

Exhibit A

Bylaws of FOXGLOVE At Pebble Creek Homeowner's Association

The purpose of these Bylaws is to set standards for the Foxglove Homeowner's Association and to clarify restrictions contained in the Foxglove Restrictive Covenants and Bylaws. The Restrictive Covenants give specific authority to the Foxglove Homeowner's Association Board of Directors to set architectural guidelines and general neighborhood restrictions. As acted upon by the Board and the Homeowners, these restrictions are detailed in these Bylaws. All homeowners or persons renting or leasing property in the Foxglove subdivision are subject the Bylaws.

ARTICLE 1: NAME AND LOCATION:

The name of the corporation is "Foxglove At Pebble Creek Homeowners' Association, Inc.", hereinafter referred to as the "Association". The principal office of the corporation is located at the home of the current President of the Association, and the mailing address of the corporation is, 2801 Wade Hampton Boulevard, PMB 215, Taylors, SC 29687, but meetings of members and directors may be held at such place within the State of South Carolina, County of Greenville, as may be designated by the Board of Directors.

ARTICLE II: DEFINITIONS

1. "Association" shall mean and refer to Foxglove at Pebble Creek Homeowners' Association, Inc., it's successors, and assigns.
2. "Properties" shall mean and refer to that certain real property described in the "Declaration of Covenants, Conditions, and Restrictions", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners.
4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
5. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
6. "Declarant" shall mean and refer to Foxglove Limited Liability Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions" applicable to the Properties recorded in the Office of the R.M.C. for Greenville County, South Carolina.
8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III: MEETINGS OF MEMBERS

1. **Semi-Annual Meetings:** The Association shall hold semi-annual meetings of the members. The semi-annual meetings shall be held on the second Tuesday of February and the second Tuesday of August each year, at the hour of 7:00 p.m. if the day for a semi-annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
2. **Conduct:** All meetings of members shall be conducted according to the most current edition of "Robert's Rules of Order".
3. **Special Meetings:** Special meetings of the members may be called at any time by the President, or by the Board of Directors, or upon written request of those members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.
4. **Notice of Meetings:** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.
5. **Quorum:** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.
6. **Proxies:** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association not later than noon on the day of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her lot.

ARTICLE IV: TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of five (5) Directors, who must be members of the Association.

2. **Term of Office:** All director positions will be elected for two-year terms. The members shall elect Directors at the February Semi-Annual Meeting. Directors serve on split terms with three Directors elected in one year and two elected in the next, thus providing consistency when new Directors are chosen.
3. **Removal:** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, provided however, that no more than three (3) Directors may be removed from office in any given year. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.
4. **Compensation:** No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her expenses incurred in the performance of his/her duties.
5. **Action Taken Without A Meeting:** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination:** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the February semi-annual meeting. The Nominating Committee shall consist of a Chair, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors during the August semi-annual meeting or prior to the February semi-annual meeting. The Nominating Committee shall serve from the close of the August semi-annual meeting until the close of the February semi-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 less than the number of vacancies that are to be filled. Such nominations must be made from among members in good standing of the Association.
2. **Election:** Election to the board of Directors shall be by secret, written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI: MEETING OF DIRECTORS

1. **Regular Meetings:** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. **Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.
3. **Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act of decision done or made 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.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers:** The Board of Directors shall have power to:
 - a) ~~adopt and publish rules and regulations~~ governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
 - b) ~~suspend the voting rights and right to use the recreational facilities~~ (if any) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ~~sixty (60) days for infraction of published rules and regulations~~;
 - c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these ~~Bylaws, the Articles of Incorporation, of the Declaration~~;
 - d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive, regular meetings of the ~~Board of Directors~~; and
 - e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.
2. **Duties:** It shall be the duty of the Board of Directors to
 - a) ~~cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the February semi-annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote~~;
 - b) supervise all officers, agents, and employees of this Association, and to see that duties are properly performed;
 - c) as more fully provided in the ~~Declaration, to~~:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - g) cause the Common Area to be maintained.
3. **Indemnity:** The Association shall indemnify any Director or Officer, or former Director or Officer, of the Association against expenses actually and necessarily incurred by him/her in connection with the defense of any action, suit, or proceeding in which he/she is made a party by reason of being, or having been, such Director or Officer, except in relation to matters as to which he/she shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

ARTICLE VIII: OFFICERS AND THEIR DUTIES

1. **Election of Officers:** The election of Officers shall take place at the first meeting of the Board of Directors following each February semi-annual meeting of the members.
2. **Term:** The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
3. **Special Appointments:** The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
4. **Resignation and Removal:** Any Officer may be removed from office with, or without cause, by the Board. Any Officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. **Vacancies:** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.
6. **Multiple Offices:** ~~The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 3 of this Article.~~
7. **Duties: The duties of the Officers are as follows:**
 - a) **President:** The President shall preside at all meetings of the Board of Directors and Association membership; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other, written instruments and shall co-sign all promissory notes.
 - b) **Vice-President:** The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
 - c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.
 - d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its February semi-annual meeting, and deliver a copy of each to the members.

