EXHIBIT B

BY LAWS WESCOTT PLANTATION MASTER ASSOCIATION, INC.

A South Carolina Nonprofit Mutual Benefit Corporation

Pursuant to the provisions of the South Carolina Nonprofit Corporation Act, the Board of Directors of Wescott Plantation Master Association, Inc. a South Carolina nonprofit mutual benefit corporation, hereby adopts the following Bylaws for such corporation.

ARTICLE I. NAME AND PRINCIPAL OFFICE

- 1.1 Name. The name of the nonprofit corporation is "Wescott Plantation Master Association, Inc.", hereinafter referred to as the "Master Association".
- 1.2 Offices. The principal offices of the Master Association shall be at 1213 Lady Street, 3rd Floor, Columbia, South Carolina, 29201.

ARTICLE II. DEFINITIONS

- 2.1 <u>Definitions</u>. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration (as defined below), shall have such defined meanings when used in these Bylaws. For ease of reference, certain of such definitions as exist in the Declaration, as initially recorded, are repeated below.
- 2.1.1. "Added Property(s)" means real property, whether or not owned by a Declarant, which is made subject hereto as provided in Article II of the Declaration.
- 2.1.2. "Affiliate" means any entity which is owned by the Declarant, which owns the Declarant, or in which the Declarant or Persons holding an interest in Declarant own at least fifty per cent (50%) of the interests.
- 2.1.3. "Area of Common Responsibility" means any area for which the Master Association has or assumes the responsibility for maintenance, repair and management, including, without limitation, the Common Area and portions of the Property specified by the Master Association which have not been conveyed to a Developer as a Parcel and which contain facilities which benefit more than one Parcel, including, without limitation, (a) street shoulders and curbs, walkways and bicycle paths, signage, landscaping, street lighting, signage lighting and landscape lighting, whether within a Common Area or unpaved portions of designated common roadways whether said rights-of-way are privately owned, dedicated to the public, or conveyed to the State of South Carolina or any municipality thereof (b) lakes, lagoons and drainageways specifically shown and designated on any plat of the Property, or any portion

thereof, which plat is approved by Declarant or the Master Association, as being a Common Area of the Master Association or the responsibility of the Master Association, and (c) any common utility or facilities which have not been dedicated to and accepted for maintenance by a private or public utility. "Area of Common Responsibility" does not include common area established by a Developer within a Parcel unless Declarant agrees in a written recorded instrument that such area is to be Common Area under the Declaration.

- 2.1.4 "Assessment" means the charges from time to time assessed against a Unit by the Master Association in the manner herein provided, and shall include both regular and special assessments.
- 2.1.5. "Board of Directors" or "Board" means the Board of Directors of the Master Association.
- 2.1.6. "Common Area" means all areas shown and designated as a Common Area, or similar wording clearly indicating such intent, on any recorded plat of the Property, or any portion thereof, which plat has been approved in writing by Declarant and incorporated herein by a Supplemental Declaration. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREA SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN. "Common Area" does not include common areas established by a Developer with respect to a Parcel and which does not benefit Owners in other portions of the Property unless Declarant agrees in a written recorded instrument that such area is to be Common Area under the Declaration.
- 2.1.7. "Common Expenses" means all liabilities or expenditures made or incurred by or on behalf of the Master Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of the Declaration.
- 2.1.8. "Declarant" means Wescott Plantation, LLC, a South Carolina limited liability company, its successors and assigns, and any entity designated as a successor declarant by Wescott Plantation, LLC by a recorded Supplemental Declaration, provided, however, that this definition shall not include the purchaser, Owner, or mortgagee of any Unit.
- 2.1.9. "Declaration" means the Declaration of Master Covenants, Conditions and Restrictions for Wescott Plantation and all amendments or Supplemental Declarations filed for record from time to time in the Office of the Register of Deeds for Dorchester County, South Carolina.
- 2.1.10. "Managing Agent" means any entity retained by the Master Association to manage the Common Area and Area of Common Responsibility, or portions thereof, and supervise its maintenance and the operation of the administrative affairs of the Master Association.

