

**BY-LAWS OF  
WILLOW CREEK PROPERTY OWNERS ASSOCIATION**

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**BY-LAWS OF  
WILLOW CREEK PROPERTY OWNERS ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

**"Section 1.01" Name and Location.** The name of the corporation is Willow Creek Property Owners Association, Inc. a South Carolina non-profit corporation. The principal office of the corporation is located at WILLOW CREEK, Spartanburg County, South Carolina, but meetings of the Members and Directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

**ARTICLE II  
OBJECT AND DEFINITIONS**

**"Section 2.01" Purposes.** The specific purposes for which the Association is formed are: (i) to provide for the maintenance, preservation and control of the Common Area which is part of the real property located in Spartanburg County, South Carolina (the "Property"), which has been submitted to the Declaration of Covenants, Conditions, Restrictions and Easements for WILLOW CREEK dated \_\_\_\_\_, and recorded on \_\_\_\_\_, in the R.M.C. Office for Spartanburg County, South Carolina in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ (the "Declaration"); and (ii) to promote the health, safety and welfare of the Owners within WILLOW CREEK.

**"Section 2.02" Assent.** All present and future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of WILLOW CREEK in any manner are subject to the WILLOW CREEK Documents, including these By-Laws. The mere acquisition or rental of any lots in Willow Creek or the mere act of occupancy of one of the Lots shall constitute ratification and acceptance of these By-Laws.

**"Section 2.03" Definitions.** The defined terms used in these By-Laws shall have those meanings that the same terms have in the Covenants.

**ARTICLE III  
MEMBERSHIP**

**"Section 3.01" Membership.** Every Owner, by virtue of being an Owner and for as long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. No Owner, whether one or more persons, shall have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and of use and enjoyment appurtenant to such ownership.

**"Section 3.02" Voting Rights.** The Association shall have one class of membership. Members shall be Owners, and each Member shall be entitled to one vote for each Lot owned, according to the Plat;

**"Section 3.03" Proof of Membership.** Any person or entity, on becoming an Owner of a Lot, **may** furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument shall remain in the files of the Association.

#### **ARTICLE IV ASSOCIATION MEETINGS, QUORUM, VOTING AND PROXIES**

**"Section 4.01" Place of Meetings.** Meetings of the Association shall be held at such suitable place convenient to the Voting Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

**"Section 4.02" Annual Meetings.** The annual meeting of the Association shall be held at a date and time as set by the Board of Directors.

**"Section 4.02.1" Programs/Projects/Capital Expenditure Approval at Annual Meetings.** Capital expenditures or projects of \$5,000 or more or programs which have a \$5,000 or more impact upon the community shall be submitted to the POA Board on the Willow Creek Criteria for Projects and Programs form at least thirty (30) days prior to the Annual Meeting. The Board will review to assure completeness of the form. The request will be added to the agenda at the next annual meeting. The vote will follow review of the treasurer's report on available funds. Ballots will be distributed to each voting member present. A majority vote will act as approval for those projects or programs for the following year if funds are available.

**"Section 4.03" Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**"Section 4.04" Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, either personally or by mail, to each voting member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the Voting Member at his address as it last appeared on the records of the Association, with postage thereon prepaid.

**"Section 4.05" Waiver of Notice.** Waiver of notice of the meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meetings. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting at which proper notice was not given, is raised before the business is put to a vote.

**"Section 4.06" Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by his or her alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Voting Members in the manner prescribed for regular meetings. The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total votes of the Association remain present in person, and provided further that any action taken shall be approved by at least a majority of the Voting Members present.

**"Section 4.07" Voting.** The voting and membership rights shall be set forth in the Covenants, and such voting and membership rights provisions specifically incorporated therein.

**"Section 4.08" Proxies.** Voting Members may vote by proxy or through the alternate Voting Member, who has ownership rights in the property, on Covenant amendments, capital projects which exceed \$50,000 and for the annual election of members to the Board of Directors. The proxy ballot for directors must be received by the Board no later than one (1) day prior to the annual meeting to be counted.

**"Section 4.9" Majority.** As used in these By-Laws, the majority shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty (50%) percent of the total number of votes.

**"Section 4.10" Quorum.** Except as otherwise provided in these By-Laws or in the Covenants, the presence in Person, by proxy or by alternate of the Voting Members representing one-sixth (1/6) of the votes in the Association shall constitute a quorum at all meetings of the Association.

**"Section 4.11" Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat.

**"Section 4.12" Action Without a Meeting.** Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

## **ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**"Section 5.01" Number and Initial Board.** The affairs of the Association shall be managed by a Board of nine (9) Directors elected as provided under section 5.03. The number of the Board of Directors may be adjusted from time to time by amendment to these By-Laws.

