

BYLAWS
OF
GEORGETOWN COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is GEORGETOWN COMMUNITY SERVICES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1234 King George Blvd., Savannah, Georgia 31419, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and such other language as is required by the laws of the State of Georgia.

ARTICLE III

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions, restrictions and all other provisions set forth in the Declaration of Covenants and Restrictions for Georgetown which is recorded in Chatham County Deed Book 103-W, page 207, as the same may from time to time be amended.

Section 2. "Association" shall mean and refer to Georgetown Community Services Association, Inc., its successors and assigns.

Section 3. "Developer" shall mean and refer to Georgetown Associates, Georgia Limited Partnership, and its assigns, together with any successor to all or substantially all of its business of developing the Properties. All rights of the developer hereinafter set forth shall cease when it no longer has an interest in developing the Properties which shall be upon conveyance to the Association of the last portion of Common Area which is or becomes shown on the General Plan of Development.

Section 4. "General Plan of Development" shall mean that land use plan, including any amendments or alterations thereto, as approved from time to time by the Metropolitan Planning Commission of Chatham County, Georgia, the Chatham County Commissioners and/or such other appropriate federal, state and local public agencies, which shall represent the total general scheme and use of land in the Properties, including types, general location and number of dwelling units, common areas, commercial, industrial, recreational, health, educational,

religious, public and related areas and any and all such other uses as the Developer may determine.

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II of the Declaration.

Section 6. (a) "General Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements thereto which are intended to be dedicated to the common use and enjoyment of the Members, excluding therefrom any area of land together with improvements thereon which comprises a "Parcel Common Area".

Section 6. (b) "Parcel Common Area" shall mean and refer to any area of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements thereto which have been so designated by a Supplementary Declaration and which is intended to be dedicated to the common use and enjoyment of those Owners and Members who shall be responsible for payment of Parcel Assessments for such Parcel Common Area.

Section 7. "Living Unit" shall mean any structure or portion thereof situated upon the Properties, designed and intended for use and occupancy as a residence by a single housekeeping unit.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common area as heretofore defined. The term shall also include a condominium, townhouse or similar owned Living Unit where such may occur, as well as any parcel of residential or non-residential property in excess of one acre which would not otherwise be treated as a Lot hereunder and which has been conveyed to a single purchaser entity.

Section 9. "Multi-Family Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 10. "Assessable Unit" shall mean and refer to 1) each Lot which has been conveyed to an Owner who is not the Developer and on which there is no Multi-Family Living Unit or non-residential space which is or has been occupied, 2) each Multi-Family Living Unit in a Multi-Family Structure from and after the date of first occupancy, and 3) each 2,000 square feet, or portion thereof, of non-residential space from and after the date of first occupancy, excluding religious, public educational, and public service space.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Occupant" shall mean and refer to the Occupant of a Living Unit or non-residential space who shall be either the Owner or a lessee who holds a written lease.

Section 13. "Member" shall mean and refer to Members of the Association and shall include any Owner, any Occupant and the Developer, as defined in Section 3.

Section 14. "Parcel" shall mean and refer to: 1) all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration; and 2) all other subdivisions of the Properties which are subject to the same Supplementary Declaration.

Section 15. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer for a Parcel and contains such complementary provisions for such Parcel as are required by or consistent with the Declaration.

Section 16. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as the same may be from time to time amended.

Section 17. "Contract Builder" shall mean any corporation, partnership, individual or other legal entity engaged in the business of constructing residential units, single or multi-family, and who shall own, as of the date (s) of determination for purposes of assessments under this Declaration, not less than 15 Lots.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS.

The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the second Tuesday of June thereafter, at the hour of 7:00 p.m. commencing with the 1987 annual meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS.

Special meetings of the Members may be called at any time by the president or the Board of Directors, or upon written request of one-tenth of the Members.

Section 3. QUORUM.

The quorum for meetings where action by Owners is required by the Declaration shall be the presence of Owners in person or by proxy who are entitled to cast sixty percent of the votes of the Owners and the presence of the Class C Member. If the required quorum is not forthcoming at the meeting, the meeting may be adjourned to another time no sooner than one

week nor later than one month from that date. Should a quorum not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting.

The quorum for all other meetings of Members shall be the presence at meetings of Members in person or by proxy who are entitled to cast one-tenth of the votes of the Members then outstanding.

Section 4. PROXIES.

Each Member may vote in person or by proxy. All proxies shall be revocable and shall automatically cease upon official announcement of the results of the meeting for which the proxy was given.