- 2.1.11. "Master Association" means the Wescott Plantation Master Association, Inc., a South Carolina not-for-profit corporation.
- 2.1.12. "Occupant" means any individual lawfully occupying any Unit, including, without limitation, any Owner, or family member, guest, invitee, licensee, tenant of an Owner occupying any Unit.
- 2.1.13. "Owner" means any Person which owns fee simple title to any Unit located on the Property. "Owner" shall not mean a mortgagee unless such mortgagee has acquired title to the Unit or any Person having a contract to purchase a Unit but to which title has not been conveyed of record.
- 2.1.14. "Person" means any individual or legal entity, as the context may reasonably require.
- 2.1.15. "Property" means all the land and Improvements thereon described in Exhibit "A" attached to the Declaration and any Added Property.
- 2.1.16 "Relinquishment of Control" means relinquishment by Declarant of the right to appoint all members of the Board, which relinquishment shall occur only when Declarant in its sole discretion and at its sole option executes and records a written instrument relinquishing such control.
- 2.1.17. "Subordinate Association" means an association of Owners within one or more Parcels, as defined or created by a Subordinate Declaration, to provide for the orderly control, administration, maintenance or management of those Parcels.
- 2.1.18. "Subordinate Declaration" means any instrument or documents and any amendments thereto, which is filed of record with respect to a Parcel or Parcels, and which creates an association of owners for such Parcel or Parcels and/or establishes covenants, conditions, easements, rules or restrictions with respect to the lots, dwellings, Units or Improvements within such Parcel or Parcels.
- 2.1.19. "Unit" means any Improvement located within the Property, whether improved or unimproved, which (a) is intended for use and occupancy as an attached or detached residence for one family, (b) may be independently owned and conveyed, and (c) is held under one ownership (which may include, without limitation, ownership by co-tenancy, joint tenancy or tenancy-in-common). "Unit" includes, by way of illustration and not limitation, townhouses, cluster homes, patio or zero lot line homes, each half of a duplex built along a zero lot line, and single-family detached houses, in each case located on separately platted Parcels, and also includes condominium units established under a master deed approved by Declarant. "Unit" excludes Common Area, common property of any Subordinate Association, and Property dedicated to the public unless otherwise specified in the deed from the Declarant or the Master Association conveying such property or in another recorded document expressly approved by the Declarant. A Parcel shall initially be deemed to contain the number of Units designated on or with the subdivision plat for the Parcel which is approved by the City of North Charleston, South

Carolina and recorded in accordance with applicable ordinances and laws or, in the case of condominium units, as designated in the recorded master deed. Thereafter, each dwelling unit for which a certificate of occupancy has been issued shall constitute a separate Unit. The Master Association shall have the right to determine whether a Unit exists and how many Units exist at a particular time, subject to the provisions of this Declaration.

2.1.20. "Wetland Tract" means any piece or tract within the Property designated on a recorded plat as a "Wetland Tract" which is the subject matter of a Department of the Army Permit issued by the U.S. Army Corps of Engineers, or is the object of a mitigation plan under any such permit, and which, by Supplemental Declaration referencing such plat and permit, and such additional matters as the permit requires, is made subject to the restrictive covenants set forth in Article IV of the Declaration.

ARTICLE III. MEMBERS

- 3.1 <u>No Members</u>. Pursuant to the Declaration and the Articles of Incorporation, the Master Association shall not have members.
- 3.2 <u>Notice by Participating Owners</u>. Upon purchasing a Unit in that community commonly known as Wescott Plantation, located in Dorchester County, South Carolina, the Owner of any Unit purporting to have the right to use the Common Area shall promptly furnish to the Master Association a legible copy of the recorded instrument by which ownership of such Unit has been vested in the Owner, which copy shall be maintained in the records of the Master Association.

