

# BYLAWS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

## ARTICLE I: IDENTITY

**Section 1. Name:** The name of the corporation is Willbrook Plantation Community Association, Inc. (hereinafter referred to as the “Association”), which was created and exists as a non-profit corporation under the laws of the State of South Carolina.

**Section 2. Office of the Association:** The office of the Association shall be at such place as may be designated by the Board of the Directors of the Association.

**Section 3. Seal:** The Association shall have a seal in circular form having within its circumference the words Willbrook Plantation Community Association, Inc., State of South Carolina 1986.

## ARTICLE II: DEFINITIONS

All terms used herein and not otherwise defined shall be deemed to have the same meaning as defined in the Declaration of Covenants and Restrictions of the Willbrook Plantation Community Association, Inc. dated April 16, 1987 and recorded in the Office of the Clerk of Court for Georgetown County, South Carolina, along with all applicable covenants, restrictions, affirmative obligations, and any relevant amendments or restatements (hereinafter referred to collectively as “the Covenants”).

## ARTICLE III: MEMBERSHIP AND VOTING PROVISIONS

**Section 1. Membership:** The Members of the Willbrook Plantation Community Association, Inc. shall be every Owner of Property subject to the provisions of the Covenants.

The Board of Directors of the Association may suspend any Owner from membership in the Association during any period of time when such Owner is in default of any of his obligations under the Covenants and Bylaws (including, without limitation, the failure to pay any assessments), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such member. The obligation for assessments is not abated by suspension of a Member and cannot be waived by nonuse or abandonment of the Association facilities or properties.

**Section 2. Membership Classes:** There shall be the following four (4) classes of voting membership in the Association:

(a) Type "A" Members shall be all Owners of Residential Lots and Dwelling Units. A Type A Member shall be entitled to one (1) vote for each Residential Lot or Dwelling Unit which he/she owns. If a Dwelling Unit is constructed on more than one Residential Lot, the Owner shall have one (1) vote for the Dwelling Unit situated upon one (1) Lot, and one (1) additional vote for each other Residential Lot comprising a part of the total consolidated home or building site.

(b) Type "B" Members shall be those Owners of platted Public or Commercial Sites and Multi-Family Tracts. A Type B Member shall be entitled to one (1) vote for each Two Hundred (\$200.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type B Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) Dollars.

(c) Type "C" Members shall be all those Owners of the Public or Commercial Units. A Type C Member shall be entitled to one (1) vote for each Two Hundred (\$200.00) Dollars in Annual Assessments paid to the Association. In computing the number of votes to which a Type C Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) dollars.

(d) Type "D" Members shall be all those Owners of Unsubdivided Lands and Development Unit Parcels held and intended for future development. A Type D Member shall be entitled to one (1) vote for each Two Hundred (\$200.00) Dollars of Annual Assessments paid to the Association. In computing the number of votes to which a Type D Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) Dollars.

Payment of a Special Assessment or Neighborhood Assessment shall not entitle Members to additional votes.

When any Property entitling an Owner to membership is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, one (1) person or entity shall be designated the Voting Member to bind all others. Written evidence of such designation in a form satisfactory to the Board of Directors of the Association shall be delivered to the Board prior to the exercise of a vote by joint owners.

**Section 3. Voting Rights:** The Members of the Association shall have the right to vote for the election or removal of Directors and upon such other matters with respect to which a vote of Members is required under the Covenants. Members may cast their votes as set forth in Article

III of the Covenants. Member are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

## **ARTICLE IV: MEETING OF MEMBERS**

**Section 1. Annual Meeting:** The annual meeting of the Members shall be held at a time, date and place established by the Board of Directors. Such annual meeting shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

**Section 2. Special Meetings:** Special meetings of the Members may be called by the President, the Board of Directors, or Members of the Association holding not less than one-third (1/3<sup>rd</sup>) of the votes.