ARTICLE V

NOTICE

Notice required by the Declaration, the Articles of Incorporation or these Bylaws shall be provided in writing by mailing a copy of such notice, first class postage prepaid, to the Member at the address last appearing on the books of the Association, or supplied by such Member for the purpose of notice.

Notice for meetings or a referendum where action by Owners is required shall be provided to Owners at least thirty days and no more than sixty days prior to such meeting or referendum. Notice of all other meetings or Members shall be provided to Members at least fifteen days before such meeting.

Notice of meetings or referenda shall specify the place, day and hour, and manner of voting. In the case of a special meeting, the notice shall state the purpose of the meeting. In the case of a referendum, the notice shall include the matters to be voted upon.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. TERM.

The affairs of the Association shall be managed by a board of up to nine (9) directors, who need not be Members of the Association. As long as the Class C membership exists, the Board shall consist of directors appointed by the Class C Member, who shall serve at the pleasure of the Class C Member, and directors elected for two-year terms by the Class A and Class B Members.

Section 2. COMPOSITION.

(a) The Board's membership shall be composed of nine (9) Directors who need not be members of the Association.

(b) At each annual meeting of the Members, the Owners shall elect the number of Directors equal to the number of vacancies created on the Board of Directors due to the expiration of the terms of persons then serving as the members of the Board of Directors, each Director so elected to serve for a two (2) year term.

(c) Except in the case of death, resignation, or removal, each Director elected by the Owners shall serve until the annual meeting at which his/her term expires and until his/her successor has been duly elected and qualified.

Section 3. METHOD OF NOMINATION.

Candidates for election shall file a petition for candidacy, signed by not less than ten (10) Owners with the Elections Committee at least forty-five (45) days before the annual meeting. Any person seeking a position on the Board of Directors for the first time must attend at least one (1) scheduled training session sponsored by the Board of Directors prior to his/her name being placed on the ballot. This training requirement shall also be satisfied by an individual before such person may be appointed by the Directors to fill a vacancy on the Board pursuant to Article VI, Section 6 of the Bylaws. At the time the petition of candidacy is filed, the candidate – if a Member – cannot be more than sixty (60) days delinquent in the payment of any assessment or charge against the property of which he/she is the owner, or in violation of any provision of the Association's Declaration, by-laws, architectural review guideline, or any other rule or regulation adopted by the Board from time to time. The Elections Committee shall provide all Owners with ballots containing the names of all bona fide candidates not less than thirty (30) days before the annual meeting.

Section 4. METHOD OF ELECTION.

(a) Election. The election of the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to receive under the provisions of the recorded covenants applicable to the Properties. The names receiving the largest number of votes shall be elected.

(b) All elections to the Board of Directors shall be made on a written ballot which shall describe the vacancies to be filled, and set forth the names of those determined by the Elections Committee to be qualified for such vacancies. The ballots shall be prepared and mailed by the Secretary to the Owners at least thirty (30) days in advance of the date set forth therein for a return (which shall be a date not later than the date before the annual meeting or special meeting called for elections).

(c) Except as stated in paragraph (e), each Owner shall receive as many ballots as he/she has votes. Notwithstanding that an Owner may be entitled to several votes, he/she shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballot shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot and the Owner shall be advised that, because of the verification procedures of paragraph (d), the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope or envelopes (if the Owner or his/her proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Owner or his/her proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his/her right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address stated in the ballot transmittal.

(d) Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the date set for the annual or special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to the Elections Committee. The Elections Committee shall then adopt a procedure which shall:

(i) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Owner or his/her proxy identified on the outside envelope containing them;

(ii) That the signature of the Owner or his/her proxy on the outside envelope is genuine; and

(iii) If the vote is by proxy, that such proxy is valid.

Such procedure shall be taken in such a manner that the vote of any Owner or his/her proxy shall not be disclosed to anyone, even the Elections Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Elections Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall be not counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Owners present, the ballots and the outside envelopes shall be destroyed.

(e) Notwithstanding the foregoing, all votes to which a Participating Builder (as defined in the Declaration) is entitled may be cast on a single ballot.

Section 5. RESIGNATION AND REMOVAL.

The unexcused absence of an elected Director from three consecutive regular meetings of the Board shall be deemed a resignation. Any elected Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. VACANCIES.

In the event of death, resignation or removal of an elected Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 7. COMPENSATION.

Unless otherwise authorized by a two-thirds vote of the Board of Directors, no Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. QUORUM.

A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 4. EXECUTIVE SESSIONS.

All meetings of the Board shall be open to observers, except the President may call the Board into executive session. Any action taken by the Board in executive session shall be recorded in the minutes of the Association.