ARTICLE IV. BOARD OF DIRECTORS

4.1 <u>General Powers</u>. The property, affairs, and business of the Master Association shall be managed by its Board of Directors. The Board may exercise all of the powers of the Master Association, whether derived from law, the Declaration, the Articles of Incorporation, or these Bylaws, except such powers as are expressly vested in another Person by such sources. The Board shall constitute the final administrative authority of the Master Association, and all decision of the Board shall be binding upon the Master Association. The Board may by written contract delegate, in whole or in part, to a Management Agent such of its duties, responsibilities, function, and powers, or those of any officer, as are properly delegable.

4.2 Number, Tenure, and Qualifications

4.2.1 Until Relinquishment of Control by Declarant, the Board of Directors shall consist of not less than three (3) nor more than five (5) individuals, as designated by Declarant from time-to-time. Such Directors need not be Owners of Units.

- 4.2.2 Upon Relinquishment of Control by Declarant, or such earlier time as the Declarant records a Supplement Declaration waiving its authority to designate the Board, the successor Board shall be selected as follows:
 - A. The successor Board shall consist of five (5) Persons. It is not necessary that a Director be an Owner. The current Board of the Master Association shall constitute a Nominating Committee to nominate competent and responsible Persons to serve as Directors of the Master Association. The President or Secretary of the Master Association shall cause notice to be given to all participating Owners that a meeting shall be held at a designated time and place in Dorchester County not earlier than seven (7) days after the date such notice is given for election of Directors. The notice shall contain the names of those persons recommended by the Nominating Committee, but shall note that other nominations may be made by Owners at the meeting.
 - B. At the meeting and each subsequent election of Directors, the Owner of each Unit shall be entitled to cast, personally or by written proxy in form approved by the then existing Board, votes for each of such Units as is owned by such Owner. The number of votes for each Unit Owner shall be the same as the number of Assessment Shares allocable to such Owner, as set forth in Article VII of the Declaration.
 - C. After giving the Owners (or proxy holders) attending such meeting the opportunity to nominate other Persons, with a second by another Owner or proxy holder, the Directors shall be elected by written secret ballot. Each Owner shall be authorized, with respect to each Unit owned by such Owner, to cast one vote per Director slot to be filled (e.g, if three Directors are being elected, then the Owner of one Unit may cast one vote each for three nominees). Voting is not cumulative, and an Owner may not cast more than one vote per nominee. Those nominated Persons receiving the highest number of votes shall be the Directors.
 - D. In subsequent elections for Directors, the same procedure as set forth above shall be followed.
- 4.3 <u>Annual and Regular Meetings</u>. The first meeting of the Board of Directors shall be held within one (1) year from the date of incorporation of the Master Association. Subsequent annual meetings shall be set by the Board. Regular meetings of the Board of Directors shall be held on such dates as the Board of Directors may determine.
- 4.4 <u>Special Meetings</u>. Special meetings of the Board may be called by or at the request of two Directors, or if there are only two Directors, then any Director. The Director(s) calling a special meeting of the Board may fix any place within Dorchester County, South Carolina (or such other place as is approved by all Directors) as the place for holding such a meeting. Notice of any special meetings shall be given at least two (2) days prior thereto. Notice shall be in accordance with the procedure set forth in Section 11.1. Any Director may waive notice of a meeting.

- 4.5 Quorum, Telephonic Meetings and Manner of Acting. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. Upon approval of a majority of the Board, a meeting may be conducted by any electronic means which permits all participating Directors to communicate simultaneously (such as a telephone conference call). The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.
- 4.6 <u>Compensation</u>. No Director shall receive compensation for any services that he may render to the Master Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Master Association other than in their capacities as Directors.
- 4.7 <u>Resignation and Removal</u>. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by proper action of the Person(s) having the right to designate or elect Directors at the time of removal (see Sections 4.2.1 and 4.2.2, above).
- 4.8 <u>Vacancies</u>. If a vacancy shall occur in the Board by reason of the death or resignation of a Director, then such vacancy shall be filled by vote of the remaining Directors. If a vacancy shall occur in the Board by reason of removal, then such vacancy shall be filled solely by vote of the Person(s) then having the right to designate or elect Directors (i.e. by the Declarant or the Owners of the Total Assessed Units, as set forth in Section 4.2.1 and 4.2.2, above). Any Director designated or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.
- 4.9 <u>Informal Action by Directors</u>. Any action that is required or permitted to be taken at a meeting of the Board 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.