ARTICLE IX: COMMITTEES

~~The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.~~

ARTICLE X: BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI: ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the member shall pay a penalty charge of ten dollars (\$US 10.00); if this is not paid within sixty (60) days, an additional penalty of twenty dollars (\$US 20.00) will be charged; if this is not paid within ninety (90) days, the Association will bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his/her lot.

ARTICLE XII: CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words, "Foxglove at Pebble Creek Homeowners' Association, Inc."

ARTICLE XIII: AMENDMENTS

1. **Amendments:** These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.
2. **Conflicts:** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV: RESTRICTIONS

1. **Architectural Guidelines:** The Declaration gives authority to the Board to establish architectural guidelines. The Board, or an Architectural Committee appointed by the Board, must pre-approve any improvement made to a property, including, but not limited to, home additions, decks, fencing and detached storage structures. The following are architectural restrictions set by the

Board:

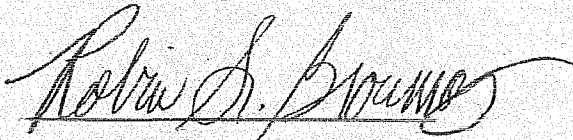
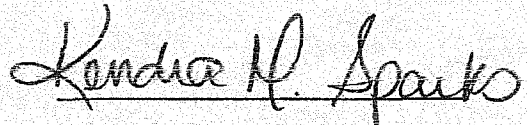
- a) **Fencing** must be of a reasonable height and must be constructed of brick; wood or wood simulated products. Wooden or simulated wooden fencing may be left unpainted in a natural wood color, or it may be painted, so long as the paint color is not in contrast with the predominant color scheme of the neighborhood, which is primarily of earth tones. White will be accepted, but no primary colors will be allowed.
 - b) **Satellite dishes** are restricted to not more than 18 inches in diameter and are not to be placed in front of homes or in plain view of the street. Unless it can be shown why not, these devices will be limited to roof top or chimney placement. Any such devices already installed contrary to this restriction, as of August 12, 2003, will be grandfathered in for the current owner or resident of that home.
 - c) **Detached Storage Structures** must not be visible from the street.
 - d) **Attached Garages:** The Declaration specifies that every home in the Foxglove subdivision must have an attached garage; therefore, no garage enclosures are to be permitted.
2. **Use of Home for Commercial Business:** At no time is any homeowner to conduct commercial businesses from a Foxglove residence. This includes, but is not limited to, pet breeding, daycare, or product sales.
 3. **Pet Limitations:** Homeowners are to keep pets to a minimum so as not to create excessive noise or odors. According to the Restrictive Covenants pets are limited to dogs and cats only. A maximum of 3 outside pets is allowed for each homeowner. In the event that homeowners' pets breed a new litter, the home owner will be required to keep said litter inside the home to reduce the noise as a courtesy to their neighbors. Weaned pups or kittens will be deemed in violation of the maximum stated above.
 4. **Walking Pets:** Homeowners are expected to follow Greenville County leash laws and keep all pets on a leash or fenced yard when outside. When walking pets owners will deter from allowing pets to use neighborhood yards, as pet waste will be limited to the curbside. Additionally, pet owners are to pickup pet waste when walking pets throughout the subdivision.
 5. **Unlicensed Vehicles:** Motorized go-carts and other unlicensed off-the-road vehicles including, but not limited to, ATV's and dirt bikes are not permitted on subdivision roads.
 6. **One Vote Per Household:** Members are allowed one vote at any Association meeting per household or per assessment. Specifically, if a property is jointly owned by two or more persons, only one vote will be accepted for said property. Also, if a member owns more than one lot within the subdivision but pays only one annual assessment, only one vote will be accepted for that member.

7. **Reserves in Treasury.** The Association is required to keep a minimum of x% and a maximum of x% of its revenue from the annual assessment in reserves. If the reserves exceed the maximum, the Board is required to take such steps as necessary to remedy the situation. However, if reserves fall below the minimum the Board is required to take such steps as necessary to increase the reserve funds.

ARTICLE XV: MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the Directors of Foxglove at Pebble Creek Homeowners' Association, Inc., have hereunto set our hands and seals this 9th day of SEPTEMBER, in the year 2003.



CERTIFICATION

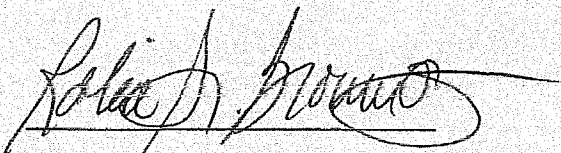
I, the undersigned, do hereby certify;

THAT I am the duly elected and acting Secretary of Foxglove at Pebble Creek Homeowners' Association, Inc., a South Carolina corporation, and

THAT the foregoing Bylaws constitute the amended Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 12 day of August, in the year 2003 and

THAT the foregoing Bylaws supercede any and all previously dated Bylaws.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 9 day of Sept., in the year 2003.



Secretary