

**BARR, UNGER
& MCINTOSH**
ATTORNEYS AT LAW

October 21, 2014

Capers G. Barr, IV
Direct Dial: 843-377-1231
Email: cbarr@barrungermcintosh.com

Creek Watch Villas Owners Association, Inc.
c/o Ravenel Associates
Attn: Kristin Mizzell
960 Morrison Drive, Suite 100
Charleston, SC 29403

**RE: *Amended and Restated Covenants of Creek Watch Villas and Bylaws of
Creek Watch Villas Owners Association***

Dear Kristin:

Enclosed please find the Amended and Restated Covenants of Creek Watch Villas and Bylaws of Creek Watch Villas Owners Association which was recorded September 18, 2014 in the RMC Office for Charleston County in Book 0429 at Page 861.

Sincerely yours,



Capers G. Barr, IV

Enclosure (as stated)
CGBiv:seg

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) AMENDED AND RESTATED
) COVENANTS OF
) CREEK WATCH VILLAS
) AND BYLAWS OF CREEK
) WATCH VILLAS OWNERS
) ASSOCIATION



BP0429861

#PGS:
14

This instrument is made and executed on the date hereinafter set forth by the President and Secretary of the Creek Watch Villas Owners Association, Inc. (hereinafter the "Association").

WHEREAS, the initial Declaration and Covenants of Creek Watch Villas was recorded in Book B126, Page 267 on July 22, 1981, as amended, restated and superseded by the Amended Declaration and Covenants of Creek Watch Villas, recorded in Book Z130, Page 092 in the RMC Office for Charleston County, South Carolina on March 17, 1983; as amended by instruments recorded in Book E133, Page 408; Book C149, Page 767; Book R180, Page 013; Book O206, Page 742; Book D206, Page 740 and re-recorded in Book S268, Page 692; Book X223, Page 786; Book Y289, Page 227; and Book Y486, Page 582 (hereinafter collectively the "Covenants"); and

WHEREAS, Paragraph 9 of the Covenants and Article XII of the Bylaws recorded therewith, provide in pertinent part that the Covenants and Bylaws may be amended by the affirmative vote of three-fourths (3/4) of the members at a duly called meeting; and

WHEREAS, Creek Watch Villas Owners Association is desirous of clarifying and combining the Covenants into one restatement; and

WHEREAS, at a duly called meeting of the members held August 17, 2013, amendments were approved by the affirmative vote of three-fourths (3/4) of the members, and said amendments are incorporated herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT Creek Watch Villas Owners Association, Inc., being the Owner of certain parcels of land at Seabrook Island, Charleston County, South Carolina, previously owned by EWING HUNGIVILLE, A GENERAL PARTNERSHIP, which parcels of land are more fully represented and delineated on Plats of the same made by E.M. Seabrook, Jr., Inc. dated June 18, 1981 and December 23, 1982 and recorded in the RMC Office for Charleston County in Plat Book AT, page 96 and Plat Book AW, Page 117, hereby certifies that this instrument accurately represents the Amended and Restated Covenants and Bylaws duly approved by the Owners in accordance with the provisions of Paragraph 9 of the Covenants and Article XII of the By-Laws recorded therewith, so that the Amended and Restated Declaration of Covenants for Creek Watch Villas and Bylaws of Creek Watch Villas Owners Association, Inc. are as follows:

1. DEFINITIONS:

"Company" shall refer to EWING - HUNGIVILLE, A GENERAL PARTNERSHIP, its successors and assigns.

"Association" shall refer to CREEK WATCH VILLAS Owners Association, Inc., a South Carolina non-profit Corporation, its successors and assigns.

"Common Properties" shall mean and refer to that portion of the hereinabove referenced property together with any improvements thereon, located outside of the units or lots designated on said above referenced plats by the number 1201 through 1248 specifically including the tract 0.435 acres (Creek Watch Trace), 0.418 acres, 0.252 acres, and 0.618 acres, all as shown in Plat Book AT, Page 96 and the 2.66 acre tract shown in Plat Book AW, Page 117 together with all additional right, title and interest acquired by the Company in that certain deed dated February 11, 1981 and recorded February 12, 1981 in Book R124, Page 225 in the RMC Office of Charleston County. All Common Properties are to be maintained by, devoted to and intended for the common use and enjoyment of the Owners of the lots shown on said Plats.

