

EXHIBIT "F"

BK R 626PG854

**BY-LAWS OF
THE PARISH PLACE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
PURPOSE**

The Parish Place Condominium Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called the "Association"), has been organized for the purpose of administering a horizontal property regime established pursuant to the Horizontal Property Act of South Carolina (hereinafter called the "Act"), which is identified by the name The Parish Place Horizontal Property Regime (hereinafter called the "Condominium"), said Condominium being located in the Town of Mt. Pleasant, County of Charleston, South Carolina, being more particularly described in the Master Deed establishing such Condominium (hereinafter the "Master Deed"). These By-Laws shall govern the operation of the Association.

**ARTICLE II
DEFINITIONS**

All terms and phrases used herein shall have the same definition and meaning as set forth in the Master Deed and/or in the Act and as follows, unless the context otherwise requires:

2.1 Members: All Co-owners of the Property.

2.2 Majority of Members: Members owning fifty-one percent (51%) or more of the basic value of the Property as a whole, as set forth in the Master Deed.

**ARTICLE III
OFFICES**

The principal office of the Association shall be located at 2020 Wappoo Hall Rd., Charleston, South Carolina 29412. The Association may have other offices within and without the State of South Carolina as the Association may determine or as the affairs of the Association may require from time to time. The Association shall have and continuously maintain in the State of South Carolina, a registered agent whose office shall be located in the State of South Carolina. The registered agent may be changed from time to time by the Association.

**ARTICLE IV
MEMBERS**

Each and every Co-Owner of a Unit in the Condominium shall be a Member of this Association. Further, there shall be appurtenant to each Unit in the Condominium the number of

votes assigned in the Master Deed which shall be voted collectively by the Voting Member of that Unit as set forth in Exhibit "D" of the Master Deed. Upon the sale, conveyance, devise or other transfer of any kind or nature of any Unit, such subsequent transferee shall automatically become a member hereof and likewise the vote appurtenant to the Unit shall automatically pass and the membership of the transferrer immediately terminated whether any membership certificate of voting certificate be transferred or not; provided, however, the Association shall for all purposes be entitled to rely upon the right to membership and voting rights of the person shown as Co-owner of a Unit in its records until notified of such transfer by delivery of written notice thereof to the secretary of the Association. Each and every Co-Owner of a Unit in the Condominium shall provide the Association with the name and mailing address of any Mortgagee having a lien on his or her Unit by sending written notice thereof to the Secretary of the Association.

ARTICLE V **APPLICATION**

All present and future Co-Owners, tenants, future tenants, agents, servants, employees, guests, invitees and any other person using the facilities of the Condominium or occupying any Unit shall be and are hereby subject to all matters, set forth in these By-Laws, Rules and Regulations promulgated by the Association hereof, and all things set forth in the Master Deed and in The Act.

A mere acquisition or rental of a Unit or use of the facilities of the Condominium shall signify these By-Laws and all Rules and Regulations and provisions contained within the Master Deed, the Act, or promulgated by the Association are accepted, ratified and shall be complied with.

ARTICLE VI **MEMBER'S MEETINGS**

6.1 The **annual members' meeting** shall be held at the office of the Association or at such other location as may be determined by the Association at 5:00 P.M. on the first Tuesday in December of each year, or such other time and date as shall be designated by the Association, for the purpose of electing officers, and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held on such date and time and at the same hour on the next succeeding business day. If the annual meeting is not to be held at the office of the Association (if any), the Secretary of the Association shall give to the members thirty (30) days prior written notice of the time, date and place of the annual meeting.

6.2 **Special member's meetings** shall be held whenever called by the President or by a majority of the officers. Also, upon written request from members entitled to cast **thirty-three percent (33%)** of the votes of the entire membership made to the Secretary of the Association stating the purpose therefor, a special meeting shall be called by the Secretary of the Association to be held within forty-five (45) days thereafter. No business, other than such business stated in the notice for a special meeting, shall be transact at said meeting.

6.8 **Action in Lieu of a Meeting.** Any action required by law to be taken at a meeting of the Association or any action which may be taken in a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Association and further provided the same is not otherwise prevented by these By-Laws, the Master Deed or the Act.

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

6.10 **Order.** The order of business at annual members' meetings and as far as practical at all other members' meetings, shall be: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading and disposal of any unapproved minutes; (d) Reports of officers, if any; (e) Reports of committees, if any; (f) Election of inspectors of election; (g) Election of officers; (h) Unfinished business; (i) New business which shall include adoption of a budget for the fiscal year; and (j) Adjournment.