Section 5. ACTION TAKEN WITHOUT A MEETING.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so

approved shall have the same effect as though taken at a meeting of the Directors. Any such action taken by the Board must be recorded in the minutes of the Association at the next regular meeting.

Section 6. PROXIES.

Each Director may vote in person or by proxy at meetings of Directors. All proxies shall be revocable and shall automatically cease upon official announcement of the results of the meeting for which the proxy was given.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS.

The Board of Directors shall have power to:

- (a) exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, the Declaration, the Articles of Incorporation or any Supplementary Declaration and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.
- (b) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. DUTIES.

It shall be the duty of the Board of Directors to:

- (a) cause the common areas to be maintained in good, clean, attractive and sanitary condition, order and repair;
- (b) adopt and publish rules and regulations including fees, if any, governing the use of the common areas and facilities and the personal conduct of the Members and their guests thereon, and to include these in the Book of Resolutions;
- (c) suspend the right to use the recreational facilities of any Member during any period in which such Member shall be in default for more than 30 days after notice in the payment of any assessment levied by the Association. Such right may also be suspended for Members, after notice and hearing, for a period not to exceed 60 days for infraction of the Declaration or the Book of Resolutions;

(d) cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available during regular business hours for inspection by any Member or his agent, and present an annual statement thereof to the Members;

(e) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(f) issue upon demand by any Member a certificate setting forth whether or not his assessment has been paid and giving evidence thereof for which a reasonable charge may be made;

(g) designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(h) hold a public hearing on the proposed annual budget and approve the annual budget by a majority vote of the Directors;

(i) by a majority vote of the Directors, fix annual general and parcel assessments and any special assessments at an amount sufficient to meet the obligations imposed by the Declaration and all Supplementary Declarations;

(j) annually set the date(s) assessments are due, and decide what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due;

(k) send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

(l) accelerate the payment of any assessment and declare the entire balance due and payable in full for which any installment remains unpaid sixty (60) days after the installment due date;

(m) cause the lien against any property for which assessments are not paid within sixty (60) days after due date to be recorded or cause an action at law to be brought against the Owner personally obligated to pay the same;

(n) procure and maintain adequate insurance to protect the Association, its employees and its personal and real properties;

(o) enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration, any Supplementary Declaration and Articles of Incorporation;

(p) appoint such committees as prescribed in Article XI;

(q) exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist;

(r) mortgage any or all of its real property and improvements thereon, subject to the approval of the Class C Member and of two-thirds of the votes cast on the question by the Class A Members;

(s) dedicate, sell or transfer all or any part of its real property and improvements thereon for such purposes and subject to such conditions as may be agreed to by the Class C Member and of two-thirds of the votes cast on the question by the Class A Members;

(t) perform such other acts as shall be necessary or appropriate in carrying out the powers granted to them under State law, the Declaration, any Supplementary Declaration, the Articles of Incorporation and these Bylaws.

ARTICLE IX

OFFICERS

Section 1. ENUMERATION OF OFFICERS.

The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such officers as the Board of Directors may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. TERM.

The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign; or shall be removed, or otherwise disqualified to serve.

Section 4. RESIGNATION AND REMOVAL.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. MULTIPLE OFFICES.

The offices of President and Secretary may not be held by the same person.

Section 7. DUTIES.

The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all mortgages, leases, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board.

(c) Secretary. The Secretary shall cause the recording of votes and the keeping of the minutes of all meetings and proceedings of the Board and of the Members; shall cause the maintenance of the Book of Resolutions; shall cause the keeping of the corporate seal of the Association and the affixing of said seal on all papers requiring said seal; shall cause the service of notices to Members as provided in Article V; shall cause the keeping of appropriate current records showing the Members of the Association together with their addresses; and shall cause the performance of such other duties as required by the Board.

(d) Treasurer. The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

ARTICLE X

VOTING RIGHTS

The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owner Members, as defined in Article III, and shall be entitled to one vote for each Lot owned; except that the Developer may not exercise any Class A rights as long as it has Class C membership rights.

Class B. Class B Members shall be all Occupants of Living Units or non-residential space who shall be either an Owner or lessee as defined in Article IV. Occupants of Living Units shall have one vote for the Living Unit they occupy. Occupants of non-residential space shall have one vote for each two thousand (2,000) square feet, or major portion thereof of non-residential space they occupy, but in no event shall the Occupant of any non-residential space have less than one vote.

