

AMENDED BY-LAWS
OF
WOODLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC:

ARTICLE I

Name and Location

The name of the corporation is Woodlake Village Homeowners Association, Inc., hereinafter referred to as the "Townhouse Association". The principal office of the corporation shall be located at 155 Woodlake Drive, Murrells Inlet, South Carolina, 29576, but meetings of members and directors may be held at such places within Horry County, South Carolina, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Woodlake Village Homeowners Association, Inc., a South Carolina eleemosynary corporation, its successors and assigns.

Section 2. "Owner" shall mean refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and designated as "Common Open Space," or "Common Area" or "Green Space" or "Association Owned Streets" or "Association Owned Lakes" on any plat of the property described on Schedule A attached hereto and duly recorded in the Horry County Public Registry in accordance with the provisions of this Declaration. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

All of that land designated "Common Area" on the plat of Woodlake Village, Phase I, which appears of record on map recorded in Plat Book 85 at Page 104 in the Office of the Register of Mesne Conveyance for Horry County, South Carolina.

Section 5. “Lot” shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties and any condominium unit located in buildings upon the Properties which is shown on the plans and specifications of a condominium recorded in the office of the Register of Mesne Conveyance for Horry County, with the exception of (1) any Common Area, Common Open Space, Green Space, streets or lakes shown on any recorded map, and (2) land reserved and specifically designated for the exclusive common use of the Owners of single-family attached cluster homes, townhouses-for-sale, condominiums or the occupants of multi-family apartment buildings or any combination of said Owners. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration. Land reserved and designated for the construction of multi-family buildings shall be deemed a lot within the meaning of this Declaration, and if any conveyance (including conveyance by mortgage), recordation of plat(s) or by construction of a condominium thereon and organization of the same under the provisions of the South Carolina Horizontal Property Act; each lot derived from each subdivision and each resubdivision and creation of condominium units shall be a lot if the same shall be of sufficient size and otherwise meets the definition of a lot and private dwelling until under this section and under applicable zoning ordinances.

Section 6. “Declarant” shall mean and refer to International Paper Realty Corporation. The term “Declarant” shall also mean and refer to any person, firm or corporation which shall hereafter become vested, at any given time, with title to two or more undeveloped lots for the purpose of causing residence building(s) to be constructed thereon, and any such successor in title to International Paper Realty Corporation shall be a Declarant during such period of time as said party is vested with title to two or more such lots so long as said lots are undeveloped, developed but un conveyed, or improvements constructed thereon are unoccupied, but only during such period.

Section 7. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 8. “Single-Family Detached Home” shall mean a single-family residence which is not attached to any other single-family residence.

Section 9. “Single-Family Attached Cluster Home” shall mean a single-family residence attached to one or more other single-family residences by a common wall or walls but standing upon any lot other than a lot lying within the area specifically reserved and designated for multi-family buildings or townhouses.

Section 10. “Duplex” shall mean and refer to any single-family residence on a lot specifically reserved and designated for duplex residences and located within a building which is designed to contain under one roof two private dwelling units.

Section 11. “Townhouse-for-Sale” shall mean any single-family residence built for sale on a lot in an area specifically reserved and designated for townhouse residences and

located within a building which is designed to contain under one roof more than one private dwelling unit.

Section 12. “Condominium” shall mean a dwelling unit in a residential building constructed in the area reserved and designated for multi-family buildings and designed to contain under one roof more than one private dwelling unit irrespective of whether title to all of the units shall be vested in one owner or shall be vested in diverse owners and which multi-family building has been subjected to the South Carolina Horizontal Property Act.

Section 13. “Multi-Family Apartment Building” shall mean a residential building constructed within an area specifically reserved and designated for multi-family buildings and designed to contain under one roof more than one apartment dwelling unit and which units are for rentable purposes and not for sale. In the event a multi-family apartment building is converted into condominiums subsequent to the filing of this Declaration, said multi-family apartment building shall cease to exist as such and the units contained therein shall be considered condominiums for purposes of this Declaration.

Section 14. “Developer” shall mean and refer to Woodlake Village, Inc., a corporation, its successors and assigns.

ARTICLE III

Membership and Voting Rights

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

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the lots. There shall be two classes of lots with respect to voting rights:

(a) Class A. Lots. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) Single Family Detached Homes. The owner of each lot designated as a lot on which a single-family detached home is or may be constructed shall be entitled to one (1) vote.