ARTICLE VII **OFFICERS**

7.1 **Officers.** The Association shall be managed by executive officers consisting of a President, a Vice President and a Secretary/Treasurer. The initial officers shall be appointed by the Declarant and shall hold office until the first annual meeting of the Association after the expiration of the Transition Period.

7.2 **Officer Qualifications After the Expiration of the Transition Period.** All officers of the Association shall be either Co-Owners (or voting designees of a corporate Co- Owners), Mortgagees or designees of Mortgagees. Each officer must be in good standing with the Association and current in payment of all fees, assessments and common expenses. Any officer who is delinquent in the payment of any common expenses or assessments shall automatically cease to be an officer.

7.3 **Election of officers** During the Transition Period, the Declarant shall appoint all officers; thereafter election of the officers shall be conducted in the following manner:

(a) The officers to replace the initial officers appointed by the Declarant shall be nominated and elected at the organizational meeting called by Declarant within thirty (30) days of conveyance of the first Unit in the Condominium to a third party. Officers elected at subsequent elections shall be elected for a term of one year, and shall be elected at the regular annual meeting of the Association. Officers shall serve until their successors are elected and qualified.

(b) Except as to vacancies provided by removal of an officer by members, vacancies occurring between annual meetings of members shall be filled at a special meeting of the Association.

minutes of the proceedings of the officers.

7.12 **The presiding officer of officers' meetings** shall be the President. In the absence the President, the Vice President present shall preside over the meeting.

7.13 **Powers and Duties of the Officers.** All of the powers and duties of the "Council of Co-Owners" existing under the Act, the Master Deed establishing the Condominium, the Charter of the Association and these By-Laws shall be exercised exclusively by the officers, its agents, contractors or employees, subject only to approval by the Co-Owners when such is specifically required by law or the Condominium Instruments. The officers shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulations shall not be in conflict with the Act or the Condominium Instruments. The officers may delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the officers on such matters which may arise between meetings of the officers as the officers deem appropriate. In addition to the duties imposed by these By-Laws, the Master Deed, The Act or by any resolution of the Association that may hereafter be adopted, the officers shall on behalf of the Association:

(1) Annually on or before December 1 of each year, prepare a proposed budget for the upcoming fiscal year to include such sums as it deems necessary and adequate to provide for the Common Expenses and other related expenses of the Condominium.

(2) Make assessments against Co-owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Co-owners and establish the period of the installment payment of the annual assessment for Common Expenses.

(3) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium except the portions thereof which are the responsibility of individual Co-Owners.

(4) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Condominium Property.

(5) Collect the assessments against the Unit Co-owners, deposit the proceeds thereof in bank depositories approved by the officers and use the proceeds to carry out the administration of the Condominium Property.

(6) Make and amend the rules and regulations for the use of the Condominium and all facilities and property thereof. The initial Rules and Regulations of Parish Place Horizontal Property Regime are attached hereto as Exhibit "G".

to be established by the Association. The managing agent must be able to advise the officers regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in the necessary areas. The managing agent shall perform such duties and services as the officers shall direct. The officers may delegate to the managing agent all of the powers granted to the officers by these By-Laws other than the powers which may not be delegated by the officers pursuant to the Act or the Condominium Instruments. The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these By-Laws.

7.14 **The Executive officers of the Association** shall be a President, a Vice President, and a Secretary-Treasurer, and at the option of the officers, an Assistant Secretary and/or Assistant Treasurer, all of whom shall be elected annually by the members at the annual meeting of the Association. Any person may hold two or more offices except that the President shall not also be the Secretary-Treasurer or assistant. The Association may, from time to time, elect such other officers and designate their powers and duties as it shall find to be required to manage the affairs of the Association. Each officer shall hold office until his successor shall be duly elected and qualified.

7.15 The **President** shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in his or her discretion determine appropriate to assist in the conduct of the affairs of the Association. The President or his written designee shall serve as Insurance Trustee for the Association.

7.16 The **Vice President** shall, in the absence of the President or in the event of his or her death, inability or refusal act, shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Association.

7.17 The **Secretary-Treasurer** shall record the minutes of all proceedings of the Association. The Secretary-Treasurer shall attend to the giving and serving of all notices to the members and other notices required by law. The Secretary-Treasurer shall have custody of the Seal of the Association and affix the same to instruments requiring a seal when duly signed. He or she shall also keep the records of the Association or cause such to be prepared and kept, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the President. Additionally, the Secretary-Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Secretary-Treasurer shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Secretary-Treasurer.