**Section 3. Place of Meeting:** The President of the Association or the Board of Directors may designate any location within Georgetown County, South Carolina as the place for any annual or special meeting. If no designation is made or if a special meeting is called by the Members of the Association, the place of meeting shall be the principal office of the Association within Georgetown County, South Carolina, or any other such location as is reasonably close geographically to the Properties and has sufficient physical facilities to hold Members in attendance.

Subject to the notice requirements in Article IV, Section 4, and the conduct requirements in Article IV, Section 7, any meeting of the Members may be held, fully or partially, by means of "remote communication": electronic communication, conference telephone, video conference, the Internet, or such other means by which persons not physically present in the same location may communicate with each other on a substantially simultaneous basis. Participation in such a meeting shall constitute a presence in person at such meeting.

**Section 4. Notice of Meeting of Members:** Written notice stating the place, day and hour of a meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than thirty (30) days before the date of the meeting. Notice must be provided using the Association's customary method(s) of communication, which may include personal delivery, U.S. mail, e-mail, text message, or phone call, using the address, e-mail, or phone number on record with the Association. A Member may, in writing, signed by him or her, waive notice of any meeting before or after the date of the meeting stated therein. If sent by mail, notice is deemed delivered when properly addressed, postage prepaid, and deposited in the United States mail. Attendance of a Member at any meeting shall constitute a

waiver of notice of such meeting except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 5. Informal Action by Members:** Any action required or permitted by law to be taken at a meeting of the Members 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 of the Members of the Association, which consent shall be filed with the Secretary of the Association as part of the Association records.

**Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association:** The quorum required for any action which is subject to a vote of the Members at a meeting of the Association (as distinguished from a Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action, the presence at the meeting of Members or proxies entitled to cast fifty-one (51%) per cent of the total vote of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting.

**Section 7. Conduct of Meetings:** The Directors may make such regulations as they deem advisable for any meeting of the Members, including proof of membership in the Association, evidence of the right to vote, the appointment and duties of inspectors of votes, time limitations on public comment, and professional and respectful behavior. Such regulations shall be uniformly applied and binding upon the Association and its Members.

**Section 8. Ballots by Mail:** When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for the vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article IV. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

## **ARTICLE V: DIRECTORS**

**Section 1. General Powers:** The affairs of the Association shall be managed by its Directors.

## **Section 2. Eligibility to Serve as a Director:**

- (a) **General Requirement.** Directors must be current Members of the Association, residing in the Dwelling Unit, and must not have any outstanding unpaid Assessments or liens subject to pending foreclosure.
- (b) **Term Limits.** Directors may serve no more than two (2) consecutive full terms (six (6) consecutive years). After serving two consecutive full terms, a Director is ineligible for re-election until at least one (1) year has elapsed following the expiration of the second term.
- (c) **Exception for Lack of Eligible Candidates.** If too few eligible Members are willing or able to serve, up to three (3) Directors who are not Members of the Association, or who otherwise fail to meet the eligibility requirements in subsection (a) or (b), may be elected or appointed, as the Board deems appropriate.
- (d) **Definition of "Member" for Eligibility Purposes.** Solely for purposes of determining eligibility to serve as a Director, the term "Member" shall include:
  - a. Owners of a Residential Lot or Dwelling Unit;
  - b. The spouse of an Owner, if residing in the Dwelling Unit; and
  - c. Trustees of a trust, if the trust holds title to the Residential Lot or Dwelling Unit AND such trustee resides in the Dwelling Unit.
- (e) **Limitations on Multiple Representation.** No more than one Director may be elected or appointed from any single Residential Lot or Dwelling Unit. For purposes of this limitation, "from a single Residential Lot or Dwelling Unit" includes interval owners, immediate family members, investment partners, or timeshare owners. Likewise, only one spouse, partner in a marriage, domestic partnership, or civil union may serve as a Director at the same time, even if such spouses/partners own more than one Residential Lot or Dwelling Unit.
- (f) **Resolution of Election Conflicts.** If an election results in multiple individuals being elected in violation of subsection (d), the conflict shall be resolved by reference to the number of votes received. The individual receiving the highest number of votes shall retain the seat, and the other(s) shall be disqualified.
- (g) **Determination of Eligibility.** Candidate eligibility shall be determined prior to the election by the Nominating Committee, or if no such committee exists, by the Board of Directors excluding any Directors standing for re-election. Any candidate deemed ineligible shall not appear on the ballot.

