhibit A**;
2. Articles of Incorporation – attached as **Exhibit B**;
3. Hastings Point Association Rules (January 3, 2019) – attached as **Exhibit C**.
4. Hastings Point Fine Policy – attached as **Exhibit D**.

IN WITNESS WHEREOF, Hastings Pointe Home Owners Association has by its duly authorized officer set its hand and seal this 9th day of January, 2019.

[SIGNATURE PAGE TO FOLLOW.]

EXHIBIT A

BYLAWS OF HASTINGS POINT HOME OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

These are the Bylaws of the **HASTINGS POINT HOME OWNERS ASSOCIATION, INC.**, a South Carolina nonprofit corporation (the "Association"). The principal office of the Association shall be located at 115 Hastings Point Dr., Columbia, SC 29203, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II

DEFINITIONS

The capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Covenants, Conditions and Restrictions for Hastings Point Subdivision dated and recorded February 29, 2000, in the Office of the Register of Deeds for Richland County, South Carolina in Book R 388 at Page 779 (as the same may be amended or modified from time to time, the "Declaration"). The Declaration is incorporated herein by this reference and made a part hereof.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to (i) enforce the Declaration, (ii) provide for maintenance, preservation, and architectural control of the Property described in the Declaration, including the residential Lots, Common Areas, Areas of Common Responsibility, and Areas of

Extended Lot Owner Responsibility, and (iii) to promote the health, safety and welfare of the Owners within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the Common Area, Area of Common Responsibility, and Area of Extended Lot Owner Responsibility, as set forth in the Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes, and governmental charges levied or imposed against the Property;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Area, as determined advisable by the Board of Directors;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Area, as security for money borrowed or debts incurred; provided that any such borrowing of money, mortgage, pledge, deed in trust or hypothecation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present;

(e) Annex additional residential property and Common Area into the Community; provided that any such annexation shall have been approved by the affirmative vote of the

holders of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any such merger or consolidation shall have been approved by the affirmative vote of the holders of a majority of the votes of all Members of the Association;

(g) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;

(h) Designate, as set forth in these Bylaws and in the Declaration, or by amendment to these Bylaws, Neighborhoods to be under the authority and control of the Association pursuant to voting rights of the Members as established by the Declaration, these Bylaws, as amended, and the Board of Directors.

(i) Have and exercise any and all powers, rights, and privileges which a corporation organized under the South Carolina Nonprofit Corporation Act (S.C. Code Annotated §§ 33-31-101, *et seq.*) (the "Act") may now or hereafter have or exercise, including the right to enter into agreements with other associations and entities for the management and maintenance of the common areas of such associations or entities; and

(j) Maintain liability and hazard insurance on the Property to be procured by and in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina, and to enter into co-insurance or other cost sharing arrangements with other associations within or related to the Property.

Notwithstanding the purposes and powers of the Association enumerated above, the

Association, after passage of control to the Lot Owners by conversion of the Class "B" membership to Class "A" membership as set forth in the Declaration, shall not enter into, either directly or indirectly, contracts or leases with the Developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with the Declaration, upon not more than ninety (90) days' notice to the other party to such contract or lease.

ARTICLE IV

MEMBERSHIP; MEETINGS OF MEMBERS; VOTING

Section 4.1 Membership The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration.

Section 4.2 Annual Meetings. Annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday.

Section 4.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or as otherwise prescribed under the Act. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 4.4 Notice of Meetings.

(a) Written notice in English specifying the time, date and place of the meeting of the Members and, in the case of a special meeting, the purpose(s) for which the special meeting is called, shall be given by any fair and reasonable manner. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days (or if notice is mailed by other than first class or registered mail, at least thirty (30) days) and

not more than sixty (60) days before such meeting date to each Member entitled to vote at the meeting, addressed to the Members' address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable.

(b) The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the Member and be delivered to the Association for inclusion in the minutes of the meeting; provided that the attendance by a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(c) Notwithstanding the foregoing, upon the unanimous vote of the Board of Directors, an emergency meeting may be called with twenty-four (24) hours' notice to those Members entitled to vote at such meeting, in the event an issue requires the immediate attention of the Members of the Association.

(d) If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (i) the new date, time, or place is announced at the meeting before adjournment; and (ii) the record date fixed pursuant to Section 4.10 for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board of Directors or as required under the Act).