7.18 **The compensation of all officers** and employees, if any, of the Association shall be fixed by the Association. Any officer who contracts with the Association to provide labor, material or services shall not vote on any matter regarding such employment or contract.

emergency and in order to preserve the Property or for the safety of the occupants, a Co-Owner may assume the responsibility therefor, and he or she shall be relieved of liability for such acts performed in good faith and reimbursed for his or her expense by the Association when approved by the Association.

The Association shall have the power to determine the use to be made of the General Common Elements from time to time, provided that no such use shall discriminate against a Co-Owner or otherwise contradict the provisions of the Condominium Instruments.

8.3 **Limited Common Elements.** Each Co-Owner shall maintain in good, clean and sanitary condition, and repair and replace at its expense, any Limited Common Element appurtenant to only its Unit. Except as set forth in Paragraph 8.2 above, each Co-Owner shall be responsible for its share of the cost to maintain, repair and replace any Limited Common Element appurtenant to its Unit and less than all of the Units of the Condominium (for example, Limited Common Elements appurtenant to all Units in a Building). Each Unit's share of said expense shall be divided in accordance with the percentages set forth in Exhibit "D" to this Master Deed. In the case of an emergency and in order to preserve the Limited Common Elements or for the safety of the occupants, a Co-Owner may assume the responsibility therefore, and he or she shall be relieved of responsibility for such acts performed in good faith and reimbursed for his or her expense by the other Co-Owners of Units which the particular Limited Common Element is appurtenant.

ARTICLE IX **FISCAL MANAGEMENT**

The making and collection of assessments against Co-Owners for Common Expenses shall be pursuant to the following provisions:

9.1 **Assessments.** The Association shall assess each Co-owner, for such Co-owner's proportionate share of the Common Expenses, including but not limited to the water/sewer bill for the three buildings and the cost of hazard and liability insurance, such share being the same as the undivided share of such Co-owner in the Common Elements appurtenant to his, her or its Unit specified in Exhibit "D" to the Master Deed except as set forth below. Notwithstanding anything hereunto the contrary should the Association determine an owner or owners are excessive users of the water/sewer services the Association may assess such owner(s) the reasonable cost of such services attributable to the excessive use. The Declarant may elect to exempt itself from such assessments as set forth in Paragraph 6.7 of the Master Deed. Said assessment shall be made and collected in the manner hereinafter provided.

9.2 **Accounts.** The funds and expenditures of the Association shall be credited and charged according to good accounting practices to accounts under the following classifications or combinations thereof, as shall be appropriate:

(a) **Current expenses** for the Association shall be Common Expenses and shall include

days notice thereof in such manner as the Association shall require.

(c) **Initial Assessments.** The Declarant, as the agent of the Association, will collect from each initial Co-owner of each Unit at an amount equal to three months of assessment. The Declarant will deliver the funds so collected to the Association to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Association may determine.

(d) **Transfer Fee.** Upon the transfer of title to a Unit in the Condominium, a transfer fee equal to three times (3x) the then current monthly regime fee per transfer shall be payable to the Association by the purchaser of a Unit.

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

9.6. **Collection of Assessments.**

(a) **Interest; Application of Payments.** Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall have a late charge of five percent (5%) of the installment due and if not paid on or before the thirty (30) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(b) **Lien.** All assessments against any Co-owner shall constitute a lien against the Co-owner's Unit in favor of the Association, as provided by the Act, which lien shall become effective when a notice claiming such lien has been duly recorded by the Association in the appropriate Charleston County office. Such claim of lien shall state the description of the Unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall be signed and verified by an officer or agent of the Association prior to its being recorded; and no such claim of lien shall be made by the Association unless the assessment, charge or expense, giving rise to the lien, remains unpaid for more than ten (10) days after same becomes due. Any such lien may be foreclosed by the Association in the manner provided by law for the foreclosure of real estate mortgages. The lien shall secure the payment of all assessments as described in said claim of lien and, in addition thereto, shall secure the payment of subsequent assessments which come due after the filing of the claim of lien and prior to the satisfaction of such lien by foreclosure or otherwise, including late charges and interest

Association;

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(d) The insurance shall not be affected or diminished by reason of any other insurance carried by any Co-Owner or mortgagee covering the same loss;

(e) Each policy shall contain the standard mortgage clause, except that any loss otherwise payable to the named mortgagee shall be payable as provided in ("a") above.