"Owner" shall refer to the record owner, whether one or more legal persons, of the fee simple title to any lot.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION: The Company and every record Owner of any lot which is subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned and when more than one person or entity owns such interest in any lot, all such persons or entities shall be members and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

3. PROPERTY RIGHTS IN THE COMMON PROPERTIES: Subject to the provisions of these Restated Covenants and the Rules and Regulations of the Association, every Owner shall have a right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every lot. Such right and easement of use and enjoyment shall include, but not be limited to, the following: (a) nonexclusive vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions of the Common Properties, as are intended and/or provided for pedestrian and vehicular traffic; (b) nonexclusive right to use and enjoy the swimming pool and any related facilities constructed in the Common Properties.

The Company may retain legal title to the Common Properties until such time as it has completed improvements thereon, in each respective phase, and until such time as, in the opinion of the Company, the Association is able to maintain the same, but notwithstanding any provision herein, the Company hereby covenants that it shall convey the Common Properties applicable to each respective phase to the Association within three hundred sixty-five (365) days from the date the last unit within each respective phase is conveyed. Notwithstanding the foregoing, the rights and obligations set forth herein for the benefit of the Owners shall be covenants running with the Common Properties as of the date hereof.

The Owners' rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of each lot owner to have access to such owner's lot by an easement and appurtenant thereto for ingress, egress over and upon the common properties;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the common properties against fore-closure; and
- (c) The right of each lot owner to have an easement appurtenant for utilities to such lot over and upon the common properties;
- (d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver of discharge of the member's obligation to pay the assessment; and the right of the Company or Association to dedicate or transfer to any public or private utility, utility easements, provided for herein, or otherwise, on any part of the Common Properties; and
- (e) The right of the Company to the unlimited and unrestricted usage of Creek Watch Trace and the Common Properties for purposes of ingress and egress.

4. MAINTENANCE ASSESSMENTS: Each owner of any lot shall by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, agrees to all of the terms and provisions of these Covenants, and to pay to the Association: (i) an interim management fee in the sum of Twelve (\$12.00) Dollars per month; (ii) working capital for the Association; (iii) Maintenance assessments; (iv) special assessments established and collected for hereunder, whether maintenance assessments or special assessments, together with such interest thereon and costs of collections therefore, shall be a charge and continuing lien on the lots against which each such assessment is made. Each such assessment shall also be the personal obligation of the person(s) or entity who was the Owner of such lot at the time when the assessment fell due. In the case of co-ownership of a lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessments.

The assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the Common Properties, including recreational facilities, and including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, material, management,

and supervision thereof; for the cost of providing Common Services under Section 12 hereof; and for the operation and running of the Association.¹

From the date of the first conveyance of title by the Company to an Owner of a lot shown on said Plat(s) until the date of the first Association meeting, the Company or its designee, shall serve as the Interim Management Agent with the responsibility for coordinating all normal management services of the Associations. During such period, the Interim Management Agent, or its designee, shall receive a monthly management fee from each owner of Twelve (\$12.00) Dollars, plus a special assessment payable monthly in the sum of Forty (\$40.00) Dollars for site lighting electricity, pest control, and landscaping.

Upon selection by the Association of a Regular Management Agent and the adoption of the annual association budget by the Board of Directors of the Association, any excess of interim assessments over total, actual operating expenses shall be deposited by the Company to the account of the Association. The Interim Management Agent shall provide to the Regular Management Agent an accounting of operating revenues and expenses. After adoption of the annual budget, the Company shall be subject to regular assessments for any lots with completed improvements built thereon and still owned by it.

Upon the sale of each Creek Watch Villas, the purchaser shall pay to the Association the sum of \$600.00, to be placed in an Association reserve account for capital expenses of the Association and Common Properties.²

The Board of Directors of the Association shall have the right and power to fix the assessments for each of the lots. Commencing six months from the date of the first conveyance of a lot by the Company to an owner, and on the same day of each year thereafter, each lot owner shall pay to the Association, in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association for the purpose stated herein. The assessment shall be delinquent when not paid within thirty days after becoming due. Nothing herein shall prohibit the imposition of a monthly, quarterly or semi-annual assessment in the place of the annual assessment herein contemplated, if so desired by the Board of Directors.

The assessments may be increased, adjusted or reduced from year to year by the Board of Directors of the Association, as the needs of the common property, in its judgment, may require, and each lot shall be subject to the same assessment.

5. MAINTENANCE FUND: The assessments collected by the Association shall be used to create a Maintenance Fund for the following: lighting, pest control, landscaping, improving and maintaining streets, and parking areas comprising portions of the Common Properties; for maintaining and improving amenities and recreational facilities located on the common properties of the Association; for cutting, pruning, and maintaining shrubbery, trees and grass in

¹ As amended by instrument recorded December 27, 1988 in Book R180, Page 013 of the Charleston County RMC Office.

