

BY-LAWS  
OF  
SOUTHCHASE OWNER'S ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Definitions and Operation. Express reference is hereby made to the Protective Covenants and Easements for SouthChase (the "Restrictions") recorded in the RMC office of Greenville County, South Carolina, as amended and added to from time to time, where necessary to interpret, construe and apply the provisions of these By-Laws.

(a) Definitions. All terms defined in the Restrictions have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Restrictions.

(c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Restrictions to avoid inconsistencies or conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Restrictions control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Article IV of these By-Laws and all votes of Members as herein set forth shall be subject to the same.

Section 3. Fiscal Year. This Association's fiscal year begins on the first day of

January of each calendar year.

Section 4. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such Member's Lots or Building Sites.

Section 5. Amendment. These By-Laws may be altered, amended, or rescinded by the majority affirmative vote of the Members present in person or by proxy at any regular meeting of Members or at any special meeting, provided notice has been given as hereafter provided.

Subject to the foregoing right of Members to adopt, amend or repeal By-Laws, the Board of Directors shall have the power to adopt, amend, or repeal the By-Laws, by an affirmative vote of seventy-five (75%) per cent of all directors then holding office, provided that notice has been given as hereinafter provided.

No meeting of Members or Directors shall be deemed competent to consider adoption, amendment, or repeal of By-Laws unless prior written notice of said meeting, whether regular or special, specifying said proposed change shall have been given to all members and Directors at least ten (10) days prior to the meeting, or said notice is waived by written waiver as provided elsewhere herein.

Any Member of the corporation may propose a change to the By Laws by written request to the President.

Section 6. Initial Registered Agent and Principal Office. The initial registered agent and principal office of the Association shall be established and maintained at such place as is

determined by the Board of Directors of the Association and designated and on record with the Secretary of State.

## ARTICLE II

### POWERS AND DUTIES OF THE ASSOCIATION

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these By-Laws.

Section 2. Restrictions. The Association shall provide for the effective and efficient administration of the Restrictions, of the Common Areas described therein, the ownership of the Common Areas, and shall assist in maintaining the safety, cleanliness, appearance and value of the Property described in the Restrictions.

Section 3. Maintenance and Assessment. The Association shall manage and maintain the Common Areas owned by it and administer and enforce all provisions of the Restrictions, and is hereby empowered to levy and collect assessments as needed to perform Association functions.

Section 4. General. The Association shall have all powers necessary to undertake and perform all acts necessary and incident to its duties, in accordance with the provisions of the Restrictions and the powers and duties consistent therewith, set forth in the Articles of Incorporation and these By Laws of the Association.

Section 5. Dedication. Notwithstanding anything in the Restrictions to the contrary, the Association reserves the right to dedicate all or a portion of the Common Areas to Greenville County or any other applicable governmental entity.

Section 6. Funds Held in Trust. All funds acquired by the Association shall be held in trust for the members of the Association in accordance with the provisions of the Restrictions, the Articles and these By-Laws.

### ARTICLE III

#### ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. The annual assessments and special assessments shall be set and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge on the Lot or Building Site against which the assessment is made. Assessments shall be paid in advance on a schedule to be set by the Association Board of Directors. Each assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of each party or entity who was an owner of the assessed Lot or Building Site at the time the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor; however, the lien thereof against the Lot or Building Site shall continue even though the ownership is changed. Liens may also be imposed in favor of the Association for reasonable expenditures required to cure defaults or violations under the Restrictions (including but not limited to failure to mow and maintain a Lot or Building Site as herein required). The Association, after ten (10) days prior written notice (subject to extension for a reasonable time if curative action is begun by an Owner but cannot reasonably be completed within ten (10) days) shall be entitled to take curative action. The defaulting Owner shall reimburse Association for the reasonable expenses thereof promptly upon invoice and in default of reimbursement within twenty (20) days of delivery of notice to such an

owner, a claim of lien may be filed for such amount in which event the lien shall also include court costs, expenses and reasonable attorney's fees involved in enforcement of the Restrictions. Liens may be foreclosed under equity procedures in a court of competent jurisdiction.