ARTICLE V. OFFICERS

- 5.1 <u>Number</u>. The officers of the Master Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board.
- 5.2 Appointment, Tenure, and Qualifications. The officers of the Master Association shall be chosen by the Board at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first

occurs. Any one individual may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No individual holding two or more offices shall act in or execute any instrument in the capacity of more than one office. A Director may serve as an officer. It is not necessary that an officer be a Director or an Owner.

- 5.3 <u>Subordinate Officers and Agents</u>. The Board may from time to time appoint such other officers or agents as it deems advisable, each of whom shall have such title, hold office for such periods, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. It is not necessary that a subordinate officer or agent be a Director or an Owner.
- 5.4 <u>Resignation and Removal</u>. Any officer may resign at any time by delivering a written resignation to the President of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.
- 5.5 <u>Vacancies and Newly Created Offices</u>. If any vacancies shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the board at any regular special meeting.
- 5.6 The President. The President shall preside at meetings of the Board and at meetings of Owners called by the Master Association. He shall sign on behalf of the Master Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him; provided that the Board may authorize other officers or Persons to act on specific matters by proper resolution of the Board.
- 5.7 <u>The Vice President</u>. The Vice President shall preside in the absence of the President and shall do and perform all other acts and things that the Board may require of him.
- 5.8 The Secretary. The Secretary shall keep the minutes of the Master Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Master Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.
- 5.9 <u>The Treasurer</u>. The Treasurer shall have custody and control of the funds of the Master Association, subject to the action of the Board, and shall, when requested by the President or the Board to do so, report the state of the finances of the Master Association. He shall perform such other duties as the Board may require of him.
- 5.10 <u>Compensation</u>. No officer shall receive compensation for any services that he may render to the Master Association as an officer; provided further, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as

otherwise provided in these Bylaws, may be additionally compensated for services rendered to the Master Association other than in their capacities as officers.

ARTICLE VI. COMMITTEES

- 6.1 <u>Designation of Committees</u>. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall consist of such number as the Board shall determine. No committee member shall receive compensation for services that he may render to the Master Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Master Association other than in their capacities as committee members. It is not necessary that a committee member be a Director, an officer or an Owner.
- 6.2 <u>Proceedings of Committees</u>. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. Unless expressly delegated to the committee by the Board, the power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.
- 6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at last a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.
- 6.4 <u>Resignation and Removal</u>. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, of the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.
- 6.5 <u>Vacancies</u>. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

6.6 <u>Development Review Board</u>. At such time as Declarant delegates to the Master Association Development Review Board the duties of the Development Review Board with respect to any Parcel(s), in the manner set forth in the Declaration, the Board shall appoint the Development Review Board. The provisions of this Article VI, except where inconsistent with the provisions of the Declaration, shall apply to the Master Association Development Review Board.

ARTICLE VII INDEMNIFICATION

- 7.1 Indemnification. The Master Association shall indemnify any Person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding (including a proceeding brought by the Master Association) whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a Director, member, officer, employee, or agent of the Master Association, a committee thereof, or the Master Association Development Review Board, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement in connection with such action, suit, or proceeding, if the indemnified Person (a) acted in good faith, without fraudulent intent or gross negligence (or, if the action is brought by the Master Association, without negligence or breach of any contractual or fiduciary obligation to the Master Association), and in a manner he reasonably believed to be in or not opposed to the best interest of the Master Association, and (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgement, order, or settlement, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 7.2. <u>Determination</u>. To the extent that a Director, member, officer, employee, or agent of the Master Association, a committee thereof, or the Master Association Development Review Board had been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 hereof shall be made by the Master Association only upon a determination that indemnification of the Director, member, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.1 hereof. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors excluding the Person whose indemnification is being considered.
- 7.3. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Master Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board (excluding the Person whose indemnification is being considered) and upon receipt of an

undertaking by or on behalf of the Director, member, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Master Association as authorized by this Article.

