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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

SECOND AMENDMENT TO THE BYLAWS
OF THE WEST POINT HOMEOWNERS
ASSOCIATION

Background

West Point Homeowners Association, Inc. ("WPHA") was created by the Restrictive Covenants of the West Point Subdivision recorded in Book J180 at Page 630 in the Charleston County RMC Office, which was re-recorded in Book W180 at Page 889, and as expanded by the Declaration of the Application of Restrictive Covenants for West Point Subdivision Phase II recorded in Book U188 at Page 418 (collectively, the "Restrictive Covenants").

The Members of the West Point Homeowners Association have voted to amend the Bylaws of the West Point Homeowners Association, Inc.

THEREFORE, having been approved by the Members in accordance with the requirements of the Restrictive Covenants and Bylaws for the West Point Homeowners Association; the Bylaws are hereby amended with the following:

Amendment #1

Add new "Section 11" to Article 7 of the Bylaw as follows:

Capital Contribution – In the event of the resale of a home by an owner, the purchaser of the unit shall be charged the fee of two hundred and fifty dollars (\$250) payable to the association for the funding of the reserve account for capital projects. In the event the purchaser fails to pay the Capital Contribution in accordance with the terms hereof, Association shall have the right to collect such capital contribution in the same manner as past due assessments, including, but not limited to, the right to recover reasonable attorney fees and costs.

Amendment #2

Change existing Section 4 of Article 5 of the Bylaws and substitute the proposed change:

Existing: "The initial Board of Directors shall consist of three people who shall be elected at the initial meeting of the Association and shall serve until the first annual meeting of the Association At the first annual meeting, the Members shall elect four Directors, three for a term of two years (to be elected in one election), and one for a term of one year (to be elected in a second election), and the Board shall thereafter consist of four Directors At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office."

Amended Change: "The initial Board of Directors shall consist of three people who shall be elected at the initial meeting of the Association and shall serve until the first annual meeting of the Association. At the first annual meeting, the Members shall elect four Directors, three for a term of two years (to be elected in one election), and one for a term of one year (to be elected in a second election), and the Board shall thereafter consist of three (3) to five (5) Directors at each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office. If a vacancy on the Board does occur, the remaining Directors can elect a new Director to serve the remaining term of the vacant seat."

IN WITNESS HEREOF, West Point Homeowners Association, Inc. has executed this instrument this 28th day of May, 2019.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WEST POINT HOMEOWNERS
ASSOCIATION, INC. a South Carolina
nonprofit corporation

Witness #1: _____

T. Bradford

President: _____

T. Bradford

Witness #2: _____

Pamela Robinson

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGEMENT

)

COUNTY OF CHARLESTON

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The foregoing signature was acknowledged before me this 20th day of May, 2019 by the WEST POINT HOMEOWNERS ASSOCIATION, INC. by Terrie Berglof its President.

Pamela Robinson

Signature of Notary Public

Print Name of Notary Public: Pamela Robinson

Notary Public for South Carolina

My Commission Expires: October 3, 2024

[AFFIX NOTARY SEAL]

RECORDER'S PAGE



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WEST POINT HOA

RECIPIENT:

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J180

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FIRST AMENDED
BYLAWS
OF
WEST POINT HOMEOWNERS ASSOCIATION, INC.

THESE BYLAWS AMEND AND SUPERSEDE THE BYLAWS OF WEST POINT
HOMEOWNERS ASSOCIATION, INC. THAT WERE EXECUTED ON MARCH 27, 1990.

ARTICLE I

NAME AND LOCATION

The name of the corporation is WEST POINT HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "WPHA." The principal address is PO Box 1938, Mt. Pleasant, SC 29465, but meetings of Members and Directors may be held at such places within the State of South Carolina, County of Charleston, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The following words and terms, when used in these Bylaws or any supplemental set of Bylaws (unless the context shall clearly indicate otherwise), shall have the following meanings:

- a. "Association" and "WPHA" shall mean and refer to West Point Homeowners Association, Inc., a South Carolina Non-Profit Corporation, its successors and assigns
- b. "Board" shall mean the Board of Directors of the Association.
- c. "Common Properties" shall mean or refer to those areas of land with any improvements thereon that may be designated as common properties on plats filed for record in the RMC Office for Charleston County, South Carolina, or which may be deeded to the Association, and designated in said deed as "common properties".
- d. "Lot" shall mean and refer to the land of those Owners who are Members of the Association as provided in the Covenants.
- e. "Member" shall mean and refer to those Owners who are Members of the Association as provided in the Covenants.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the

mortgagee unless or until such mortgage has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any Lessee or Tenant of an Owner.