Section 2. Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the care, maintenance, improvement, repair and operation of the Association properties, including the entrances, the Property's roads and rights of way and drainage systems, any street lighting system and other Common Areas, improvements and facilities. Assessments by the Association shall be used for support services which the Association is authorized or required to provide, including but not limited to, the payment of taxes and governmental assessments on Common Areas, the purchase of insurance, providing security for the Property, the operation and maintenance of a drainage system and street lights, the construction of Common Area improvements, the enforcement of the provisions of the Restrictions, the ownership, operation and maintenance of the road system, the cutting of grass on Association properties, and the payment of the costs to obtain labor, services, equipment, materials, management, and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of the Restrictions to the contrary, the Association's funds shall not exceed its expected expenses and the reasonable reserves to such an extent as to cause the Association to lose its nonprofit status.

Section 3. Levy of Assessments. The Board of Directors shall annually adopt a budget for funding the Association's activities in furtherance of the purposes set forth herein. Assessments shall be levied annually, and special assessments for particular purposes and furtherance of the objectives of the Restrictions, including emergency repairs and restoration, are

also authorized. Assessments shall be levied on the Property, except for Common Areas, for the purpose of financing the annual budget of the Association. Annual and special assessments shall be assessed against all land within the Property, on an acreage basis, and shall include lands owned by Developer, except for Common Areas. The owner of each Lot or Building Site shall pay the Lot's or Building Site's share of each aggregate annual assessment, and, if imposed, special assessment; this share shall be determined by multiplying the total amount of the assessment by a fraction, the numerator of which is the number of acres in that Lot or Building Site, and the denominator of which shall be the total acreage in the Property. Annual assessments may be on the basis of a calendar year or any other twelve (12) month period as determined by the Board of Directors of the Association. Assessments shall be collected on a quarterly, semi-annual or on an annual basis, as the Board of Directors of the Association may decide.

Section 4. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after receipt of the statement (the date of receipt shall be deemed to be three days after mailing) shall bear interest from the due date at a rate to be fixed from time to time by the Association Board of Directors, but in any event not less than ten percent (10%) per annum or more than eighteen percent (18%) per annum. The Association by action of its Board of Directors is hereby empowered to file a lien for delinquent assessments against the affected Lot or Building Site and may bring an action at law against the owner personally obligated to pay the same, or foreclose the assessment lien against the Lot or Building Site under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs, and reasonable attorneys fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-

use of Common Areas.

## ARTICLE IV

### MEMBERS AND MEMBERS' MEETINGS

Section 1. Membership. Every owner shall be a member of the Association. Membership shall be appurtenant to and shall pass with the title to each Lot or Building Site, and it may not be separated from the ownership thereof.

Section 2. Annual Meetings. The annual meeting of this Association is to be held each year within one hundred twenty (120) days prior to the beginning of the next ensuing fiscal year, on such date and at such time and place in Greenville County, South Carolina, as the Board determines.

Section 3. Semi-Annual Meetings. The Association shall also meet every six months on a regular basis or such date and at such time and place in Greenville County, South Carolina, as the Board determines.

Section 4. Special Meetings. Special Membership meetings may be called at any time by: (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast fifty percent (50%) of all votes eligible to be cast by the Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

Section 5. Notice. Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day, and hour of the meeting and, in the case of special meeting, its purpose.

Section 6. Manner of Notice. Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such

notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Mailing or delivery of notice to any co-owner of a Lot or Building Site is effective upon all co-owners of such Lot or Building Site, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 7. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

Section 8. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

Section 9. Voting.

(a) Each Member shall be entitled to one vote for each whole acre of its Lot/Building Site plus a portion of a vote equal to any portion which is less than an acre. For example, if a Member owns a Lot or Building Site with 3.9 acres, then that Member shall have 3.9 votes. This shall be the case for all purposes, including, for example, the issue of whether a quorum is present.

(b) When more than one party or entity holds an interest in a Lot or Building



Site, the votes, as determined above, shall be exercised as its owners, collectively, determine. The foregoing shall also apply in the event a building or buildings are developed or owned under the condominium form of ownership.

(c) The Association may make further provisions and interpretations, consistent herewith, concerning membership and voting.