Section 4.5 Quorum. The presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at any duly called and noticed meeting, the Members present at the meeting may, by majority vote, adjourn

the meeting without further notice to a new date, time and place and the quorum requirement at such new meeting shall be reduced to five percent (5%) of the total votes of the Members of the Association. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally noticed meeting.

Section 4.6 Proxies. Votes may be cast in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it was issued is cast. A proxy shall automatically terminate and cease to be effective upon (i) the Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a written notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member prior to the proxy casting a vote.

Section 4.7 Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.8 Failure to Hold Meetings. The failure to hold an annual or regular meeting

at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.9 Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by all of the Owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 4.10 Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members' meeting; to vote at a Members' meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the Members occurs.

Section 4.11 Voting Requirements. Unless otherwise required in these Bylaws, the Declaration, the Articles of Incorporation, the Act or other applicable law, the affirmative vote of the holders of a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present or represented, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 4.12 Action by Written or Electronic Ballot.

(a) Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter.

(b) A written or electronic ballot shall (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(c) Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted.

Section 4.13 Action by Written Consent. Any action required or permitted to be approved by the Members may be taken without a meeting if the action is approved by Members holding at least eighty percent (80%) of the votes of all Members of the Association. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the votes of all Members of the Association, and delivered to the Association for inclusion in the minutes or filing with the corporate records. Written notice of Member approval pursuant to this section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1 Number & Types. The affairs of the Association shall be managed by a

Board of Directors of not fewer than three (3) Directors, who need not be Members of the Association; All Directors who are also Members must be in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 5.2 Term of Office. At the first annual meeting after the adoption of these Bylaws, or at the meeting in which these Bylaws are adopted, whichever comes first, the Members will elect five (5) Directors for staggered terms of three (3) years in accordance with Section 6.2 of these Bylaws.

Section 5.3 Removal.

(a) Any Director(s) elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

(b) Any Director(s) who is a Member and who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

(c) In the event of the death, resignation, or removal of a Director, a successor shall be selected majority vote of the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 5.4 Compensation. Compensation of any Director shall require the affirmative vote of a majority of the votes of all Members of the Association. This provision shall in no way require the Members approval of or preclude the Board of Directors from compensating a Director for his duties as an officer of the Association, from employing a Director as an employee of the

Association, nor shall it preclude the Association from contracting with and thereafter compensating a Director for the management of the Association.

Section 5.5 Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by unanimous written consent of the Directors. The action must be taken by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Nomination for election for the Board of Directors shall be made by a nominating committee or as specified in guidelines set forth by the Board of Directors. For purposes of the first annual meeting, the nominating committee, when created, shall consist of a chairman and at least two (2) additional Members of the Association. For purposes of any and all annual meetings other than the first annual meeting, at least one (1) member of the nominating committee shall be a Director. The nominating committee shall be appointed by the Board of Directors. Members of the nominating committee shall serve from the close of the 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 fewer than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 6.2 Election. Unless agreed to otherwise by the affirmative vote of the holders of a majority of the votes of Members present or represented at a duly called meeting at which a

quorum is present, election to the Board of Directors shall be by secret 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 these Bylaws and the Declaration. At the first annual meeting after adoption of these Bylaws, the Members shall elect five (5) Directors to staggered terms as follows: two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect successor Directors for terms of three (3) years. The term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected or appointed. The nominee(s) receiving the largest number of votes shall be elected. If no nominees are nominated pursuant to these Bylaws, the Director(s) shall be appointed by the current Board of Directors. Cumulative voting (i.e., voting more than one (1) time for any Director), is not permitted under any circumstance.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 7.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum

for the transaction of business by the Board of Directors. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

ARTICLE VIII

POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS

Section 8.1 Powers. The Board of Directors, When Empowered, shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

(a) Adopt, amend and publish the Architectural Guidelines for the Community and Rules and Regulations of the Association governing (i) the Community, Lots, the Area of Common Responsibility, the Area of Extended Lot Owner Responsibility, the Common Area, Riding Easements, Riding Trails, and all other property easements established for the benefit of the Association Members, as well as any facilities that may be placed or constructed thereon; (ii) the personal conduct of the Members and their guests while within the Property; and (iii) the establishment Assessments for the infraction thereof;

(b) Suspend the voting rights, the right to use the recreational facilities on the Common Areas, and the services provided by the Association, including without limitation architectural review services, of a Member during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the Architectural Guidelines, or the Regulations;

(c) Exercise for the Association of all of the powers, duties, and authority vested in, reserved or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Director to be vacant in the event such Director (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so, or (ii) is not in good standing as a Member of the Association, including without limitation failure to pay any Assessments when due;

(e) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties;

(f) Levy Assessments and to collect from the Members all costs of collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, the Architectural Guidelines, the Declaration, Articles of Incorporation and/or these Bylaws;

(g) Grant easements or waivers to or enter into licenses with Lot Owners in the Community with respect to encroachments on the Common Area and other violations of the Declaration, Architectural Guidelines and Regulations; and

(h) Delegate, in part or in whole, to any employee, agent, director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these Bylaws.