- g. "Covenants" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the real estate records in the RMC Office for Charleston County, South Carolina.
- h. "Properties" shall mean and refer to the property in the West Point Subdivision as described in the declaration of Covenants and Restrictions of West Point Subdivision and Declaration of Application of Restrictive Covenants for West Pont Subdivision Phase II, and any supplemental declarations and amendments thereto.
- i. "Plat" shall mean all final plat or plats of relating to the West Point subdivision that have been, or in the future may be, recorded in the RMC Office for Charleston County.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association and voting rights shall be as set forth in the Covenants.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the property against which such assessments are made.

Section 3. The voting right of any member shall be suspended for so long as the member owes WPHA any unpaid assessments, fines, attorney's fees, costs, and/or other expenses. The member's voting rights and privileges shall be automatically restored upon payment of all outstanding assessments, fines, attorney's fees, costs, and/or other expenses owed to WPHA.

Section 4. Quorum. The presence at the meeting of Members, or of proxies, entitled to cast a majority of the total vote of the Membership shall constitute a quorum for the transaction of business at meetings of the Association. Unless otherwise provided herein, a majority of the votes cast at such meeting shall be the vote required to adopt decisions. Any absent Member who does not execute and return the proxy form delivered to him as required hereinbelow shall be deemed to be present for the purposes of determining the presence of a quorum.

Section 5. Voting. Votes can be cast only at meetings of the Association convened in accordance with the Bylaws, and in the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer, a partnership shall act by any general partner, an association shall act by any associate, a trust shall act by any trustee, and any other legal entity shall act by any managing agent. When a Member consists of two or more persons, any one of such persons shall be deemed authorized to

act for all in taking any action on behalf of such Member unless another or such person objects and in case of disagreement among co-owners as to the vote, the vote which such co-owners may be entitled to cast may not be cast. All appurtenant to a single Lot must be cast together and may not be split.

Section 6. Proxies. Any member may, by written proxy, designate an agent to cast his vote. Unless a proxy states otherwise, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but shall be deemed revocable at will unless it states otherwise. No proxy shall be honored until delivered to the Board of Directors of WPHA. If at least thirty days prior to a duly called meeting, a Member is delivered notice of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such notice, and the Member neither attends the meeting nor returns his executed proxy, then such Member shall be deemed to have given his proxy to and for the majority present and voting.

Section 7. Consents. Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by all members.

Section 8. Annual Meetings. The annual meeting of the Association shall be held on a date determined by the Association. Any business which is appropriate for action of the Members may be transacted at an annual meeting.

Section 9. Special Meetings. Special Meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Members. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Members waive notice of any additional business.

Section 10. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted shall be delivered to every Member not fewer than ten days in advance of the meeting; provided, however, that notice may also be given as described in Section 5 of this Article. Failure to deliver proper notice of a meeting of the Members shall not invalidate any action taken at the meeting unless (1) a Member who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Member who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following the meeting, in which case the action objected to shall be void.

Section 11. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting either before or after the meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by the Member of notice of the time, date and place of meeting unless the Member objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 12. Place of Meeting. All meetings of the Association shall be held at such convenient place as the Board of Directors may direct.

Section 13. Adjournment. Any meeting of the Association may be adjourned from time to time for period not exceeding forty-eight hours by vote of Members holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at any adjourned session and no additional notice of adjourned sessions shall be required.

Section 14. Order of Business. The order of business at all meetings of the Association shall be as follows:

1. roll call;
2. proof of proper notice of the meeting or waiver of notice;
3. reading of the minutes of the preceding meeting;
4. report of the Board of Directors;
5. report of officers;
6. reports of committees;
7. election of Directors (when required);
8. unfinished business, and
9. new business

Section 15. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. The minutes shall be made available for examination and copying by a Member at any reasonable time.

