

## BY-LAWS

### OF

#### McBEE STATION MASTER CONDOMINIUM OWNERS' ASSOCIATION

##### ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

- 1.1 Name. The name of the corporation is McBee Station Master Condominiums Owners' Association (the "Association").
- 1.2 Principal Office. The principal office of the Association shall be located in the State of South Carolina. The Association may have such other offices, either within or outside the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.
- 1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly-understood definitions. Capitalized terms shall have the same meaning as set forth in the Master Deed of McBee Station Master Horizontal Property Regime filed in the Greenville County, South Carolina records, as it may be amended (the "Master Deed"), unless the context indicates otherwise. The terms "Owner" and "Owners" may be used interchangeably herein from time to time with the terms "Member" or "Members."

##### ARTICLE 2: ASSOCIATION

- 2.1 Membership. An Owner of a Unit shall automatically become a Member of the Association as more fully set forth in the Master Deed, the terms of which pertaining to membership are incorporated by this reference. If title to a Unit is held by more than one (1) Person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Unit, which vote shall be appurtenant to such Unit and weighted in accordance with the percentage of undivided interest in the Common Elements attributable to each Unit, as shown on an Exhibit to the Master Deed. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person designated by the entity shall be eligible to represent such entity or entities in the affairs of the Association. Membership shall be appurtenant to the Unit and shall be transferred automatically by conveyance of that Unit and may be transferred only in connection with the transfer of title.
- 2.2 Rights of Members. Each Owner shall have the right to (a) use and enjoy in common with all other Owners and subject to the Master Deed and Rules and Regulations, if any, adopted by the Board, the Common and Limited Common Elements of the Condominiums; and (b) vote as provided in the Master Deed and these By-Laws.

- 2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Condominiums or as convenient as is possible and practical.
- 2.4 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held on the date and hour designated by the Declarant. Subsequent regular meetings shall be held annually on a date and at a time set by the Board. The annual meeting shall be for the purpose of election of the Board of Directors, review of the budget, and for the transaction of such other business as may be brought before the meeting.
- 2.5 Approval of Budget. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Condominiums during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Unit for the following year to be delivered to each Member at least thirty (30) days prior to the end of the Association's fiscal year. Notwithstanding any other provisions of these Bylaws, the proposed budget shall be deemed automatically ratified unless the proposed budget stipulates an increase of more than twenty percent (20%) over the then existing budget or at an annual or special meeting the Members reject the proposed budget by a Majority affirmative vote of the total Unit votes entitled to be cast at such meeting. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. If the budget stipulates an increase of more than twenty percent (20%) over the then existing budget, then the Board shall seek ratification of the proposed budget by a Majority of Members voting at a meeting called for the purpose of ratifying the budget. Notwithstanding anything else stated herein, there shall be no requirement that a quorum be present at such meeting.
- Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the Members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply with respect to such special meeting.
- 2.6 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least thirty percent (30%) of the total votes in the Association, or by Declarant (during Declarant Control Period).
- 2.7 Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

- 2.8 Waiver of Notice. Waiver of notice of a meeting of the Members 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 meeting. Attendance at a meeting by a Member of the Member's proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the meeting is put to a vote.
- 2.9 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding at least fifty-one percent (51%) of the votes represented at such meeting may adjourn the meeting to a time not less than five (5), nor more than ten (10) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.
- 2.10 Voting. The voting rights of the Members shall be set forth in the Master Deed, and such voting rights provisions are specifically incorporated by this reference.
- 2.11 Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of South Carolina law. All proxies shall be in writing specifying the Unit(s) for which such proxy is given, signed by the Member or its duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, or upon receipt of notice by the Secretary of the death or judicially-declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.
- 2.12 Quorum. Except as otherwise provided in these By-Laws or in the Master Deed, the presence, in person or by proxy, of Members representing forty percent (40%) of the total

votes in the Association shall constitute a quorum at all meetings of the Association. The vote of fifty-one percent (51%) of the Members present and eligible to vote shall constitute a decision of the Association.

The Members present at a duly organized meeting, at which a quorum is initially present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

If a quorum is not present, the meeting may be recessed by the presiding officer who shall state the date, time and place for the meeting to be rescheduled. Such verbal statement at the meeting being recessed shall be sufficient notice of the date, time and place of the rescheduled meeting.