Section 8.2 Duties. It shall be the responsibility of the Board of Directors to:

(a) Comply with the requirements of the Act regarding annual meetings;

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

(c) Perform such other duties as required by the Declaration, the Articles of Incorporation or the Bylaws.

(d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner(s) personally obligated to pay the same as provided in the Declaration, or both;

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;

(f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with an A.M. Best rating of AA or better (or an equivalent rating);

(g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;

(h) Cause the Common Area to be maintained.

Section 8.3 Requirements: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, or Regulations; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall be appointed from the then current Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Compensation for the officers and the employees of the Association shall be fixed by the Board of Directors. The Board of Directors may employ a Director as an employee of the Association and may contract with and thereafter compensate that Director for the management of the Association.

Section 9.2 Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 9.3 Term. Officers of the Association shall be appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

Section 9.4 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

Section 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, 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 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 9.4.

Section 9.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.

(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 of Directors.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep any corporate seal obtained by the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the

Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; if authorized by the Board of Directors to do so, shall sign all checks, promissory notes and other financial instruments of the Association; and keep proper books of accounts.

ARTICLE X

COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY

When Empowered, the Board of Directors by majority vote may appoint an Architectural Control Authority for the Community. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as contemplated herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association, required to be made available to the Members by the Act, shall at all times, during reasonable business hours and by appointment, be subject to inspection at the office of the Association and/or copying by an Member upon compliance with the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. In lieu of inspection and at the option of the Association, it may provide copies of the requested books and records to the

Member either electronically or by paper copies, at the Member's cost.

ARTICLE XII

FUNDS AND BONDS

Section 12.1 Payments and Depositories. All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expenses of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Articles of Incorporation and the Declaration. As Assessments are paid to the Association by any Owner of a Lot the same may be commingled with the Assessments paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 12.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that bonds are to

be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendment by Association. These Bylaws may be amended by approval of the proposed amendment by two thirds of the then-existing Board of Directors. Notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and the notice shall contain a general description of the proposed amendment and the purpose of the proposed amendment.

Section 14.2 Conflict with Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws or the Regulations, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration, the Regulations, and these Bylaws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

Section 15.1 In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 15.2 Subject to the right of the Board of Directors to set such date or to a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st 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.

Section 15.3 The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 15.4 The Board shall interpret the terms of the By-laws and its interpretation shall be final.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned incorporator of the **HASTINGS POINT HOME OWNERS ASSOCIATION, INC.** has hereunto set his hand and seal on this 19 day of SEPTEMBER, 2013.

WITNESSES:

By: David Benjamin
Name: David Benjamin

By: _____
Name: _____

By: Raymond F. Nelson
Name: RAYMOND F. NELSON

By: _____
Name: _____

By: Raymond F. Nelson
Name: RAYMOND F. NELSON

By: _____
Name: _____

DIRECTORS:

By: Raymond F. Nelson (L.S.)
Name: RAYMOND F. NELSON
Title: President

By: Doris Starker (L.S.)
Name: Doris Starker
Title: Secretary

By: Pamela J. Miller (L.S.)
Name: Pamela J. Miller
Title: Treasurer

By: [Signature]
Name: Joe S. Blayson

By: _____ (L.S.)
Name: _____
Title: _____

By: [Signature]
Name: RAYMOND F. NELSON

By: _____
Name: _____

By: _____ (L.S.)
Name: _____
Title: _____

By: _____
Name: _____

Dec 17 2018

REFERENCE ID: 257223

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

ARTICLES OF INCORPORATION

Nonprofit Corporation - Domestic

Filing Fee \$25.00

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Hastings Point Home Owners Association

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is

115 Hastings Point Drive

Street Address

Columbia
City

Richland
County

SC
State

29207 29203
Zip Code

The name of the registered agent of the nonprofit corporation at that office is

Joe S. Johnson

Print Name

I hereby consent to the appointment as registered agent of the corporation.