Section 10. Quorum. The presence of Members entitled to cast one-fourth (1/4) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except consideration of any action which requires the presence of Members entitled to cast two-thirds (2/3) of the votes eligible to be cast by the Membership, in which case at least two-thirds (2/3) of the Members shall be present. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of Members. If the required quorum is not present at any meeting duly called, a majority of the Members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of the meeting. Except as expressly required by South Carolina law, by the Restrictions, or by the Articles or these By-Laws, the Board of Directors shall conduct the affairs of the Association as described in Article V hereof and the Members shall normally vote only on electing the Board of Directors.

Section 11. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting

that might have been transacted at the original meeting without additional notice and without reconstructing a quorum.

Section 12. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 13. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to such Member's Lot or Building Site. All proxies must be in writing signed by the Member, and expire eleven (11) months from the date signed unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. If a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 14. Membership List. At least ten (10) days prior to each membership meeting, a complete list of the Members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. Such list also must be produced and kept open at the time and place of the meeting for inspection

by any Member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 15. Voting Requirements. Every act and decision done or made by a majority of the Members' votes present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership as to which the voting requirements of the applicable provision of the Articles or Restrictions govern.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of four (4) persons. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

Section 2. Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (iii) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports,

or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified:

(a) Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Restrictions, the Articles or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for any service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election to the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each Member may cast as many votes for each vacancy as such Member has under the provisions of these By-Laws. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

## ARTICLE VI

### DIRECTOR'S MEETINGS

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediately preceding Board meeting or by standing Board resolution. If the date, time, and place of a regular meeting are not determined by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time and place of meeting was determined.

Section 2. Special Meetings. Special Board meetings must be held on not less than one (1) day prior notice to each Director when called by (i) the President; or (ii) by any three Directors.

Section 3. Quorum. Except where the provisions of the Restrictions require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly

called at which a quorum is present constitutes the act of the Board. Where any provision of the Restrictions requires approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting, must be given to the Directors not present at the

time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all members of the Board and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

## ARTICLE VII

### POWERS OF BOARD OF DIRECTORS

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties and privileges vested in or delegated to this Association and not reserved to its Members by any provision of these By-Laws, the Articles, or the Restrictions. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Restrictions.

Section 3. Enforcement. For violation of any of its rules or regulations, the Board may: (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) both.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's voting rights and right to services or privileges provided by this Association, or either, during any period in which such member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Restrictions.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of South Carolina, except that the Board cannot provide such indemnification for criminal, intentional, or willful misconduct. Except to the extent such determination from time to time is reserved to the membership by the laws of the State of South Carolina, the Board's determination to provide or refuse indemnification is conclusive.



Section 7. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

Section 8. Architectural Review Board. Unless some other person or entity is charged and authorized with this power, the Board of Directors of the Association shall establish an Architectural Review Board which shall be authorized and empowered to exercise those powers and perform those duties provided in the Restrictions.

## ARTICLE VIII

### DUTIES OF BOARD OF DIRECTORS

Section 1. General. The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and see that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles and the Restrictions.

Section 2. Assessments. The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedure as the Board deems advisable, in addition to imposing the sanctions provided by these ByLaws.

Section 3. Estoppel Certificates. Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Review, or both, with respect to any Lot or Building Site. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 4. Financial. With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements for presentation to the Membership at each annual meeting. The Board also must present a current statement of income and expense when requested in writing by members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, or when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Restrictions. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 6. Management. The Board may contract with any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

## ARTICLE IX

### BOOKS AND RECORDS

Section 1. Records Enumerated. This Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and

(iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceeding does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot or Building Site, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these By-Laws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and typically indexed for the future guidance of this Association's directors, officers, and members.

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner or Member. Such right of inspection may be exercised personally or by any one or more representatives. Upon request, the Association also will furnish to any Owner, or Member copies (certified, if requested) of any and all of its books, records, and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

## ARTICLE X

### OFFICERS

Section 1. Enumeration. This Association's regular Officers are a President, Vice President, Secretary and Treasurer, who are elected, at the first Board meeting following each

annual meeting, for a term of one year, and until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Offices. The Board may appoint such other officers as it deems advisable each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any officer need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolutions of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments, and co-signs all checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the

Board and Membership; and (iv) keeps the Membership Record as provided in these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties as the Board from time to time may require or permit.

## ARTICLE XI

### PROCEDURE

Robert's Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.