

THE COLLEGE PLACE HOMEOWNER'S ASSOCIATION, LLC

Operating Agreement and By - Laws

The owners of lots within College Place Subdivision

I. Definitions:

Section 1. "Association" shall mean and refer to The College Place Homeowner's Association, its successors and assigns.

Section 2. "Subdivision" shall mean and refer to College Place Subdivision, Lancaster County, South Carolina, Plat No. 2005-695, as recorded in the Register of Deeds Office for Lancaster County, South Carolina, and such additions thereto as may hereafter be brought within jurisdiction of the Association. This Agreement shall also apply to College Place Phase II.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot in the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Developer" shall mean and refer to Scott-Land Development, LLC. The Developer shall be responsible for Architectural Review and may appoint Architectural Review Committees at any time.

Section 5. "Lot" shall mean and refer to any of the lots in the subdivision as platted or re-subdivided with any such re-subdivision increasing the size of the lots and/or diminishing the number of lots.

Section 6. "Common Area" shall mean and refer to any real property acquired or managed by the Association for the common use and enjoyment of the owners. The "Common Area" once deeded from the Developer shall become the responsibility of the Association. The Developer reserves the right to change or modify the Common Areas until the Common Areas are transferred to the Association.

II. Property Rights

Every owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title of every lot subject only to guidelines set out by the Association from time to time.

III. Membership and Voting Rights

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

Section 2. Members shall be all the Owners who shall be entitled to one vote for each lot owned. When more than one person or an entity holds an interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Officers of the Association shall be elected by a majority vote at a duly called meeting of the Association for a term of office of two (2) years. Officers shall consist of a President, Vice President, Secretary and Treasurer. Officers shall be responsible for overseeing all committees that the Association may form at its discretion. The Officers shall serve as the initial Board of Directors and may appoint additional Directors as required or needed. The Board of Directors shall not exceed more than seven Directors which shall include all Officers.

IV. Covenant for Maintenance Assessment

Section 1. Each owner of any lot (excepting only the Developer whose assessments or charges shall be based on ownership of a single lot no matter how many lots in the subdivision the Developer may own) covenants and agrees to pay to the Association regular assessments or charges to be established and collected as hereinafter provided but in no event ever less than Two Hundred and Fifty (\$250.00) Dollars per annum.

The regular assessments, together with interest at the legal rate, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. That such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly

assumed by them.

Section 2. The assessment levied by the Association shall be used for the expense and maintenance of the entrance areas, the common areas and for the expenses of maintenance of the appearance of the subdivision as the Association shall determine.

Section 3. Beginning with the calendar year 2004 the maximum annual assessment shall be \$250.00. Thereafter, any increase in the maximum annual assessment shall be determined by a vote of seventy-five (75%) percent of the membership.

Section 4. Any action to increase the maximum annual assessment shall be taken only at a meeting called for that purpose, written of which shall be given to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Except as provided in Section 3 above, majority vote shall apply.

Section 5. The annual assessment shall be fixed at a uniform rate for all lots and may be collected on a yearly basis.

Section 6. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner. Due dates begin February 1 and end April 5 unless otherwise established by the Association.

Section 7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of five (5%) percent per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the lot.

Section 8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereof or becoming due from the lien thereof.

V. Amendment

Section 1. The By-Laws of the Association may be amended by a vote of 75% (Seventy-Five Percent) of the Membership.

VI. Restrictive Covenants

Section 1. The Association hereby adopts and ratifies the Restrictive Covenants filed January 9, 2006 in Deed Book 316 page 163 in the Lancaster County Register of Deeds.

President

Witness

Vice President

Witness

Treasurer

Secretary