- 2.13 Conduct of Meetings. The President, or a person appointed by the President, shall preside over all meetings of the Association, and the Secretary, or a person appointed by the Secretary, shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.
- 2.14 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting.

### **ARTICLE 3: BOARD OF DIRECTORS**

#### **A. Composition and Selection.**

- 3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Declarant, the directors shall be residents or eligible Members; provided, however, no Owner and resident representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Person's Unit is delinquent. A "resident" shall be any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Condominiums. In the case of a Member which is not a natural person, any officer, director, partner, employee, agent or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, however, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Declarant.
- 3.2 Number of Directors. During the Declarant Control Period, Declarant shall be entitled to appoint all the members of the Board of Directors of the Association to the extent permitted by applicable law. The initial Board shall consist of no less than one person and no more than three persons, whose terms shall expire at

the expiration of the Declarant Control Period. After expiration of the Declarant Control Period, the Board shall be comprised of three directors.

- 3.3 Nomination and Election of Directors. Except with respect to directors appointed by the Declarant during the Declarant Control Period, there shall be one director nominated and elected by the Commercial Unit Owner(s), one director nominated and elected by the Residential Unit Owner(s), and a third director being the Condominium Manager. The Commercial Unit Owner(s) and the Residential Unit Owner(s) shall each be the "Applicable Member Group" with respect to the director appointed by each such group.
- 3.4 Term of Office. The directors appointed by each of the Commercial Unit Owner(s) and the Residential Unit Owner(s) shall hold office until their respective successors have been appointed by the Applicable Member Group. The director who is a representative of the Condominium Manager shall hold office until removed as set forth below.
- 3.5 Removal of Directors and Vacancies. Any director elected by an Applicable Member Group may be removed, with or without cause, by the Applicable Member Group. Upon such removal of a director, a successor shall be elected by the Applicable Member Group. Written notice of the removal of a director and appointment of successor director shall be given promptly to the Board by the Applicable Member Group. In the event of death, disability or resignation of a director elected by an Applicable Member Group, the Applicable Member Group shall immediately appoint a successor director. In the event the Applicable Member Group cannot immediately appoint a successor director, the Applicable Member Group shall immediately appoint a temporary successor director to be replaced upon the appointment of a successor director.

The director in such position as a representative of the Condominium Manager may be removed from his or her position as director (i) by the Declarant, or (ii) in connection with the removal of the Condominium Manager as set forth in the Master Deed.

In the event of removal or resignation of the Condominium Manager, then the Board may declare a vacancy and appoint a successor to fill the vacancy until the Declarant retains a new Condominium Manager, in accordance with the provisions of the Master Deed.

This Section shall not apply to directors appointed by the Declarant during the Declarant Control Period. The Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Declarant during the Declarant Control Period.

B. Meetings.

- 3.6 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.

- 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one such meeting shall be held during each quarter.
- 3.8 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors.
- 3.9 Notice. Notice of the time and place of a regular meeting shall be communicated to directors not less than four (4) calendar days prior to the meeting. Notice of the time and place of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting, and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal delivery, telephone, or telecopier shall be deemed communicated when delivered, telephoned, or telecopied.
- 3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.
- 3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.
- 3.12 Quorum of Board of Directors. At all meetings of the Board, provided that the Director appointed by the Residential Unit Owner(s) is present, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Master Deed. Otherwise, presence of all Directors shall

be required to constitute a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than ten (10) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Notwithstanding the requirement for the attendance of the Director appointed by the Residential Unit Owner(s) in order to constitute a quorum, if such Director is not present (or available by telephone) at the initial meeting, the failure of such Director to attend such reconvened meeting shall not preclude a quorum if (i) the Director appointed by the Residential Unit Owner(s) was duly notified of the reconvened meeting, and (ii) a majority of directors are otherwise present (or available) at the reconvened meeting.

- 3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing at least fifty-one percent (51%) of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director. Notwithstanding the foregoing, the condominium management agreement to which the Declarant and the Condominium Manager are parties shall be approved for purposes of this Section 3.13.
- 3.14 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.
- 3.15 Open Meetings. Subject to the provisions of Section 3.16, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.
- 3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, filed in the minutes, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. Except for (i) matters that are required by the Condominium Documents or the Act to be submitted to the vote of the Owners and (ii) matters that are reserved to fewer than all the Owners under Section 7.2 of the Master Deed, the Association shall function in all respects through the Board of Directors, which shall be responsible for carrying out the duties and making the decisions called for by the Condominium Documents and the Act. The Board shall have the authority to enforce the terms of this Master Deed against all Members of the Association.

