

# Wyboo Plantation Owners Association

## By-Laws



Originally Executed 14<sup>th</sup> Day of December, 1990  
Recorded in the Office of the Clerk of Court  
Clarendon County, SC Book A 197, Page 243

Revised by the Wyboo Plantation Owners Association  
Board of Directors, August 15, 2013  
Recorded in the Office of the Registrar of Deeds  
Clarendon County, SC Book 865, Page 152

of

**BYLAWS  
OF  
WYBOO PLANTATION OWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

**Section 1.01 Name and Location.** The name of the corporation is Wyboo Plantation Owners Association, Inc. (the "Association"), a South Carolina non-profit corporation. The principal office of the corporation is located at 100 Recreation Drive in Wyboo Plantation, Clarendon County, South Carolina, but 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.

**ARTICLE II  
OBJECTIVE 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 Clarendon County, South Carolina (the "Property"), which has been submitted as the Declaration of Covenants, Conditions, Restrictions and Easements for Wyboo Plantation, dated December 9, 2010 and recorded on December 9, 2010 in the Office of the Registrar of Deeds for Clarendon County, South Carolina, in Deed Book 782 at Page 17 (the "Declaration"); (ii) to promote the health, safety and welfare of the Property Owners within Wyboo Plantation, and (iii) enforcement of the terms of the Declaration.

**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 Wyboo Plantation in any manner are subject to the Wyboo Plantation Documents, including these Bylaws. The mere acquisition or rental of any Lots in Wyboo Plantation or the mere act of occupancy of one of the Lots shall constitute ratification and acceptance of these Bylaws.

**Section 2.03 Definitions.** The defined terms used in these Bylaws shall have those meanings that the same terms have in the Declaration.

**ARTICLE III  
MEMBERSHIP**

**Section 3.01 Membership.** Every Owner, by virtue of being an Owner and for as long as he/she 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 ownership of such Lot.

Section 3.02 **Voting Rights.** Every Owner shall be entitled to one vote for each Lot owned. Owners who purchase 2 or more adjoining Lots, legally combine them into one Lot, and build on them in such a way as to make all of the Lots inseparable shall be entitled to one vote.

#### ARTICLE IV ASSOCIATION MEETING, QUORUM, VOTING AND PROXIES

Section 4.01 **Membership.** The Association membership shall consist of Lot owners.

Section 4.02 **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 4.03 **Annual Meetings.** The annual meeting of the Association shall be held on the third Thursday of March of each year.

Section 4.04 **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 Members representing at least five percent (5%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting (which shall be set by the Board of Directors only) and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4.05 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Association shall be delivered, either personally, by mail or by email, to each 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 Member at his address as it last appeared on the records of the Association, with postage thereon prepaid.

Section 4.06 **Waiver of Notice.** Waiver of notice of the meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meetings. Attendance at a meeting by a voting member shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such 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 4.07 **Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum of Voting Members is not present, a majority of the Members

who are present at such meeting, 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 Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum of voting members is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum of voting members, provided that at least twenty-five percent (25%) of the total voting members 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 required to constitute a quorum.

**Section 4.08 Voting.** Members may vote in person or by proxy (directed or general). There shall be only one vote per Lot.

**Section 4.09 Proxies.** All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it was issued was cast. A proxy shall automatically terminate and cease to be effective upon (i) The Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member prior to the proxy casting a vote.

**Section 4.10 Majority.** As used in these Bylaws, the majority shall mean Members totaling more than fifty percent (50%) of the total number of voting members.

**Section 4.11 Quorum.** The presence at a meeting, whether in person or by proxy, of Members entitled to cast one third (1/3) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation the Declaration or these Bylaws.. Members established 30 days prior to an Association meeting will be counted as to what constitutes a quorum.

**Section 4.12 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 4.13 Parliamentary Rules.** Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

**Section 4.14 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 50% plus 1 of the Voting Members entitled to vote 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 of Directors.** A board of seven Directors shall manage the affairs of the Association. No action of the Association may be challenged on the grounds that less than seven Directors served at the time of such action.

**Section 5.02 Nominating Committee.** A nominating Committee consisting of a chairman, who shall be a Member of the Board of Directors and two or more Members of the Association, shall make nominations for election to the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to each annual meeting of the Members to serve until the close of such 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. Nominations shall not be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

**Section 5.03 Election of Directors.** Directors shall be elected as follows:

(a) **Election procedure.** At each annual meeting of the Members, Directors shall be elected. The final vote count of the winners shall be available to the Members.