² As amended by instrument recorded February 22, 1993 in Book X223, page 786 and further amended and superseded by instrument recorded March 11, 2004 in Book Y486, 582.

the Common Areas; for the payment of taxes on the common properties; to cover the expense of restaining and repainting the structures located on the lots; and for doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate health and fire hazards, which in the opinion of the Board of Directors may be of general benefit to the owners of the lot.³

6. The Company and/or the Association shall have the right to negotiate for and enter into an agreement providing for the joint use of a swimming pool with a neighboring development which agreement shall provide for the sharing of construction and maintenance costs and shall be binding upon the Association.

7. The lots shall be subject to the Protective Covenants of Seabrook Island dated April 22, 1974, and recorded in the R. M. C. Office for Charleston County in Book M-105, Page 194, as amended by Modification dated October 29, 1976, and recorded in the R.M.C. Office aforesaid in Book Y-110, at Page 145. Also, the lots are subject to the By-Laws of Seabrook Island Property Owners Association, recorded in Book S-109, at Page 2, R.M.C. Office for Charleston County.

8. EXTERIOR APPEARANCE OF DWELLINGS: No change shall be made to the exterior appearance of any dwelling which shall include the erection of any exterior window covering, awnings, or shutters, which can be seen from the outside of the dwelling, without the express approval of Seabrook Island Company under paragraph 6 of the Protective Covenants dated April 22, 1974, and recorded in the R. M. C. Office for Charleston County in Book M-105, at Page 94.

9. DURATION AND AMENDMENT: These Amended and Restated Covenants shall run with and bind the land and shall ensure to the benefit of and be enforceable by the Association, the Company or the Owner of any lot subject hereto for a term of twenty years from the date of the recordation of this instrument, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless three-fourths of the then Owner's vote to terminate these Covenants at a duly called meeting of the Association. The Covenants may be amended at any time upon the affirmative vote of three-fourths (3/4) of the Owners at a duly called meeting of the Association.

10. SEVERABILITY: Should any covenant herein contained, paragraph, sentence, clause, phrase or term of this instrument, be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any competent court having jurisdiction, the same shall be declared to be severable and the provisions hereof not affected shall remain in full force and effect.

11. This Amended and Restated Declaration of Covenants of Creek Watch Villas and Bylaws for Creek Watch Villas Owners Association supersede and replace the Amended Declaration and Covenants of Creek Watch Villas previously recorded March 17, 1983 in Book Z130, Page 092 of the Charleston County RMC Office and the amendments thereto recorded in Book E133, Page

³ As amended by instrument recorded December 27, 1988 in Book R180, Page 013 of the Charleston County RMC Office.

408; Book C149, Page 767; Book R180, Page 013; Book O206, Page 742, Book D206, Page 740 and re-recorded in Book S268, Page 692; Book X223, Page 786; Book Y289, Page 227; and Book Y486, Page 582.⁴

12. COMMON SERVICES: Unless the Board of Directors of the Association votes otherwise, the Association shall provide to the Owners, and the structures built on the lots, the service of periodically restaining and repainting the exterior of the structures at such times as the Board of Directors, in their discretion, deem advisable. A majority of the Membership at a meeting of the Membership may vote to provide additional common services which help to maintain and preserve the attractive appearance of Creek Watch Villas, or which can be provided by the Association with greater convenience or efficiency than by the Owners; provided, however, that the call for notice of such meeting sets forth any such proposal. Each owner grants the Association, its agents, employees and designees the right of access to, over, and about the owner's lot and structure for the providing of any common services which are allowed hereunder.⁵

IN WITNESS WHEREOF, the undersigned duly authorized officers have set their hands and seals this 6 day of September, 2014

Creek Watch Villas Owners Association, Inc.

Karen Martin

Witness 1

Kristin Muzgel

Witness 2

By: [Signature]
Its: President

Karen Martin

Witness 1

Kristin Muzgel

Witness 2

By: [Signature]
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 6 day of September, 2014 by Creek Watch Villas Owners Association, Inc. by Roger Long, its President and by Donna Whinnery, its Secretary.

Maria H. Muzgel
Notary Public for South Carolina
My Commission Expires: 2-15-2017

⁴ Added by instrument recorded March 17, 1983 in Book Z130, Page 092 of the Charleston County RMC Office and further amended herein.