3.18 Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Master Deed, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners, as set forth in the Master Deed;
- (c) providing for the operation, care, upkeep, and maintenance of those portions of the Condominiums as provided in the Master Deed;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association; provided, however, that any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) adopting rules and regulations governing the use of the Common and Limited Common Elements in accordance with the Master Deed, actions by Owners/Occupants and their guests, and establishing penalties for the infraction thereof;
- (g) opening bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Elements in accordance with the Master Deed and these By-Laws;
- (i) enforcing by legal means the provisions of the Master Deed, these By-Laws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, however, the Association shall not be

obligated to take action to enforce any covenant, restriction, or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Master Deed, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the cost of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to every Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Master Deed, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association, as provided in Article 6, Section 6.5;
- (n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Condominiums; and
- (o) indemnifying a director, officer, or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required under South Carolina law, the Articles of Incorporation, or the Master Deed.
- (p) to exercise all other powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Master Deed, as any of the same may be amended, or applicable law;
- (q) to exercise any other powers necessary and proper for the governance and operation of the Association;
- (r) to have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of South Carolina by law may now or hereafter have or exercise; and
- (s) the Board shall ensure Unit Owners are kept informed of decisions made by the Condominium Manager and/or other Owners as to matters affecting the Condominium.

3.19 Management. The Board of Directors may delegate to the Condominium Manager any or all of its authority to perform the duties set forth in Section 3.18, above, as the Board determines is in the best interest of the Association, provided

the Board shall at all times retain the right to make final decisions concerning any action of the Condominium Manager

- 3.20 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:
- (a) accounting and controls should be in accordance with generally accepted accounting principles;
  - (b) cash accounts of the Association shall not be commingled with any other accounts;
  - (c) no remuneration shall be accepted by the managing agent 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; any thing of value received shall benefit the Association; and
  - (d) an annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year and at each Association annual meeting. Such annual report may be prepared on an audited, reviewed, or compiled basis, as the Board determines; provided, however, that the Association shall provide an audited financial statement upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit.
- 3.21 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members representing at least sixty-seven percent (67%) of the total votes allocated to Units prior to borrowing such money.
- 3.22 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with other condominiums and other owners' or residents' associations, within and outside the Condominiums; provided, however, that any common agreement (other than the Condominium Manager's agreement) shall require the consent of a Majority of the total number of directors of the Association.
- 3.23 Enforcement. In addition to such other rights as are specifically granted under the Master Deed, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote for violation of any duty imposed under the Master

Deed, these By-Laws, or any Association rules. The failure of the Board to enforce any provision of the Master Deed, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

- (a) Notice. Prior to imposition of any sanction hereunder or under the Master Deed, the Board or its delegate shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided, however, that the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the ten (10) day period constitutes a separate offense, and fines may be imposed on a *per diem* basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board may impose a sanction without notice to the violator.
- (b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice 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 or its representative 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.
- (c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Master Deed, these By-Laws, or the rules of the Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed as trespass.

3.24 Liability and Indemnification of Declarant and the Board. The Declarant, acting in the capacity of manager of the Condominium prior to incorporation of the Association, and Members of the Board of the Directors, shall not be liable to the Owners for any mistake

of judgment, negligence, or otherwise except for their own individual willful misconduct or as otherwise provided under South Carolina law or in the South Carolina Non-Profit Act, as amended (the "Non-Profit Act").

The Association shall indemnify and hold harmless the Declarant and each of the Directors of the Board of the Association against all contractual liability to others arising out of contracts made by the Declarant or Board on behalf of the Condominium or Association unless any such contracts shall have been made contrary to the provisions of the Master Deed, Articles, these By-Laws, South Carolina law, or, specifically, the Non-Profit Act. It is intended that the Declarant and Directors of the Board shall have not personal liability with respect to any contract made by them on behalf of the Condominium or the Association.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, by-law, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her stated capacity and as to action in another capacity while serving as Declarant or holding office with Declarant, or a Director, or officer, employee or agent of Declarant or the Association and shall inure to the benefit of the heirs, personal representatives, guardians, and conservators of such a person.

