

EXHIBIT D

BYLAWS OF WOODRUFF CROSSING VILLAS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is Woodruff Crossing Villas Association, Inc., (the "Association"). The principal office of the corporation shall be located, and meetings of Members and Directors may be held, at such places within the State of South Carolina as may be designated by the Board of Directors of the Association (the "Board of Directors").

ARTICLE II DEFINITIONS

Section 1. All capitalized terms not defined herein shall have the meanings ascribed to such terms in that certain Master Deed for Villas at Woodruff Crossing Horizontal Property Regime executed by PHC Communities, LLC, as Declarant therein, and recorded or to be recorded in the Office of the Register of Deeds of Greenville County, South Carolina (as the same may be modified, amended or supplemented, from time to time, the "Master Deed").

Section 2. "Membership" means all Members, as a group.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within thirty (30) days from the expiration of the Declarant Control Period, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within Greenville County, South Carolina selected by the Board of Directors.

Section 2. 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 the Members entitled to vote fifty-one (51%) of all of the votes in the Membership with notice given in compliance with Article XXII of the Master Deed.

Section 3. Notice of Meetings. Except as otherwise provided in the Master Deed or these Bylaws, 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 the notice, postage prepaid, not less than ten (10) days and no more than sixty (60) days prior to the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, and the items on the agenda, including the general nature of any proposed amendment to the Master Deed or these Bylaws, any budget changes and any proposal to remove a Director or Officer.

Section 4. 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 Unit.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The Board of Directors shall consist of three (3) directors (the "Directors"), and shall manage the affairs of the Association. Upon expiration of the Declarant Control Period, a Majority of the Directors shall be Members of the Association.

Section 2. Nomination. Nomination of persons for election to the Board of Directors shall be made by a Nominating Committee (the "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 other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the 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. Nominations may be made from Members or non-Members.

Section 3. Election. Election to the Board of Directors shall be by written ballot. At the 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 Master Deed. The persons receiving the largest number of votes shall be elected. Cumulative and fractional voting is not permitted. In the event that any Director resigns, the remaining Directors shall elect a substitute Director to fill his or her unexpired term.

Section 4. Election of Directors by Declarant. Until the expiration of the Declarant Control Period, the Declarant shall be entitled to appoint and remove the members of the Board of Directors. Following the expiration of the Declarant Control Period, the Board of Directors shall be elected by the Members.

Section 5. Term of Office. The terms of office of the first Directors appointed by the Declarant (the "First Directors") shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each Director other than such First Directors shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each Director, other than the First Directors elected or appointed by the incorporator, shall be elected at the annual meeting.

Section 6. 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.

Section 7. Removal. Any Director, other than a First Director and those appointed to fill a resignation, may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association present and entitled to vote at any meeting of the Members at which a majority of the votes of the Association is present. Any Director selected by the Declarant during the Declarant Control Period may be removed by the Declarant, with or without cause. In the event of death, resignation or removal, pursuant to the Bylaws, of a Director (a) if such Director was elected by the Members of the Association, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor and (b) if such Director was elected by the Declarant during the Declarant Control Period, his successor shall be selected by the Declarant.

Section 8. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed from time to time by resolution of the Board of Directors, without the necessity of further notice.

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 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Master Deed or these Bylaws, the quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted. Thereafter, the quorum requirement shall increase to its original amount.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the General Common Elements including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infractions, including fines;
- (b) adopt and publish rules and regulations governing the use of the Limited Common Elements;
- (c) suspend the voting rights, and the right of use of any recreational facilities located on any General Common Element during any period in which the Member is in default in the payment of any assessment levied by the Association. These rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;
- (d) exercise for the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these Bylaws, the Articles of Incorporation, or the Master Deed;
- (e) contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board of Directors or the membership of the Association; and
- (f) designate and remove personnel necessary for the maintenance, repair, replacement and operation of the Condominium Property.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) keep 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 a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class I Members, and to make its financial and other records reasonably available for examination by Members and their authorized agents;
- (b) supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) make, levy and collect assessments against Unit Owners and Units to defray the common expenses of the Condominium; provided the Declarant's obligations for periodic assessments are subject to the provisions of Article VII hereof;
- (d) issue, or cause an appropriate Officer to issue, upon demand by any person and within ten (10) business days of receipt of such demand, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);
- (e) maintain, repair, replace, operate and manage the General and Limited Common Elements wherever the same is required to be done and accomplished by the Association and to approve any expenditure made or to be made for said purposes;
- (f) pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Units and the appurtenances thereto, and to assess the same against the Unit Owners and their respective Units subject to such liens;
- (g) purchase insurance for the protection of the Unit Owners and the Association against casualty and liability in accordance with Article XIV of this Master Deed;
- (h) pay all costs of power, water, sewer and other utility services rendered to the Condominium Property and not directly billed to the Unit Owners; and
- (i) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer and such other Officers as the Board of Directors may from time to time by resolution create (the "Officers").