ARTICLE IV

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized to provide a vehicle to assure, through assessments, that West Point Subdivision shall be maintained in an attractive, sightly condition and to provide certain other benefits for its Members as set forth in the Covenants.

Section 2. Additions to Properties and Membership. Additions to the Properties shown on the Plat may be made as provided in the Covenants. Such additions, when properly made under the applicable Covenants, shall extend the jurisdiction, functions, duties and membership of the corporation to such Properties.

ARTICLE V

BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Form of Administration. The Association shall act by and through its Board of Directors

Section 2. Authorities and Duties. The Board of Directors shall provide for the following:

1. the maintenance, repair and replacement of the common properties and the designation and dismissal of the personnel necessary to accomplish the same;
2. the collection of assessments from the Members;
3. the procuring and keeping in force of insurance on the common properties, if desired by the Board, and the adjustment (including the execution and delivery of releases upon payment) of claims against such policies as are obtained;
4. the enactment of reasonable regulations governing the operation and use of the common properties, including any necessary "house rules" (it shall not be necessary to record regulations newly adopted or the amendment or repeal of existing regulations but no Member shall be bound by any newly adopted regulation or any amendment or repeal of an existing regulation until a copy of the regulation has been delivered to him);
5. the enforcement of the terms of the Covenants; these Bylaws, and any regulations promulgated pursuant to the Bylaws; and
6. the administration of the Association on behalf and for the benefit of all Members.
7. The power and authorities of the Board shall include, but not be limited to, the right to contract for the management of the Regime and delegate to the contractor all powers and duties of the Association except such as specifically required by the Restrictive Covenants to have approval of the Board of Directors or the Membership. The contractor shall assess and collect fees as provided for in these Bylaws and the Restrictive Covenants, and to foreclose liens for unpaid assessments, fines, attorney's fees, and any other court costs owed by a member to WPHA.

Section 3. Qualification. Only an individual who is a Member or who together with another person or persons is a Member, or who is an officer of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is a Member or which together with another person or persons is a member, may be elected and serve or continue to serve as a Director of the Association. The number of Directors provided at any one time by

a Member which is an organization or which consists of more than one individual shall not exceed the number of Lots owned by such Member.

Section 4. Election and Term. The initial Board of Directors shall consist of three people who shall be elected at the initial meeting of the Association and shall serve until the first annual meeting of the Association. At the first annual meeting, the Members shall elect four Directors, three for a term of two years (to be elected in one election), and one for a term of one year (to be elected in a second election), and the Board shall thereafter consist of four Directors. At each subsequent annual meeting, Directors shall be elected for two-year terms to succeed the Directors whose terms expire at the meeting. A plurality of the votes cast shall be sufficient to elect a Director in any election. A Director may be elected to succeed himself, and a Director shall be deemed to continue in office until his successor has been elected and has assumed office.

Section 5. Removal. A Director may be removed from office with or without cause by the vote of the Members.

Section 6. Vacancies. Any vacancy on the Board of Directors shall be filled by appointment by the majority of the remaining Directors, and the new Director shall serve for the unexpired term of his predecessor. In the event a majority is unable to agree as to the appointment of a new Director, the Developer shall be empowered to fill such vacancy for so long as it is entitled to elect no less than a majority of the Board. Any vacancy that remains unfilled at the time of an annual meeting shall be filled by a vote of the Members.

Section 7. Voting. Each Director shall have one vote on all matters acted upon by the Board of Directors. The affirmative vote of two Directors on the initial board and of three Directors on subsequent Boards shall be sufficient for any action unless otherwise specified in these Bylaws.

Section 8. Quorum. Three Directors shall constitute a quorum for the transaction of business.

Section 9. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

Section 10. Annual Meetings. An Annual meeting of the Board of Directors shall be held during each fiscal year within thirty days preceding the annual meeting of the Association. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

Section 11. Regular Meetings. Regular meeting of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two of the

Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

Section 13. Notice of Meetings. Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at the meeting unless (1) a Director who was present but was not given proper notice objects at the meeting, in which case the matter objected to shall not be taken up or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty days following the meeting, in which case the action objected to shall be void.