(2) Single Family Attached Cluster Homes. The owner of each lot designated as a lot on which a single-family attached cluster home is or may be constructed shall be entitled to one (1) vote.

(3) Duplex. The owner of each lot designated as a lot on which a duplex is or may be constructed shall be entitled to one (1) vote.

(4) Townhouses-for-Sale. The owner of each lot on which a townhouse-for-sale is or may be constructed shall be entitled to one (1) vote.

(5) Condominium. The owner of each completed condominium unit designated as a Lot as hereinabove provided shall be entitled to one (1) vote. To qualify as “completed”, the condominium unit within a multi-family building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for development of condominiums but not containing at least two completed private dwelling units shall be allotted one (1) vote. In the event Declarant owns any condominium lot, completed or otherwise, it shall be entitled at all times to vote as herein provided.

(6) Multi-Family Apartment Buildings. The Owner of each lot upon which there are constructed multi-family apartment building(s) shall be entitled to three-fourths (3/4) of one vote for each completed apartment dwelling unit within the apartment building(s) located upon said lot. To qualify as “completed”, the apartment dwelling unit within the apartment building must either be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for the development of multi-family apartment building(s) but not containing at least two completed apartment dwelling units shall be allotted one (1) vote. So long as Declarant owns any multi-family lots, its voting rights with reference to any such lots shall be determined as provided in this subsection (a) (1).

(7) When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine. The votes appurtenant to any one lot shall be limited as provided in (1), (2), (3), (4), (5), and (6) above regardless of the number of persons owning an interest in such lot.

b. Class B. Lots. Class B lots shall be all lots owned by Declarant which have not been converted to Class A lots as provided in paragraphs (1) or (2) below. The Declarant shall be entitled to three (3) votes for each Class B lot owned by Declarant.

The Class B lots shall cease to exist and shall be converted to Class A lots:

(1) When the total number of votes appurtenant to the Class A lots equals the total number of votes appurtenant to the Class B lots; provided, that the Class B Lots shall be reinstated with all rights privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing lots is annexed to the existing property pursuant to Article II, Section 2 hereof; or

(2) On December 31, 1992,

whichever event shall first occur.

When the Class B lots cease to exist and are converted to Class A lots, Declarant shall have the same voting rights as other owners of Class A lots.

Section 3. In the event that the Owner of any Lot ceases to occupy the residence located on said Lot as his own personal living quarters or in the event that any Lot is leased for rental purposes to tenant, then in such event, the vote as expressed by owners of rental lots, including the votes attributable to the owners of multi-family apartment buildings, if voted in a bloc, shall not be entitled to any weight greater than forty-nine (49%) percent on any matter pending before the Association.

ARTICLE IV

Property Rights

Section 1. Owners' Easements of Enjoyment. Except as limited by Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Area established initially and in all future Stages or Sections of the development, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to limit the use of said recreational facilities to Owners who occupy a residence on the Properties, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) the right of the Association to suspend the voting rights and rights of an Owner to the use of the recreational facilities for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication for transfer shall be effective unless the members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A lots and at least three-fourths (3/4) of the votes appurtenant to all Class B lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Properties.

(d) the right of the Association, with the assent of members entitled to at least two-thirds (2/3) of the votes appurtenant to each class of lot (Class A and B), to mortgage, pledge,

deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Horry County, South Carolina.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Horry County, South Carolina.

(c) Guests. Recreational facilities located on common areas situated upon the Properties may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Association as may be established by the Board of Directors.

ARTICLE V

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 p.m. If the day for the 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.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, Secretary or majority of the members of the Board of Directors, or upon written request of the members entitled to one-fourth (1/4) of the votes appurtenant to Class A Lots.

Section 3. Place of Meetings. All meetings of the members shall be held at such place, within Horry County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 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, or by hand delivery, not less than 15 days nor more than 50 days before the date of the 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 exact purposes of the meeting, including the text of any proposals to be voted on at such special meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 5. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. 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 be represented.

Section 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 7. Informal Action by Members. Any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the association to be kept in the Association minute book.

ARTICLE VI

Board of Directors

Section 1. General Powers. The business and affairs of the Association shall be managed by a Board of Directors.