Joe S. Johnson
Agent's Signature

- 3. Check "a", "b", or "c" whichever is applicable. Check only one box.
 - a. The nonprofit corporation is a public benefit corporation.
 - b. The nonprofit corporation is a religious corporation.
 - c. The nonprofit corporation is a mutual benefit corporation.

- 4. Check "a" or "b", whichever is applicable.
 - a. This corporation will have members.
 - b. This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

115 Hastings Point Drive

Street Address

Columbia
City

Richland
County

SC
State

29207 29203
Zip Code

130412-0251 FILED: 04/03/2013
HASTINGS POINT HOME OWNERS ASSOCIATION
Filing Fee: \$25.00 ORIG
Mark Hammond South Carolina Secretary of State



Dec 17 2018

REFERENCE ID: 257223

Name of Corporation Hastings Point Home Owners Association


SECRETARY OF STATE OF SOUTH CAROLINA

If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a."**

a. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b. If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (a.) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is a **mutual benefit corporation** complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See S.C. Code of Laws §33-31-202(c)).

Dec 17 2018

REFERENCE ID: 257223

Name of Corporation Hasting Point Home Owners Association

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

The name and address of each incorporator is as follows (only one is required, but you may have more than one).

<u>Joe S. Johnson</u>	<u>115 Hastings Point Drive, Columbia SC</u>	<u>29207 29203</u>
Name	Address	Zip Code
_____	_____	_____
Name	Address	Zip Code
_____	_____	_____
Name	Address	Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

Joe S. Johnson
Name (only if named in articles)

x *Joe S. Johnson*
Signature of director

Name (only if named in articles)

Signature of director

Name (only if named in articles)

Signature of director

11. Each incorporator listed in #9 must sign the articles.

Joe S. Johnson
Signature of incorporator

Signature of incorporator

Signature of incorporator

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

Filing Checklist

- Articles of Incorporation (in duplicate)
- \$25.00 made payable to the SC Secretary of State - Political Associations must also submit CL-1 form and additional \$25.00 fee
- Self-Addressed, Stamped Return Envelope
- Return all documents to: South Carolina Secretary of State's Office
Attn: Corporate Filings
1205 Pendleton Street, Suite 525
Columbia, SC 29201

EXHIBIT C

Hastings Point Association Rules

January 3, 2019

1. No parking on the grass, except when having family gatherings or neighborhood parties.
2. No riding 4-wheelers or dirt bikes in the neighborhood.
3. No burning of trash or debris of any kind in the community.
4. No fireworks are allowed at any time within the neighborhood.
5. No commercial vehicles, RVs, or tractor trailers will be parked or stored in the neighborhood.
6. All grass, hedges, bushes, and flower bed must be maintained regularly, each yard must be completely cover with grass front, sides and back, all islands and flower bed must have rocks, pine strew or mulch.
7. All basketball goals should be in the backyard.
8. No voting or political signs will be displayed within the community.
9. All trailers must be stored inside the garage.
10. No parking of any vehicles in the woods behind homes.
11. All mailboxes must be painted solid black.
12. Residents should inform their neighbor that they are planning a party. Each resident should monitor visitors and family members who visit the community.
13. Garbage cans should go out after 7:00 pm on Sunday and should be taken in by 7:00 pm on Monday.
14. No construction projects outside of your home should be started without prior approval of the Architectural Committee.
15. All detached garages must be built behind homes, and the garage door cannot be facing the road. Also, the garage must be all brick, and the bricks must match the main house.
16. All yard sales must be pre-approved by the board.
17. All fences must be brick and wrought iron. Bricks must match the main residence. Fences can only be built in the rear of the property. Spacing of brick pillars will depend on size of yard.
18. No picket fences in the yard or around the residence.
19. All swimming pools must have a wrought iron fence or brick wall around it for safety purposes.
20. (All) dogs must be controlled by an electric fence in your back yard only or by the owner with a leash when outside the residence.
21. No mechanical work will be done on vehicles outside of your garage unless there is an emergency.
22. Inoperable vehicles must be stored or parked inside of your garage.

EXHIBIT D

RESOLUTION OF THE BOARD OF DIRECTORS OF HASTINGS POINT HOMEOWNERS ASSOCIATION, INC.