Class C. The Class C Member shall be the Developer, who shall have one vote. The Class C membership and all rights appurtenant to such membership shall cease upon written notice to the Association, or upon conveyance of the last portion of the Properties which is or becomes shown on the General Plan of Development representing the general scheme and uses of land and which is or becomes subject to the Declaration.

The vote for any membership which is held by more than one person may be exercised by any one of them.

Any person or entity qualifying as a Member of more than one voting class may exercise those votes to which he is entitled for each such class of membership.

Where a vote of the Members is required, the Board of Directors shall, by resolution, determine whether the question shall be decided by referendum or at a meeting, and give notice thereof as provided herein.

ARTICLE XI

COMMITTEES

Section 1. ELECTIONS COMMITTEE.

The Board shall appoint an Elections Committee no later than two months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a Director, and at least four Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and placed in the Book of Resolutions.

Section 2. PARCEL COMMITTEE(S).

Annually, the Board shall appoint an Owner from each Parcel within the Properties to serve as Chairman of his Parcel Committee. The Chairman shall appoint four other Owners of Lots in the Parcel to serve as Members. It shall be the duty of the Committee to advise the Board each year on the proposed budget for maintaining and operating the Common Areas and providing services in the Parcel. The Committee also shall perform such other duties as may be assigned by the Board.

Section 3. OTHER COMMITTEES.

The Board shall appoint such other committees it deems appropriate to carrying out its purpose.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the director or officer or person may be entitled by law, or agreement, or vote of the Members or otherwise.

ARTICLE XIV

ARCHITECTURAL REVIEW BOARD

Section 1. COMPOSITION.

The Architectural Review Board shall be appointed by the Board of Directors and shall be comprised of three or more Members of the Association who shall elect one of their members as Chairman. The members of the Architectural Review Board shall be appointed for one (1) year terms by the Board of Directors immediately subsequent to each annual Member meeting to serve until the meeting of the Architectural Review Board following the appointment of their respective successors. The Board of Directors shall also appoint one of its Directors to serve as a liaison between itself and the Architectural Review Board. Conditions for the appointment of a member to the Architectural Review Board shall be (1) the member's attendance, in the capacity of an observer, at three consecutive regularly scheduled Architectural Review Board meetings within two months of the appointment, (2) the member's being current in the payment of any assessment or charge owed the Association and (3) the compliance of the member's Georgetown property (i.e., property subject to the Declaration or any Supplementary Declaration) with any provision of the Association's Declaration, Supplementary Declaration, bylaws, architectural review guideline, or any other rule or regulation adopted by the Board from time to time. The latter two of the above-mentioned conditions for the appointment of a Member to the Architectural Review Board shall also be conditions for a member's continued membership. Any member of the Architectural Review Board may be removed with or without

cause, at any time, by a majority vote of the Board of Directors, and by written notification to the member specifying the date of such removal. Any member of the Architectural Review Board who misses three (3) consecutive Board meetings without providing a written excuse therefor to the Board's Chairman shall be considered to have resigned from the Board with automatic acceptance of such resignation by the Board of Directors. A vacancy on the Architectural Review Board caused by the removal or resignation of a member may be filled by a qualified member by the Board of Directors, said individual serving the remainder of the term of the predecessor member. No member of the Architectural Review Board shall receive any compensation for acting as such (unless otherwise agreed by the consent of vote of a majority of the voting interest in the Association), but a member may be reimbursed for actual out-of-pocket expenses incurred by him/her in the proper performance of his/her duties.

Section 2. DUTIES.

It shall be the duty of the Architectural Review Board to regulate the external design, appearance, location and maintenance of the Properties and of the improvements thereon and to regulate such uses of property, as described in the Declaration.

Section 3. Procedures.

The Architectural Review Board shall formulate general guidelines and procedures and submit them for confirmation to the Board of Directors. Such guidelines and procedures shall be considered adopted policy of the Association unless rejected by a two-thirds (2/3) vote of the Board of Directors within thirty days of the date of submittal. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the ARB shall act in accordance with such guidelines and procedures.

ARTICLE XV

AMENDMENT

Section 1. These Bylaws may be amended;

(1) By a vote of two-thirds of the directors at any meeting of the directors duly called for that purpose, providing notice of the meeting and the proposed amendments has been given to the Members at least 15 days prior to the meeting, or

(2) At the annual meeting of the Members, by a vote of a majority of the votes of the Members who are voting in person or by proxy.

As long as there is a Class C membership, upon adoption any amendment must be submitted for approval to the Class C Member. In the event approval or disapproval is not conveyed in writing to the Association within thirty (30) days of submission, approval will be deemed granted.

Section 2.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.