Section 14. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors either before or after the meeting. Attendance at a meeting by a Director shall be deemed a waiver by the Director of notice of the time, date and place of the meeting unless such Director objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

Section 15. Place of Meeting. All meetings of the Board of Directors shall be held at such convenient place as the Board may select. Meetings may be conducted by telephone if all Directors consent.

Section 16. Minutes of Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of the minutes shall be distributed to each Member within thirty days following each meeting, and all minutes shall be made available for examination and copying by any Member at any reasonable time.

Section 17. Compensation. The Directors may receive such compensation as the Association by vote may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

ARTICLE VI

OFFICERS OF THE ASSOCIATION

Section 1. Designation. The Association shall have a President, a Vice President, a Secretary and a Treasurer. The Association may also have one or more assistants to any of such officers as may be necessary from time to time. The offices of Secretary and Treasurer may be filled by the same individual and the combined office referred to as Secretary-Treasurer. The officers shall have the authority, powers, duties, responsibilities provided by these Bylaws, or to the extent not so provided, by the Board of Directors.

Section 2. Qualifications. Only Directors may be elected and serve as Officers.

Section 3. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An Officer may be re-elected to any number of terms.

Section 4. Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 5. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to, the power to appoint committees from among Members from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 6. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 7. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meetings of the Members and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct.

Section 8. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association.

Section 9. Compensation. The Officers may receive such compensation as the Association determine by vote and shall be entitled to reimbursement by the Association for expense incurred in the conduct of their duties.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by the Association

Section 2. Budget. The Board of Directors shall prepare and submit, or cause to be prepared and submitted, to the Members at their annual meeting a proposed budget for the Association for the fiscal year. The proposed budget shall set forth with particularity the anticipated common expenses for the fiscal year and the amount of money needed to establish reasonable reserves for the payment of common expenses and contingencies.

Section 3. Approval of Budget. The proposed budget, as it may be amended upon motion by any Member, shall be submitted to a vote of the Members and when approved shall become the budget of the Association for the fiscal year. The terms of the Budget shall be binding upon the Board of Directors unless and until such terms are amended by action of the Members.

Section 4. Annual Assessments. The funds required by the Budget shall be collected from the Members in annual assessments, and the annual Assessments shall be payable as and when determined by the Association. The annual assessments are currently \$100.00 per lot due and payable on May 31st of each year.

Section 5. Special Assessments. The funds required from time to time to pay any common expenses which are not covered by the Budget but which are approved by the Members shall be collected from all the Members by the Board of Directors in such installments (Special Assessments) as the Members shall determine.

Section 6. Collection. Members shall be personally liable for all assessments and shall pay the same promptly when due. The Board of Directors shall take a prompt action to collect by suit, foreclosure or other lawful method any overdue assessment. If any over assessment is collected by an attorney or by action at law, the Member owing the same shall be required to pay all reasonable cost of collection, including attorney's fees.

Section 7. Penalty. An assessment not paid within fifteen days following the date when due shall bear a penalty of Five (\$5.00) Dollars plus two (2%) percent of the assessment per month from the date when due. The penalty shall be added to and collected in the same manner as the assessment. The Board of Directors may in its discretion waive all or any portion of a penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Member.

Section 8. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a federally chartered bank having an office in Charleston County, South Carolina. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a federally chartered bank, savings and loan association, or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petty cash fund of not more than fifty (\$50.00) Dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Member at any reasonable time.

Section 9. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Association. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty (\$50.00) Dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals

drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two officers of the Association designated by the Board of Directors

Section 10. Bonding. The Board of Directors shall procure a fidelity bond in an amount of not less than ten thousand dollars covering every individual authorized to withdraw funds from any checking or savings account maintained by the Association. The cost of the bond shall be a common expense.

ARTICLE VIII

MAINTENANCE AND IMPROVEMENTS

Section 1. Insureds. Insurance policies upon the common properties covering the items described below, shall be purchased by the Board of the Association for the benefit of the Association, and the Members and any mortgagees, as their interests may appear. Provision shall be made for the issuance of certificates of insurance. Such policies and endorsements shall be deposited with and held by the Secretary of the Board.