(h) **Continuing Eligibility and Removal.** Eligibility requirements under this Section are ongoing conditions of service. If, at any time during a Director's term, that Director ceases to meet the eligibility requirements of this Section—including, without limitation, failure to remain a Member in good standing, ceasing to reside in the Dwelling Unit, incurring unpaid Assessments subject to foreclosure, or becoming ineligible due to relationship or ownership conflicts—the remaining Directors may, by majority vote, remove the ineligible Director and declare the seat vacant.

**Section 3. Number and Tenure:** The Board shall consist of seven or nine Directors, as the Board deems appropriate. The term of each Director shall be three years.

Any vacancy may be filled by appointment at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, and if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. If more than two vacancies exist simultaneously, vacancies shall be filled by the voting process utilized during the annual meeting cycle, to fill the vacancies for the remainder of the term for each vacant seat. The candidate receiving the most votes will receive the seat with the longest remaining term length.

Any Director elected or appointed to fill a vacancy shall serve for the remaining term of his predecessor.

**Section 4. Annual Meetings:** Annual meetings of the Board of Directors shall be held annually immediately following the annual meeting of the Members. The Board of Directors may provide by Resolution the time and place for the holding of additional regular meetings of the Board without notice.

**Section 5. Special Meetings:** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors by giving notice thereof as provided in Section 5 of this Article V. Such persons calling a special meeting of the Board of Directors may fix any location as a place for holding such special meeting.

**Section 6. Notice:** When notice of a Board of Directors meeting is required, it shall be given no fewer than five (5) days prior to the meeting. Notice must be provided using the Board's customary method(s) of communication, which may include personal delivery, U.S. mail, e-mail, text message, or phone call, using the address, e-mail, or phone number on record with the Association or regularly used by each Director. If sent by mail, notice is deemed delivered when properly addressed, postage prepaid, and deposited in the United States mail.

Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the

transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these Bylaws or the Covenants.

**Section 7. Quorum:** A majority of the Board of Directors shall constitute the quorum required for the convening of any meeting of the Board and the transaction of business therein.

**Section 8. Manner of Acting:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 9. Remote Meetings:** Subject to the notice requirements in Article V, Section 6, any meeting of the Board may be held by means of "remote communication": electronic communication, conference telephone, video conference, the Internet, or such other means by which persons not physically present in the same location may communicate with each other on a substantially simultaneous basis. Participation in such a meeting shall constitute a presence in person at such meeting. Such meetings may also be hybrid, with one or more attendees in person and others attending via remote communication.

**Section 10. Compensation:** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

**Section 11. Informal Action by Directors:** Any action required or permitted by law to be taken at a meeting of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors, which consent shall be filed with the Secretary of the Association as part of the Association records.

**Section 12. Removal of Directors:** Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The vacancy thus created by such a removal shall be filled as provided in Section 3 of this Article V.

## **ARTICLE VI: 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 Properties, Restricted Common Properties, and the conduct of the Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;

(b) suspend the voting rights of a Member and his/her right to use the Common Properties and Restricted Common Properties 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) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(d) exercise on behalf of the Association all other powers, duties, and authority vested in or delegated to the Association as set forth in the Covenants and not reserved to the membership by other provision of these Bylaws, the Article of Incorporation, or the Covenants.