(b) **Terms of Office.** The terms of the elected Directors shall be three years. Each year at least 2 members of the board are elected for a three-year term. At the expiration of a board members term, a successor shall be elected to serve a three-year term. Each Director shall hold office until such Director has been reelected or the Association shall have elected their successor.

**Section 5.04 Voting Procedure for Directors.** Members of the Association may cast as many votes as they are entitled to exercise under the provisions of Article III above in respect to each vacancy. Voting for Directors shall be by secret written ballot.

**Section 5.05 Removal of Directors; Vacancies.** Directors may be removed and vacancies on the Board may be filled as follows:

(a) **By the Members.** Any Director may be removed, with or without cause, at any regular or special meeting of the Members. 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 an opportunity to be heard at the meeting.

(b) **By the Board.** Any Director who has three 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 of the Board is present. A vacancy may be declared by the Board, and it may appoint a successor to complete the remainder of the removed Director's term. In the event of the death, disability or resignation of a Director, the Board may declare a vacancy, and it may appoint a successor to complete the remainder of the vacated term.

**Section 5.06 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 5.07 Action Taken Without a Meeting.** The Directors shall have the right to take any action that they could take at a meeting in the absence of a meeting by obtaining the written approval of a quorum of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any actions taken will be reported at the subsequent general meeting.

## ARTICLE VI MEETINGS OF DIRECTORS

**Section 6.01 Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board.

**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 Directors present at a Special or Regular Meeting shall constitute a quorum. 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 6.04 **Waiver of Notice.** The transactions of any meetings of the Board of Directors, however called and notice of 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 **Electronic Participation.** One or more Directors may participate in any regular or special meeting of the Board by telephonic or any other form of electronic participation 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 Bylaws or the Declaration directed to be exercised or done solely by the Membership.

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 Declaration.
- (b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of Wyboo Plantation, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered, mailed, or emailed to each Member and be posted on the Wyboo website 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 Declaration.



(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 Declaration.

(e) To fix, determine, levy and collect the prorated annual Assessments to be paid by each of the Members towards the gross expenses of Wyboo Plantation, and to adjust, decrease or increase amount of the Assessments.

(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 Assessment is being made.

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

(h) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; to enforce a late charge of not less than 15% in connection with any Assessments remaining unpaid more than thirty (30) days from the due date for payment; and to collect interest at 2 points above the prime rate of The Association's bank, per month on unpaid Assessments in accordance with Section 4.09 of the Declaration; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments as the Board of Directors may deem necessary; provided however, that the Board shall not borrow more than \$100,000 at any one time without the prior approval of a majority of votes 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 or their Mortgagee at convenient weekday business hours.



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

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

(o) To delegate to the WPOA Administrator 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), (j) and (k) shall not be so delegated.

(p) To assist the Architectural Review Committee (the "ARC") in the performance of its functions.

(q) To do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the Association.

#### Section 7.03 **WPOA Administrator.**

(a) The Board of Directors may employ for Wyboo Plantation, a professional management agent or agents as Administrator 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 Administrator, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in Subsections (e), (f), (g), (i), (j) and (k) of Section 7.02 above.

No management contract may have a term in excess of one (1) year 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) Accrual accounting, as defined by generally accepted accounting principals shall be employed.

(b) Accounting and controls should conform to established AICPA guidelines and principles. A segregation of accounting duties should be maintained, and disbursements

by check shall require two signatures. Cash disbursements shall be limited to amounts of \$100 and under.

(c) No remuneration shall be accepted by the Board of Directors or the Administrator 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, or anything of value that shall benefit the Association.

(d) Any financial or other interest which the Administrator 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.

(e) Financial reports shall be prepared for the Board of Directors containing:

(i) An income statement reflecting all income and expense activity:

(ii) An account activity statement reflecting all receipt and disbursement activity; and

(iii) A delinquency report listing all Owners who have been delinquent in paying of Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments that 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.

(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 that are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category shall be prepared for the Board periodically and will be available to all Members on an annual basis.

**Section 7.05 Hearing Procedure.** The Board shall not impose a fine, suspend voting rights or suspend any rights of a Member for violations of rules and regulations or of the provisions of the Wyboo Plantation 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.

(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. A violation of the same kind, including but not limited to, parking violations, failure to mow grass, and other nuisance violations, occurring more than once in a 12 month period will be deemed a continuing violation and continuing violations shall only require one notice and hearing. 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 unless the Board determines that a violation presents a threat to persons or property in which case it may provide less 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.