**"Section 5.02" Nominating Directors.** Nominations for election to the Board of Directors shall be made to the Board of Directors at least thirty (30) days prior to the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**"Section 5.03" Election of Directors.** The Directors shall be elected at the annual meeting by vote of members present. The candidates with the highest vote counts shall be the new Directors. In case of a tie, a runoff will be held, during the same meeting, to determine the winner. Voting for Directors shall be by written ballot.

**"Section 5.03.1" Terms of Office.** The initial terms of the elected Directors shall be fixed at the time of their election as they themselves shall determine in order to establish a system of three (3) year terms in which at least one-third (1/3) of the Board is re-elected in each year, and the board shall identify in which year the directorships for each category representation are subject to re-election. At the expiration of the initial term of office of each respective Director, a successor shall be elected to serve three (3) years. Each director shall hold office until such Director's successor shall have been elected by the Association and qualified.

**"Section 5.04" Removal of Directors; Vacancies.** Directors may be removed and vacancies on the Board may be filled as follows:

**(a) By the Members.** Any members of the Board of Directors elected by Members may be removed by a majority of votes of the Members, with or without cause, at any regular or special meeting of the Members duly called. A successor to any Director removed may then and there be elected to fill the vacancy created. A Director whose removal is proposed by the Members shall be given at least, ten (10) days' notice of the date and purpose of the meeting, and shall be given opportunity to be heard at the meeting.

**(b) By the Board.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill. If such removed Director represented a certain category of representation, the Director appointed to fill the vacancy shall also represent that category.

**"Section 5.05" Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

**"Section 5.06" Action Taken Without a Meeting.** The Directors shall have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. An e-mail received from a Director satisfies this requirement. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

## **ARTICLE VI MEETINGS OF DIRECTORS**

**"Section 6.01" 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 the 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 6.02" 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 6.03" Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decisions 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 6.04" Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and notice or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**"Section 6.05" Telephonic Participation.** One or more Directors may participate in any regular or special meeting of the Board by telephone conference call and those Directors so participating shall be counted for quorum purposes.

## **ARTICLE VII POWERS AND DUTIES OF BOARD OF DIRECTORS**

**"Section 7.01" General.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not by law or by the Articles of Incorporation, these By-Laws or the Declaration directed to be exercised or done by the Members.

**"Section 7.02" Specific Powers and Duties.** Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors shall be empowered and shall have the powers and duties as follows:

- (a)** To administer and enforce the Covenants, Conditions, Restrictions, Easements, Uses, Limitations, Obligations and all other provisions set forth in the Covenants.
  
- (b)** To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of WILLOW CREEK, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each Member promptly after adoption.

**(c)** To keep in good order, condition and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Covenants.

**(d)** To insure and keep insured all the insurable property contained in the Common Area and to maintain casualty and other insurance, all as required by the Covenants.

**(e)** To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of WILLOW CREEK, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of the Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

**(f)** To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessments are being made.

**(g)** To levy and collect default Assessments for violation of the WILLOW CREEK Documents or because the Association has incurred an expense on behalf of a Member under the WILLOW CREEK Documents.

**(h)** To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Covenants and these By-Laws; to enforce a late charge as specified in Covenants and to exercise other remedies for delinquent Assessments or monies owed the Association as set forth in the Covenants.

**(i)** To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Covenants and these By-Laws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow more than Fifty thousand and no/100 (\$50,000.00) Dollars or cause the Association to be indebted for more than \$50,000.00 at any one time without the prior approval of the membership.

**(j)** To enter into contracts within the scope of their duties and powers.

**(k)** To establish a bank account for the operating account of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors.

**(l)** To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members of their Mortgagee at convenient weekday business hours.

**(m)** To cause any and all access roads, parking areas and driveways in and to WILLOW CREEK and across the Property to be maintained.

**(n)** To cause the maintenance of the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located on the Lots and Common Area for the benefit of the Members.

**(o)** To delegate to the Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by another than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in Subsections (e), (f), (g), (i) and (j) shall not be so delegated.

**(p)** To assist the Architectural Review Board (the "ARB") in the performance of its functions.

### **"Section 7.03" Manager.**

**(a)** The Board of Directors may employ for Willow Creek, a professional management agent or agents as manager at a compensation established by the Board to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in Subsection (e), (f), (g), (i) and (j) of Section 7.02 above.

**(b)** No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

**"Section 7.04" Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

**(a)** Cash accounting, as defined by generally accepted accounting principles shall be employed.

**(b)** Accounting and controls should conform with established AICPA guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require one signature, either the president or treasurer.

**(c)** Cash accounts of the Association shall not be co-mingled with any other accounts.

**(d)** No remuneration shall be accepted by the Board of Directors or the Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value shall benefit the Association.