**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, have the same available for inspection at the offices of the Association, and present a statement thereof to the Members at the annual meeting of the Members or any special meeting when such statement is requested in writing by one-fourth (1/4th) vote of the Members who are entitled to vote;

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

(c) perform all duties set forth in the Covenants, including without limitation:

1. fixing the amounts of all assessments;
2. sending written notice of all assessments to every owners subject thereto;
3. in the discretion of the Board, foreclosing the lien against any Property for which assessments are not paid within thirty (30) days after the due date or bringing an action at law against the Owner personally obligated to pay the same;

4. providing for a Board of Architectural Review;

5. issuing or causing 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 of directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

6. causing the Common Properties and Restricted Common Properties to be maintained or repaired; and

7. periodically defining a minimum level of services as set forth in the Association Covenants.

(d) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association; and

(e) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

## **ARTICLE VII: MERGER**

To the extent and in the manner provided by law, the Association may participate in mergers and consolidation with other nonprofit associations organized for the same purposes, provided, however, that any such merger or consolidation shall require approval by the vote of two-thirds (2/3rds) of the Members at a meeting duly called for such purpose.

Upon merger or consolidation of the Association with another Association or Associations, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another Association may, by operation of law, be added to the properties of the Association as a surviving association pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other property as one plan. No merger or consolidation shall necessitate or create any revocation, change, or addition to the Covenants, including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

## **ARTICLE VIII: MORTGAGES**

To the extent provided by law and by the Covenants, the Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions.

## **ARTICLE IX: OFFICERS**

**Section 1. Officers:** The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer, the duties of which shall be as follows:

(a) President:

- a. Serves as the chief executive officer of the Association and presides over all meetings of the Board and of the Members.
- b. Executes contracts, documents, and other instruments on behalf of the Association, except where the Board has expressly delegated authority to another officer or agent.
- c. Ensures that Board orders and resolutions are carried into effect.
- d. Acts as the primary liaison between the Board, property manager, committees, and Members.
- e. May appoint committees, subject to Board approval, and oversee their work.

(b) Vice President:

- a. Performs the duties of the President in the President's absence, disability, or refusal to act.
- b. Assists the President as needed and performs such other duties as may be assigned by the Board.
- c. May be designated by the Board to oversee specific projects, committees, or operational areas.

(c) Secretary:

- a. Keeps, or ensures the keeping of, accurate minutes of all meetings of the Board and of the Members.
- b. Maintains the Association's official records, including governing documents, resolutions, membership records, and notices of meetings.
- c. Ensures that required notices are duly given in accordance with the governing documents and applicable law.
- d. Provides attestations of official documents, including resolutions and Board actions.

(d) Treasurer:

- a. Serves as the chief financial officer of the Association.
- b. Has responsibility for, or oversight of, the custody of all Association funds and securities.
- c. Ensures that accurate books of account are kept, reflecting all receipts and disbursements.
- d. Oversees preparation of financial statements and reports for the Board and Members.

- e. Ensures that assessments are collected and deposited, and that authorized disbursements are made.
- f. Oversees preparation of the annual budget and coordinates with any accountants or auditors engaged by the Association.

The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, Directors of the Association.

**Section 2. Election, Term of Office and Vacancies:** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for an unexpired portion of the term.

**Section 3. Removal:** Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the Association will be served thereby.

**Section 4. Powers and Duties:** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association.

**Section 5. Resignation:** Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the 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.

## **ARTICLE X: COMMITTEES**

**Section 1. Committees of Directors:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in the Resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have the authority of the Board of Directors as to the following matters: (a) the dissolution, merger or consolidation of the

Association; (b) the amendment of the Articles of Incorporation of the Association; (c) the sale, lease or exchange of all or substantially all of the property of the Association; (d) the designation of any such committee or the filling of vacancies in the board of Directors in any such committee; (e) the amendment or appeal of these Bylaws or the adoption of new Bylaws; and (f) the amendment or appeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

**Section 2. Other Committees:** Other committees not having and exercising the authority of the Board of Directors and the management of the affairs of the Association may be designated by a resolution adopted by the Board of Directors. Such committees may include or be entirely composed of Members who are not Directors and shall perform such duties and have such powers as may be provided in the resolution.