FINE POLICY

The undersigned, being the Board of Directors of HASTINGS POINT HOMEOWNERS ASSOCIATION, INC. (the "Board" and the "Association," respectively), do hereby consent, agree, authorize and resolve that:

WHEREAS, Article V, Section 28(e) of the Declaration of Covenants, Conditions, and Restrictions for Hastings Point Subdivision provides in pertinent part: The Declarant hereby reserves unto itself, its successors and assigns, the following rights to which the **Owner agrees, by acceptance of his deed, to be bound, which obligations shall run with the title to each Lot and be binding on Owner's heirs, successors and assigns:** (e) Owner's obligation for payment of such prorata share of costs, set out in (a), (b), (c) and (d) above, **and for payment of any other costs or fines as herein provided, shall be a continuing lien upon the Lot**, subject only to the lien of a first mortgage thereon given to an institutional lender.

NOW THEREFORE, the Board hereby establishes the following fine policy for violations of the Declaration, the Bylaws, and the published rules and regulations:

1. Upon being notified of a violation, the Board of Directors shall cause a First Violation Letter to be sent to the owner(s) of the subject property. The notice will inform the homeowner of the violation, and state that they have a specific period of time to correct or abate the violation. Said corrective period shall be a reasonable length of time, based on the nature of the violation and the nature of the corrective action needed, but not less than ten (10) days.
2. If within twelve (12) months of the date of the First Violation Letter the violation continues past the deadline for abatement or subsequently occurs, the Board will serve the homeowner with a Second Violation Letter providing written notice of a hearing to be held by the board in executive session. The Second Violation Letter will contain the Date, Time and Place of the Hearing and will state that fines may be levied at this hearing.
3. At the hearing, the Board of Directors will hear the testimony of the homeowner, and take the case under advisement. A decision will be rendered either at the Board of Directors meeting, or, if necessary, at a later date not to exceed five (5) days after the hearing date. If the Board of Directors decides against the homeowner, the homeowner will be notified within ten (10) days of the original Hearing date of the decision of the Board of Directors and granted a further period of time, not to exceed 50% of the original notice period, in which to correct or permanently abate the violation. If the violation is not corrected within the additional time period, the fine may be levied by the Board of Directors, not to exceed \$100.00 per day or fifty dollars (\$50.00) per occurrence for violations. Such fine will be assessed from the first day after the expiration of the additional time period. Additional notification will be

sent to the homeowner detailing the stated amount of fine or fines levied for each violation.

4. If the homeowner has not corrected the violation within the necessary time period, nor requested an alternative hearing date, nor contacted the Board of directors or management company, nor attended the Hearing, the Board of directors may levy a continuing fine per not to exceed \$ 100.00 per day or fifty dollars (\$50.00) per occurrence for violations. The fine or fines will be assessed beginning on the first day after the expiration of the corrective period stated in the first notice letter.
5. If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like parking violations or excessive noise, the same violation notice procedure will be followed with the exception that if the same violation occurs, within twelve (12) months subsequent to the hearing date, a fine will be levied per occurrence and will be assessed against the owner and the property without further notice or opportunity for hearing. However, proper notification will be sent to the homeowner detailing each occurrence of continued violation or violations with the stated amount of fine or fines levied for each violation.

The Board reserves the right to modify this Policy at any time in its sole discretion.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument.

(Community Name)

REPORT OF VIOLATIONS OF THE DECLARATIONS AND REGULATIONS

The name and address of the person reporting will be kept confidential

Send To: _____ **Homeowners Association**
Attention: _____
Mail to: _____

Date of Report: _____ **Date Received by Association:** _____

Name of Complainant: _____ **Address:** _____ **Lot #:** _____

Work or Home Phone: _____ **Email:** _____

Home Owner in Violation (if known): _____

Address of Violation: _____ **Lot #:** _____

Written Description of violation included date & time or compliant:

Signature Required: _____

ASSOCIATION USE ONLY:

Proof of Violation: _____

Status: _____ **Review of Covenants:** _____

Investigation Date: _____ **Findings: Violation:** _____ **No Violation:** _____

1st Notice Date: _____ **Response Date Received:** _____ **Compliance/Appeal**

2nd Notice Date: _____ **Fine: \$** _____ **Response Date Received:** _____ **Compliance/Appeal**

Additional Information Requested: _____ **Received:** _____

Verification of Compliance: _____

Additional Action/Notes: _____