**(e)** Any financial or other interest which the Manager or a Member of the Board of Directors may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the calendar quarter in which the first Lot is sold and closed and continuing on a quarterly basis, financial reports shall be prepared for the Board of Directors containing:

(i) An income statement reflecting all income and expense activity for the preceding three (3) months on a cash basis;

(ii) An account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months on an accrual basis; and

(iii) A delinquency report listing all Owners who have been delinquent in paying the monthly installments of Assessments during the preceding three (3) month period and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.

(g) A Balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements shall be audited at their expense. Any such audited statements shall be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying. An independent review of the finances should be performed each year and reported to the board.

(h) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts) shall be prepared for the Board periodically and available to all Members on an annual basis.

(i) A cash reserve of \$10,000 will be maintained for emergency use. The board of directors has the authority to determine what an emergency use is. The board shall establish a Depreciation Reserve fund which shall be used at the discretion of the board to keep facilities in good order, condition and repair.

**"Section 7.05" Hearing Procedure.** The Board shall not impose a fine, suspend voting rights or suspend any rights of a Member or other occupant for violations of rules and regulations or of the provisions of the WILLOW CREEK Documents unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from the alleged violation shall be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the alleged violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

**(b) Notice.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain:

**(i)** The nature of the alleged violation;

**(ii)** The time and place of the hearing which time shall not be less than ten (10) days from the giving of the notice;

**(iii)** An invitation to attend the hearing and produce any statement, evidence and witness on the Member's behalf; and

**(iv)** The proposed sanction to be imposed.

**(c) Hearing.** The hearing shall be held pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. Written or oral evidence may be presented. The presenting party shall provide copies of any written evidence to the other party or parties. The decision of the Board shall be final.

**(d) Appeal.** The Board may, in its discretion, appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Board by written notice to the Hearing Committee, the other party and the Board. The Board shall consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding ninety (90) days after receipt of the notice. The decision of the Board shall be final. These procedures shall not be necessary in order to impose any sanction or penalty for non-payment of a delinquent Assessment. The ARB shall employ the above procedures before ordering modification or removal of any Improvement erected without its proper consent. Owners shall follow the above procedure in contesting a decision of the ARB, except that instead of employing Subparagraph (a), the aggrieved Owner shall proceed to Subparagraph (b), and the Owner shall give the ARB and the Board notice of the decision appealed from, including a copy of the decision. The Board shall then give the notice of hearing consistent with Subsections 7.05 (b)(i), (ii), (iii) and (iv) above, and the Board shall consider appeals regarding such matters in the manner set forth above.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**"Section 8.01" Enumeration of Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

**"Section 8.02" 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 8.03" Term.** The officers of the Association shall be elected annually by the Board, and each shall hold the office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

**"Section 8.04" 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 8.05" Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 in the notice, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

**"Section 8.06" 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 replaces.

**"Section 8.07" 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 8.04 above.

**"Section 8.08" Duties.** The duties of the officers are as follows:

**(a) President.** 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.

**(b) Vice President.** 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.

**(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; and shall prepare an annual budget and the financial

statements provided for by Section 7.04 above; and deliver or make copies available of each to the Members.

## **ARTICLE IX COMMITTEES**

**"Section 9.01" General.** Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

**"Section 9.02" Covenants Committee.** The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws and resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association.

**"Section 9.03" Architectural Review Board.** The Board of Directors shall appoint an Architectural Review Board in accordance with the provisions of Article VI of the Covenants.

## **ARTICLE X INDEMNIFICATION**

**"Section 10.01" Indemnification.** The Association shall indemnify every Director and officer, or former Director or officer, and their respective successors, personal representatives and heirs against all loss, costs and expenses, including counsel fees reasonably incurred by such person in connection with any action, suit or proceeding to which such person may be made a party by reason of such person's being or having been a Director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of such person's duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense.

## **ARTICLE XI AMENDMENTS**

**"Section 11.01" Amendments.** These By-Laws may be amended at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Article V or XI or any portion of those Articles shall require approval of all Directors.

## **ARTICLE XII MISCELLANEOUS**

**"Section 12.01" Fiscal Year.** The fiscal year of the Association shall begin the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

**"Section 12.02" Conflict of Documents.** 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 Covenants shall control.

IN WITNESS WHEREOF, we being all the Directors of WILLOW CREEK have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

DIRECTORS:

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned witness, who after being duly sworn says that s/he saw the within named \_\_\_\_\_, as Director of WILLOW CREEK, sign the within By-Laws and as his act and deed, deliver the same, and that s/he with the other whose signature appears above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public for South Carolina  
My Commission Expires:

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WILLOW CREEK; and

THAT the foregoing By-Laws constitute the By-Laws of the Association, as adopted at a meeting of the Board of

Directors of the Association held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

SECRETARY