**Section 3. Rules:** Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE XI: CERTIFICATES OF MEMBERSHIP**

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

## **ARTICLE XII: INSPECTION**

The books and records of the Association shall be subject to inspection by any Member. Requests to review records must be made in writing or via e-mail, and requests will only be honored during reasonable business hours and with reasonable notice. Sensitive information of other Members is not available for review (including, but not limited to, individual financial records, voting records, and Architectural Review Board correspondence). No records will be prepared specifically for a Member's review; only records already prepared in the ordinary course of

business and in the execution of the Board's fiduciary duties to the Association are subject to this Article XII. At the Board's discretion and subject to the limitations above, a Member's request for new records to be generated may be granted at an appropriate hourly cost to reimburse for management's time.

The Covenants, the Articles of Incorporation and the Bylaws of the Association shall be available in digital form to be shared via e-mail. If a Member desires a physical copy, he or she may purchase such hard copy at the principal office of the Association.

## **ARTICLE XIII: PROXIES AND ELECTRONIC VOTING**

**Section 1. Proxy Allowed:** Each Member entitled to vote may vote in person or by proxy at any meeting of the Association.

**Section 2. Form and Effect:** Each proxy shall be executed in writing by the Member or his duly authorized Attorney-in-Fact, shall state the meeting for which such proxy is given, and shall be filed with the Secretary; provided, however, that proxies shall not be permitted for any action which is subject to a Referendum. No proxy shall extend beyond the date of the meeting for which it is given, unless such meeting is adjourned to a subsequent date.

**Section 3. Electronic Voting:** The Board of Directors, at its discretion, may allow electronic voting for any business where a vote is required to be cast; provided, however, that appropriate verification methods must be utilized to ensure that only those Members with voting privileges are exercising such voting privileges electronically.

**Section 4. Revocation or Change of Vote:** A proxy may be revoked or modified at any time prior to the commencement of the meeting for which such proxy is given. A new proxy must be executed in writing according to Section 2 of this Article XII, also reflecting the revocation of the original proxy.

Electronic votes may not be revoked or modified once submitted.

## **ARTICLE XIV: CONSTRUCTION**

In the event of a conflict between the Covenants and the Articles of Incorporation or the Bylaws, the Covenants shall control; and in the case of any conflict between the Articles of Incorporation and the Bylaws that the Covenants do not resolve, the Articles of Incorporation shall control.

## **ARTICLE XV: ASSESSMENTS**

As provided in the Covenants, each Member is obligated to pay to the Association Annual and Special Assessments, and certain Members may be required to pay Neighborhood Assessments, all of which are secured by a continuing lien upon the Property against which such assessments are made. Any assessment not paid by its due date is delinquent and shall be assessed a late charge of one-and-a-half percent (1.5%) per month from the due date until paid. Consistent with the Covenants, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property; interest, costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of such delinquent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Properties or Restricted Common Properties or abandonment of this Property by which he is entitled to membership.

## **ARTICLE XVI: INDEMNIFICATION**

The Association shall indemnify and hold harmless each Director and Officer, and their respective heirs, executors, and administrators, against all losses, costs, and expenses reasonably incurred in connection with any action, suit, or proceeding arising from their service as a Director or Officer of the Association. Indemnification shall not apply to matters in which the individual is finally adjudicated to have engaged in gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

Expenses incurred by a Director or Officer in defending any action, suit, or proceeding arising from their service to the Association shall be advanced by the Association prior to the final disposition of such action, suit, or proceeding, upon receipt of a written undertaking by or on behalf of the Director or Officer to repay such amount if it is ultimately determined that indemnification of the Director or Officer is not proper under this Article.

## **ARTICLE XVII: FISCAL YEAR**

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December every year.

## **ARTICLE XVIII: PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Covenants or these Bylaws.

## **ARTICLE XIX: AMENDMENTS**

These Bylaws may be amended by a majority of the Board of Directors. These Bylaws may also be repealed and replaced in their entirety by a majority of the Board of Directors.

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