These procedures shall not be necessary in order to impose any sanction or penalty for non-payment of a delinquent Assessment. The ARC 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 ARC, except that instead of employing Subparagraph (a), the aggrieved Owner shall proceed to Subparagraph (b), and the Owner shall give the ARC 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 Subsection 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 offices of the Association shall be a President, Vice President, Secretary, Treasurer, and Assistant Treasurer who shall at all times be Directors, and such other officers as the Board may from time to time by resolution create which officers may or may not be Directors.

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 office for one (1) year unless they shall resign sooner 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 fiscal year.

Section 8.07 **Offices.** No person shall simultaneously hold more than one of any of the 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,

promissory notes, mortgages, deeds and other written instruments. The president shall also be empowered to co-sign checks when necessary.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them 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) **Assistant Secretary.** The assistant secretary shall act in the place and stead of the secretary in their absence, inability, or refusal to act and shall assist the Secretary.

(e) **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 accounts; 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.

(f) **Assistant Treasurer.** The assistant treasurer shall act in the place and stead of the treasurer in their absence, inability, or refusal to act and shall assist the Treasurer.

## ARTICLE IX COMMITTEES

Section 9.01 **General.** The Board of Directors may establish committees to perform tasks and appoint members of the association to serve for such periods as may be designated by the resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees shall perform duties and have powers as directed by the Board of Directors. 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 **Committee Enforcement Authority.** Committees shall have the authority to issue notice to members of the Association upon violation of any rule, covenant, bylaw or policy enacted by the Board of Directors that falls within the scope of that committee as outlined in Section 7.05 of these Bylaws subject to the right of the Board of Directors to supersede such authority in whole or in part.

## ARTICLE X INDEMNIFICATION

Section 10.01 **Indemnification.** The Association shall indemnify every Director, officer, and appointed committee member or former Director, officer, and appointed committee member, 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 duty to the Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of 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 and shall be funded as the costs and attorney's fees are incurred.

#### ARTICLE XI AMENDMENTS

Section 11.01 **Amendment.** These Bylaws may be amended at a regular or special meeting of the Board by a vote of a majority of the Board of Directors. However, 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 April and end on the 31st day of March of each year.

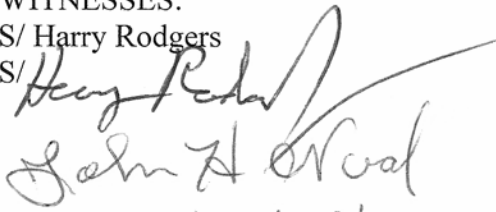
Section 12.02 **Conflicts of Documents.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control in the case of a conflict between the Articles of Incorporation and the Declaration, the Declaration shall control..

**IN WITNESS WHEREOF**, we, being all the Directors of the Wyboo Plantation Owners, Association, Inc., have hereunto set our hands this 15<sup>th</sup> Day of August, 2013.

WITNESSES:

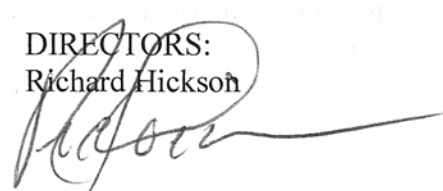
S/ Harry Rodgers

S/

  
JOHN H. NEAL

DIRECTORS:

Richard Hickson



8/13/13

S/ *William L. Bowers*

William Bowers

S/ *Ronald S. Madrid*

Ron Madrid

S/ *Guy Cafiero*

Guy Cafiero

S/ *Toby Jones*

Toby Jones

S/ *Rm Fischer*

Ron Fischer

S/ *Steve Goebel*

Steve Goebel

S/

STATE OF SOUTH CAROLINA,  
COUNTY OF CLARENDON

PERSONALLY appeared before me the undersigned witness, who after being duly sworn says that s/he saw the within named Directors of Wyboo Plantation Owners Association, sign the Bylaws and as their act and deed, deliver the same, and that s/he with the other whose signature appears above witnessed the execution thereof.

S/ SWORN to before me this 16<sup>th</sup> Day of August 2013.

(SEAL) S/ *Tonya Costello*  
Notary Public, South Carolina

My Commission Expires: 1-31-2017

CERTIFICATION



I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Wyboo Plantation Owners Association, Inc., a South Carolina nonprofit corporation; and

THAT the foregoing Bylaws constitute the Bylaws of the Association, as adopted at a meeting of the Board of Directors of the Association held on the 15<sup>th</sup> Day of August, 2013.

8/13/13



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of  
the Association this 15<sup>th</sup> Day of August, 2013

(SEAL)

*Toby Jones*

S/ Toby Jones Secretary



8/13/13