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

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

Section 4. Special Appointments. The Board of Directors 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 of Directors may determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the 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 of Directors. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board of Directors are carried out. The President shall have authority to sign all leases, mortgages, deeds, and other written instruments, including but not limited to amendments to the Master Deed and certifications by the Association.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence or inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board of Directors. The Vice President shall have authority to sign all leases, mortgages, deeds, and other written instruments, including but not limited to amendments to the Master Deed and certifications by the Association.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; prepare amendments to the Master Deed or certifications thereof by the Association upon approval by the Association; record amendments to the Master Deed and/or certifications thereof by the Association; attest to the execution of documents by the President or the Vice President; and perform such other duties as required by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of accounts; cause an independent annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX
COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours and upon reasonable notice to the Association, be subject to inspection by any Member. The records of the Association's (i) governing documents, (ii) actions, including but not limited to meeting minutes and resolutions, and (iii) financial condition shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost unless said document contains privileged or confidential information. The Association shall retain records for at least three years.

ARTICLE XI
ASSESSMENTS AND FINES

As more fully provided in the Master Deed, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon his Unit. If the assessment is not paid on the due date, the assessment shall bear interest as provided in the Master Deed, and the Association may bring an action at law against the Unit Owner or foreclose the lien against the Unit, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Unit Owner may waive or otherwise escape liability for assessments by nonuse of the General or Limited Common Elements or abandonment of his Unit.

The Association may also establish a schedule of fines for violations of the terms of the Master Deed. Fines may be imposed after notice to the Unit Owner and an opportunity to be heard. Fines may be enforced in the same manner as assessments and shall not exceed Two Hundred Fifty and no/100 Dollars (\$250.00) per violation unless increased pursuant to the Master Deed.

The Association shall establish and maintain an adequate reserve fund for the replacement of improvements to the Limited and General Common Elements.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended by the holders of fifty-one percent (51%) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken; provided, however, the consent of the Declarant shall be required for any amendment so long as Declarant owns any Unit.

Section 2. 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 Master Deed and the Articles or these Bylaws, the Master Deed shall control.

ARTICLE XIII
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 and end on December 31st of that year.

IN WITNESS WHEREOF, the undersigned, being the sole incorporator of Woodruff Crossing Villas Association, Inc. has hereunto set his hand and seal this _____ day of January, 2007.

Its Incorporator

EXHIBIT E

Documentation of Approval

As officers of Woodruff Crossing Villas Association, Inc. (the "Association"), we hereby certify that on _____, the Amendment or Extraordinary Action attached hereto as Exhibit A was duly adopted and approved by at least _____ percent of the Members of the Association, which constituted approval by the requisite percentage of Members.

Title: President

SWORN to before me this _____ day of _____, 20____.

Notary Public for the State of South Carolina
My Commission Expires: _____

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET. SEQ. CODE OF LAWS OF SOUTH CAROLINA 1976 (AS AMENDED).

2006 JAN 27 P 2:49

TIMOTHY L. KANNEY
REGISTER OF DEEDS

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE TOWNS AT WOODRUFF CROSSING

Made by:
PHC COMMUNITIES, LLC
a South Carolina limited liability company

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions for the Towns at Woodruff Crossing (the "Declaration") is made and entered into on this 23rd day of January, 2006 by PHC COMMUNITIES, LLC, a South Carolina limited liability company (hereinafter referred to as the "Declarant").

RECITALS

1. Declarant is the owner of the real property described in Article Two of this Declaration and desires to create thereon a townhouse community known as The Towns at Woodruff Crossing (the "Community").
2. Declarant desires to subject the real property described in Article Two to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner of a portion thereof.
3. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an entity to which should be delegated and assigned the powers of administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created.
4. Declarant has caused or will cause to be incorporated under the laws of the State of South Carolina a non-profit corporation, the Woodruff Crossing Townhome Association, Inc. (the "Association"), for the purpose of exercising the functions aforesaid.

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