The Association may purchase and maintain insurance on behalf of Declarant or any person who is or was a Director, officer, employee or agent of Declarant or the Association, or is or was serving at the request of the Association or Declarant as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of the Declarant or any person who is or was a Director, officer, employee or agent of Declarant or another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (a) under any policy of insurance purchased and maintained on his or her behalf of the Association, or (b) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article, or elsewhere in these By-Laws, shall operate to indemnify the Declarant or any Director, officer, employee or agent of Declarant or the Association if such indemnification is for any reason contrary to any applicable state or federal law.

#### **ARTICLE 4: OFFICERS**

- 4.1 Officers. The officers of the Association shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Directors of the Board; other officers may, but need not, be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

- 4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.
- 4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.
- 4.4 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 specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association and the Chairman of the Board. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Master Deed and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall keep the minutes of all meetings of the Association and Board of Directors and have charge of such books and papers as the Board of Directors may direct.
- 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of 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.
- 4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.
- 4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article 3, Section 3.13.

## **ARTICLE 5: COMMITTEES**

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

## **ARTICLE 6: MISCELLANEOUS**

- 6.1 Application. These By-Laws shall apply automatically to all Owners, tenants of such Owners, agents and employees of Owners and tenants, and any other Persons who use the Condominium, or any part thereof.
- 6.2 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.
- 6.3 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association

proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Master Deed, or these By-Laws.

- 6.4 Conflicts. If there are conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Master Deed, and these By-Laws, the provisions of South Carolina law, the Master Deed, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.
- 6.5 Books and Records.
- (a) Inspection by Members and Mortgagees. The Board shall make available for inspection by any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, any Person who has executed a binding contract for the purchase of the Unit, or the duly-appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Master Deed, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules of the Association, books of account, the minutes of meetings of the Members, the Board, and committees, and the Association's corporate books and records. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Condominiums as the Board shall designate. Copies may be purchased at a reasonable cost to be set from time to time by the Board.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.
- (c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.
- 6.6 Notices. Except as otherwise provided in the Master Deed or these By-Laws, all notices, demands, bills, statements, and other communications under the Master Deed or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:
- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

- 6.7 Amendment. The provisions regarding amendment of the Master Deed shall apply fully to any amendments proposed to these By-laws to the same extent and subject to the same limitations therein as though republished herein in full. Any duly enacted amendment to these By-laws shall be effective only upon recordation in the Office of the Register of Deeds for Greenville County.
- 6.8 Master Deed. The terms and conditions of the Master Deed are hereby incorporated as necessary to provide further guidance and information on the governance of the Condominiums, or as necessary to comply with the Act.

**ARTICLE 7: FORMS OF PROXY AND WAIVER**

- 7.1 Forms of Proxy. The following form of proxy shall be deemed sufficient, but any other form may be used which is sufficient at law:

McBee Station Master Condominiums Owners' Association

Know all persons by these presents that the undersigned Member of McBee Station Master Condominiums Owners' Association (the "Association") hereby constitutes and appoints \_\_\_\_\_ the attorney-in-fact and proxy of the undersigned to annual and special meetings of the Members of the Association, at which the undersigned is not present, until the Secretary of the Association receives from the undersigned a letter or other written notice revoking this proxy and for and on behalf of the undersigned to vote as the undersigned would be entitled to vote if personally present, hereby ratifying and confirming that said attorney-in-fact and proxy shall do in the premises, and giving and granting unto said attorney-in-fact and proxy full power of substitution and revocation for a period of one year from the date hereof.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Member

Witness:  
 \_\_\_\_\_

- 7.2 Form of Waiver of Notice. The following form of waiver of notice shall be deemed sufficient, but any other form may be used which is sufficient at law:

McBee Station Master Condominiums Owners' Association

We, the undersigned (Board or Association Members) of McBee Station Master Condominiums Owners' Association, do hereby severally waive notice of the time, place, and purpose of (the annual or special) meeting of the (Board or Association Member) of the said Association, and consent that the same be held at \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_\_ o'clock \_\_ .m., and do further consent to the transaction of any and all business of any nature that may come before the meeting.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_