Section 2. Number, Term and Qualification. The number of directors of the Association shall be three until the first annual meeting of the Association at which time the number of Directors shall be increased to five. At the first annual meeting the members shall elect one director to serve for a term of one year, two directors to serve for a term of two years and two directors to serve for a term of three years. At each annual meeting thereafter the members shall elect the number of directors needed to fill the vacancy or vacancies created by the director or directors whose term(s) are expiring to serve for a term of three years. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be members of the Association.

Section 3. 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 annual meeting. The Nominating Committee shall consist of a Chairman, 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 prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 may be made from among members or non-members.

Section 4. Election. Except as provided in Section 6 of this Article, the directors shall be elected at the annual meeting of the members, 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 under the provisions of Article III of these By-Laws. The persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 6. Vacancies. A vacancy occurring in the Board of Directors may be filled by the selection by the remaining directors of a successor who shall serve for the unexpired term of his predecessor. The members may elect a director at any time to fill any vacancy not filled by the directors.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Association in the capacity of director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

Meetings of Directors

Section 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.

Section 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 directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or 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 the act of the Board.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without meeting is nevertheless Board action if written consent to the action in

question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board of directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors to serve until a new President is elected.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 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 of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association pursuant to the provisions of the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 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 By-Laws, the Articles of Incorporation, or 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;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and contract with a management company to manage the operation of the Association, and in the event a contract is entered into with a management company, such contract must be terminable by the Board of Directors without cause or penalty on ninety (90) days or less notice and any management contract made with the Declarant shall be for a period not to exceed three years;

(f) employ attorneys to represent Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewerage, utilities or drainage facilities upon, over, under and across the Common Area without the assent of the

membership when such easements are requisite for the convenient use and enjoyment of the Properties;

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient; and

(i) adopt and publish rules and regulations in accordance with the Declaration of Covenants, Conditions and Restrictions, as amended, and to establish penalties for the infractions thereof.

Section 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 annual meeting of the members, or at any special meeting when such statement is requested in writing by members entitled to at least one-fourth (1/4) of the votes appurtenant to Class A Lots.

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days before January 1 of each year.

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days and before January 1 of each year;

(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 certificates shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability insurance covering the Townhouse Association in an amount not less than \$1,000,000.00 and adequate hazard insurance on the real and personal 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 and all facilities erected thereon to be maintained; and

(h) cause the exterior of the dwellings to be maintained.

ARTICLE IX

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. 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.

Section 5. 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.

Section 6. 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 office he replaces.

Section 7. 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases,

mortgages, deeds and other written instruments and shall sign all promissory notes and in the absence of the Treasurer shall sign all checks.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) 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.

Treasurer

(d) 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 of the Association; keep proper books of account; cause an annual audit of the Association 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 represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

Committees

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

ARTICLE XI

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 By-laws of the Association shall be available for inspection by any

member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

Assessments

As more fully provided in Article V of 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 assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, plus such late charge as may be established by the Board of Directors, and the Association may 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 attorneys 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 herein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XIII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Woodlake Village Homeowners Association, Inc., Myrtle Beach, South Carolina, 1984.

ARTICLE XIV

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present at a meeting duly called for such purpose 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.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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.

TRANSFER ONLY TO NONPROFIT ORGANIZATION

Notwithstanding the foregoing provisions of these By-Laws, the assets of Woodlake Village Homeowners Association, Inc., may never be transferred to other than an entity of an eleemosynary nature qualified as tax exempt under §501(c)(3) of the Internal Revenue Code or like state provisions, or exemption of state tax laws.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Woodlake Village Homeowners Association, Inc., a South Carolina corporation, and

THAT the foregoing Amended By-Laws constitute the original Amended By-Laws of said Woodlake Village Homeowners Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the 16th day of March, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22 day of May, 2000.

Witnessed by:

Niste Foster

Elaine E. Renna

(Signed by)

Larry Rudolph, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Woodlake Village Homeowners Association, Inc., by and through its duly authorized officer and/or agent, sign, seal, and as its/his/her act and deed on behalf of Woodlake Village Homeowners Association, **Inc.** deliver the within Amended By-Laws for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution hereof.

(Signed by:) Kriste Foster
Witness

SWORN TO before me this 22nd day
of May, 2000.

(Signed by:) Elaine E. Renna
Notary Public for South Carolina
My Commission Expires: 10-29-2006

This document was filed in Horry County SC by the Register of Deeds on May 30, 2000.