(f) Each policy shall contain provisions designating the interests of various mortgagees to specific Units and other property of the Condominium covered by the master policy;

(g) Such policy shall contain a provision that it cannot be cancelled, invalidated or suspended due to the conduct of any Co-Owner (including his invitees, agents and employees) or of any member, officer or employee of the Association or the Managing Agent (if any) without a prior demand in writing that the Association or the Managing Agent cure the defect and neither shall have so cured such defect within thirty (30) days after such demand;

(h) Such policy shall contain a provision that it may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Association, the Managing Agent, if any, and all mortgagees of record.

(i) All policies of insurance shall be written by reputable companies licensed to do business in the State of South Carolina.

10.2 Flood Insurance. Should the property subsequently be determined to be in an A or V flood zone the Association shall properly obtain and maintain flood insurance in the highest amount available that is underwritten by FEMA.

10.3 President as Trustee. The President of the Association shall hold any insurance proceeds in trust for Co-Owners and lien holders as their interests may appear. Subject to the provisions of subsection 10.1, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, and Co-Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements have been completely repaired or restored, or the Condominium is terminated. The remaining proceeds, if any, shall be disbursed or retained as reserves a determined pursuant to the terms and conditions of these By-Laws.

10.4 Liability Insurance. The Association shall maintain comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Association but not less than \$1,000,000.00 for any single occurrence, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Limited and General Common Elements. Each policy shall contain a provision that requires at least ten (10) days notice to the Association and all Co-Owners before the policy may

taken or condemned by any authority having the power of eminent domain, such that no Unit nor any part thereof is taken, and no part of the Limited Common Area to which a Unit has exclusive use is taken, then all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Unit Owners and mortgages according to the loss or damage to their respective interests in such Common Areas. The Association shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners, or any Mortgages of any one or more Units, to represent their own interest. Such proceeds shall, subject to the prior rights of such Mortgagees, be used in accordance with the provisions of the Master Deed. Nothing herein is to prevent Unit Owners whose Units are specifically affected by the taking or condemnation proceedings from joining in such proceeding and petition on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas. In the event that the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Unit Owners, subject to the rights of Mortgagees of such Units.

11.2 Partial or Total Taking Directly Affecting Units. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or part thereof (including a Limited Common Area) is taken, the Association shall act on behalf of the Unit Owners with respect to Common Areas as in Paragraph 11.1 above, without limitation on the right of any mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of the Limited Common Area). The awards so made shall, subject to the prior rights of Mortgagees, be used and distributed by the Association first to restore the units and common facilities on the remaining land of the Condominium in the same manner as provided for restoration under Article XII of the Master Deed to the extent possible. If the Building and improvements of the Condominium are taken to the extent that the Unit(s) and/or other improvements affected cannot be reconstructed or restored substantially in accordance with the Building Plans, the members of the Association shall be polled in writing, in person or via United States Mail as to whether the Condominium shall be waived or the affected property reconstructed or restored. The Condominium may only be waived in accordance with the provisions of the Act and the Master Deed and its Exhibits.

ARTICLE XII **RECONSTRUCTION OR REPAIR AFTER CASUALTY**

12.1 In the event of fire or other disaster or casualty resulting in damage to the Building(s) or Common Elements of the Condominium which the Association shall determine to be seventy-five percent or less of the then total value of the property of the Condominium (excluding land), the net

property is a Building, also by the Co-owners who own at least sixty-six percent (66%) of the Common Elements appurtenant to that Building, including the Co-owners of all damaged Units in that Building. The approvals herein required shall not be unreasonably withheld.

12.6 Disbursement of Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which funds shall consist of proceeds of insurance and/or funds collected by the Association from assessments against Co-owners, shall be disbursed in payment of such costs in the following manner:

(a) If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$100,000, then the reconstruction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of twenty percent (20%) of the mortgagees which are beneficiaries of an insurance policy, the proceeds of which are included in the reconstruction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$100,000, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in South Carolina and employed by the Association to supervise the work.

(c) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Co-owner shall be paid to the Co-owner, or if there is a mortgagee endorsement as to such Unit, then to the Co-owner and the mortgagee jointly, who may use such proceeds as they may determine.

(d) It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the reconstruction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution of a beneficial Co-owner which is not in excess of assessments paid by such Co-owner into the construction fund shall not be made payable to any mortgagee.