Section 2. Coverage. Insurance shall cover the following when available: (a) the replacement value of all common elements. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and against such other risks as are customarily covered with respect to buildings and improvements similar to the buildings and improvements on the Properties; (b) public liability in such amounts and with such coverage as shall be determined by the Board of Directors; (c) workmen's compensation (if required); and (e) such other insurance as the Board of Directors may from time to time determine to be desirable.

Section 3. Premiums and Deductibles. Premiums upon insurance policies and that portion of any covered loss not compensated for because of the loss deductible clause of the policy shall be paid by the Association as a common expense, but charged to Members as a portion of annual assessments.

Section 4. Proceeds. The proceeds received by the Association from any indemnity paid under a hazard insurance policy shall be held by the Board of Directors. After deduction of all reasonable expenses of the Board in administering such proceeds, the net proceeds shall be used to repair the damages for which claim was made under the policy

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of the Association. No Member shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by such Member. All business correspondence of the Association and all contracts executed by the Association shall contain the following statement:

WEST POINT HOMEOWNERS ASSOCIATION, INC. is a non-profit Corporation established pursuant to the laws of the State of South Carolina. No Member thereof shall be liable for a greater fraction of a debt or liability of the Association than represented by the assessments payable by the Member.

Section 2. Liability of Directors and Officers. No Director or Officer of the Association shall be liable to any Member for any decision, action, or omission made or performed by such Director or Officer in the course of his duties unless such Director or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Covenants of these Bylaws.

Section 3. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and Officer of the Association from any liability claimed or imposed against him by reason of his position or decision, action or omission as a Director or an Officer of the Association if all of the following conditions are satisfied: such Director or Officer is not required to bear such liability by the terms of the Covenants, the laws of South Carolina or these Bylaws; such Director or Officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and such Director or Officer cooperates with the Association in defending against the claim. The expense of indemnifying a Director or an Officer shall be a common expense and shall be borne by all the Members, including such Director or Officer.

ARTICLE XI

ATTESTATIONS AND CERTIFICATIONS

Section 1. Attestation of Documents. The presence of the signature of the Secretary of the Association on any contract, conveyance, or any other document executed on behalf of the Association by another Officer of the Association shall attest: that the Officer of the Association executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute the document on behalf of the Association, and that the signature of the Officer subscribed on the document is genuine, and that the execution of the document on behalf of the Association has been duly authorized.

Section 2. Certification of Documents. When any document relating to the Properties or the Association is certified as authentic by the Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

Section 3. Certification of Actions and Facts. When there is executed by the Secretary a written statement setting forth (i) actions taken by the Association or by the Board of Directors, or (ii) facts relating to the Properties or the Association as determined by the Board of Directors, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws and the Restrictive Covenants of West Point Subdivision may be amended or repealed and new Bylaws and Restrictive Covenants adopted at a regular or special meeting of the Members, by vote of a majority of the number of lots eligible to vote cast in favor of such amendment

ARTICLE XIII

MISCELLANEOUS

Section 1. Record of Ownership. Any person who acquires title to a Lot (unless merely as security for a debt) shall promptly inform the Board of Directors of his or her identity, mailing address, and the date upon and the manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Members and of the dates upon which they acquired title to their Lots.

Section 2. Delivery of Notices and Documents. All notices and documents required herein shall be deemed delivered to a Member by placing a copy of the notice or document at the front door of the dwelling on the Member's lot in the West Point Subdivision, unless the Member has previously provided the Board of Directors of WPHA with written notice of another address for delivery of notices and documents. In the alternative, all notices and documents required herein shall be deemed delivered to a Member by placing a copy of the notice in the United States Mail, Postage Prepaid, addressed to the Member's last known address. All notices and documents may be delivered to WPHA by delivering or mailing a copy to the Board of Directors at West Point Homeowners Association, Inc., P.O. Box 1938, Mt. Pleasant, South Carolina, 29465.

Section 3. Waiver. No provision of the Bylaws or the regulations shall be deemed to have abrogated or waived by reason or any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 4. Conflicts. In the event of any conflict between the Bylaws and the Covenants, the Covenants shall control, as appropriate. In the event of a conflict between the Bylaws and the regulations, the Bylaws shall control.

Section 5. Severability. The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 6. Captions. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Bylaws or the intent of any provision.