- 7.4. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Declaration, Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Directors, or applicable law. The indemnification authorized by this Article shall apply to all present and future Directors, members, officers, employees, and agents of the Master Association, a committee thereof, or the Master Association Development Review Board and shall continue as to such Persons who cease to be Directors, members, officers, employees, or agents of the Master Association and shall inure to the benefit of the heirs and legal representatives of all such Persons.
- 7.5. <u>Insurance</u>. The Master Association may purchase and maintain insurance on behalf of any Person who was or is a Director, member, officer, employee, or agent of the Master Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the Bylaws or the laws of the State of South Carolina, as the same may hereafter be amended or modified.
- 7.6. <u>Payments and Premiums</u>. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Expenses of the Master Association and shall be paid with funds of the Master Association.

ARTICLE VIII FISCAL YEAR AND SEAL

- 8.1. <u>Fiscal Year</u>. The fiscal year of the Master Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.
- 8.2. <u>Seal</u>. The Board may be resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Master Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX RULES AND REGULATIONS

9.1. Rules and Regulations. The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. Without limitation, such rules and regulations may include establishment of reasonable fees for guests or for special use of facilities in the Common Area, definition of the times and conditions of use of facilities in the Common Area and reasonable charges or fines for failure to observe the terms of the Declaration

or the rules and regulations. Upon request of any Owner, such Owner shall be provided a copy of the rules and regulations or the Declaration, provided that the Board may charge a reasonable fee to cover any reproduction, mailing or administrative costs involved.

ARTICLE X NOTICES

10.1. <u>Notices</u>. Notices required hereunder shall be deemed given when in writing and delivered by hand or three (3) calendar days after being deposited in the United States Mail, First Class, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Master Association, or if no address had been so designated, at the addresses of such Owner's respective Units as shown on the records of the Master Association.

All notices to the Master Association shall be delivered or sent in care of the Master Association at:

c/o Wescott Plantation Master Association, Inc., 1213 Main Street, Third Floor, Columbia, South Carolina, 29201

or to such other address as the Master Association may from time to time notify the Owners.

ARTICLE XI AMENDMENT OF BYLAWS

- 11.1. Amendment by Master Association. The Bylaws may be amended after (a) approval of the proposed amendment by the Board and (b) a vote of the Units representing a majority of the Total Assessment Shares, as set forth in Article VII of the Declaration. Notice of a meeting of the Master Association to vote on the proposed amendment(s) shall be given to Owners in the same manner that a notice is given for election of Directors, as set forth in Section 4.2.2 above. The notice shall contain a general description of the proposed change and purpose of the proposed change. No amendment shall be valid if it is not approved by the Directors or is substantially and materially different from that set forth in the notice. No amendment to the Bylaws which imposes a greater economic or legal burden on Declarant than exists under the current provisions of the Declaration shall be valid unless it is approved, in writing, by Declarant. Upon amendment of the Bylaws, such amendment shall be attached to a Supplemental Declaration or Amendment and shall be recorded within a reasonable period of time in the Office of the Register of Deeds for Dorchester County, South Carolina.
- 11.2. Amendment by Declarant. Declarant may amend the Bylaws without the consent of the Master Association, the Board, any Owner or any mortgagee if, in Declarant's opinion, such amendment is necessary to (i) bring any provision of the Bylaws or the Declaration into compliance or conformity with the provisions of any applicable governmental statue, rule or regulation or any judicial determination which is in conflict with the Declaration or the Bylaws; (ii) enable any title insurance company to issue title insurance coverage with respect to any Units subject to the Declaration; (iii) enable any mortgagee to make mortgage loans on any Unit or

other improvements subject to the Declaration; (iv) enable any governmental agency or private mortgage insurance company to insure mortgages on the Units subject to the Declaration; (v) enable any insurer to provide insurance required by the Declaration; or (vi) clarify any provision of the Bylaws or the Declaration, eliminate any conflict between provisions of the Bylaws and/or the Declaration, or correct any typographical or grammatical error.

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER

Filed for record this -

Day of ______

REGISTER OF MESNE CONVEYANCES