(e) Notwithstanding the provisions herein, the President may delegate his authorities and responsibilities hereunder as insurance trustee to an independent insurance trustee, who shall not be required to determine whether or not sums paid by Co-owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether a disbursement is to be made from the reconstruction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name or names of the payee and the amount to be paid; provided that when a mortgagee

13.5 Mortgagees' Approvals.

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(a) **Super Majority Vote.** Unless at least seventy-four percent (74%) of the Co-owners and their mortgagees have given their prior written approval, the Association shall not unless otherwise permitted by the Master Deed:

(i) (except following destruction or condemnation) change any Unit's Common Element interest except as provided in the Act, the Master Deed and its Exhibits;

(ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the Common Elements of the Condominium (except for the granting of utility easements, etc. pursuant to the Act, the Master Deed and its Exhibits);

(iii) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Act, except as provided by the Act, the Master Deed and its Exhibits;

(iv) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; or

(v) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair replacement or restoration except as otherwise provided in these By-Laws.

(b) **Majority Vote.** Unless at least fifty-one percent (51%) of the mortgagees and at least seventy-four percent (74%) of the Co-owners have given their prior written approval, the Association shall not unless otherwise permitted by the Master Deed:

(i) following destruction or condemnation, change any Unit's Common Element interest except as provided in the Act, the Master Deed or its Exhibits;

(ii) add any material provisions of the Condominium Instruments which establish, provide for, govern or regulate any of the following:

- (1) voting;
- (2) assessments liens or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);
- (4) insurance or fidelity bonds;
- (5) rights to use of the Common Elements;

costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or gross neglect in the performance of duties. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

ARTICLE XV
ALTERATIONS AND MODIFICATIONS

15.1 Neither the Association nor any Co-owner shall make any structural modifications or alterations to his, her or its Unit, or make any additions thereto which would jeopardize the safety or soundness of such Unit or a Building, or adversely affect any of the Common Elements, or impair any easement, unless otherwise permitted by the Master Deed or its exhibits. A copy of plans for all such work, prepared by an architect licensed to practice in the State of South Carolina, shall, if requested, be filed with the Association prior to the start of the work.

15.2 There shall be no alterations or further improvements of the General Common Elements by the Association or any Co-owner without prior approval of sixty-six percent (66%) of the Co-owners of the entire Condominium and, if to a building, one-hundred (100%) percent of the co-owners of such building. Any such alteration or improvement shall not interfere with the rights of any Co-owners without their consent. The cost of such alteration or further improvement shall be assessed to the Co-owners of the Units in the proportions which their shares in the Common Elements bear to each other.

15.3 There shall be no alterations or further improvements of the Limited Common Elements of a Building without prior approval in writing by the Co-owners of sixty-six percent (66%) or more of the Limited Common Elements of that Building. Any such alteration or further improvement shall not interfere with the rights of any Co-owners without their consent. The cost of such alterations or further improvement shall be assessed to the Co-owners of the Units in the proportion which their respective shares in the Limited Common Elements of that Building as specified in Exhibit "D" to the Master Deed.

ARTICLE XVI
FAILURE TO COMPLY WITH CONDOMINIUM INSTRUMENTS

16.1 Each Co-owner, tenant and occupant of a Unit shall be governed by and shall comply with the terms of the Master Deed, these By-Laws, any Rules or Regulations adopted thereunder and said documents as they may be amended from time to time. Failure to comply therewith shall entitle the Association and/or other Co-owners to relief including but not limited to an action to recover sums due for damages or injunctive relief, or both, which actions may be maintained by the Association, or in a proper case by an aggrieved Co-owner.

ARTICLE XVIII
MISCELLANEOUS

18.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Charter and By-Laws of the Association, the Master Deed establishing the Condominium, or with the laws of the State of South Carolina.

18.2 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by its officers. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Association.

18.3 Fidelity Bonds. Fidelity bonds may be required by the Association, at its sole option, from all persons handling or responsible for Association funds. In the event the Association elects to require fidelity bonds, the premiums on such bonds shall be paid by the Association.

18.4 Seal. The seal of the Corporation shall consist of two concentric circles between which is the name of the Association, and in the center of which is inscribed "Seal".

The foregoing were adopted as By-Laws of The Parish Place Condominium Association, Inc., a non-profit corporation existing under the laws of the State of South Carolina, at the first meeting of its members on May 23, 2007.

WITNESSES:



**THE PARISH PLACE
CONDOMINIUM ASSOCIATION, INC.**

BY: 

Deborah M. Wertan
Secretary