⁵ Added by instrument recorded December 27, 1988 in Book R180, Page 013 of the Charleston County RMC Office.

**BY-LAWS OF CREEK WATCH VILLAS OWNERS ASSOCIATION
A SOUTH CAROLINA NONPROFIT ORGANIZATION.**

**ARTICLE I
NAME, LOCATION AND PURPOSE**

Section 1. The name of this corporation shall be CREEK WATCH VILLAS Owners Association.

Section 2. Its principal office shall be located at Seabrook Island, Charleston County, South Carolina.

Section 3. The object, purpose and business which this corporation proposes to do shall be to own, acquire, build, operate and maintain open spaces, streets and certain other common facilities incident to its ownership of the Common Properties located at the CREEK WATCH VILLAS, Seabrook Island, Charleston County, South Carolina.

- (a) To fix assessments or charges to be levied against the lots in the CREEK WATCH VILLAS.
- (b) Enforce any and all covenants, restrictions and agreements applicable to the lots.
- (c) Pay taxes, if any, on the Common Property and facilities at the CREEK WATCH VILLAS, Seabrook Island, Charleston County, South Carolina.

**ARTICLE II
SEAL**

The Corporation shall have a seal bearing the words "seal" in the center, and having the words "CREEK WATCH VILLAS" encircling the edge.

**ARTICLE III
OFFICERS**

Section 1. The Executive Officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The First President shall hold office for two (2) years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors, hereinafter sometimes referred to as the Board. They shall take office immediately after election. The officers of the corporation the first year need not be members of CREEK WATCH VILLAS Owners Association. Thereafter, all officers shall be members of the corporation.

Section 2. Subject to the direction of the Board of Directors, the President shall be chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex-officio a member of all committees.

Section 3. The Vice President shall have the power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of members' meetings and books provided for that purpose; he shall have the custody of the corporate seal and such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation, and shall perform all duties incident to the office of Treasurer, subject to control of the Board of Directors and the President. If required by the Board, he shall give a bond for faithful discharge of his duties in such sum as the Board may require.

Section 6. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE IV BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consist of five Directors who shall initially be elected to serve staggered terms, two (2) for three (3) years, two (2) for two (2) years, and one (1) for one (1) year, and they shall serve until their successors shall be elected and qualified. Thereafter, each director shall be elected for a term of three (3) years.⁶

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors and any such appointed Director shall hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Section 3. The Board shall meet for the transaction of business at such place as may be designated from time to time. Special meetings of the Board may be called by the President or two members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each Board member before the time appointed for such meeting.

Section 4. The Directors shall act only as a Board and the individual Directors shall have no power as such. A majority of the Directors in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same, from time to time, without notice until a quorum be at hand. The act or a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors.

⁶ As amended by instrument recorded October 3, 1983 in Book E133, Page 408 of the Charleston County RMC Office.

Section 5. The Board of Directors, after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property and shall submit also an account of the financial transactions of the past year.

Section 6. A conflict of interest exists when a Board member has self-interest in a transaction that might prevent the member from making a decision with the Association's best interest in mind. When a potential conflict of interest arises, the Board member involved shall disclose the conflict to the Board, shall recuse himself from the discussion and vote involving a conflict of interest, and shall not be present during the vote. A quorum is present when a majority of Board members without a conflict of interest in the transaction vote to authorize it.⁷

ARTICLE V MEETINGS OF MEMBERS

Section 1. There shall be an Annual Meeting of the members of the corporation at such place and at such time as may be designated by the Board of Directors. Notice of the date of the annual meeting shall be sent by email and mail to the last known addresses of all members at least 90 days, but not more than 365 days prior to the meeting. Proposed agenda items should be submitted by email or mail to the President of the Board and to the Property Manager no later than 30 days before the date of the annual meeting. The President of the Board and the Property Manager shall construct the agenda in consultation with other Board members. Notice of the time, place, and the topics to be discussed shall be sent by email and mail to the last known addresses of all members no later than 14 days prior to the meeting.⁸

Section 2. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five memberships. Notice of each special meeting, stating the time, place, and in general terms, the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least ten (10) days prior to the meeting.

Section 3. At any meeting of the members, a quorum shall consist of members owning a majority of the villas in the Association, present either in person or by general proxy assigned to a member who will be present. Each villa is assigned a single vote. A majority of such quorum shall decide any non-election question that may come before the meeting except for approval of changes in the Covenants and Bylaws. Election of Board members will be by secret written ballot (envelope within an envelope) or by limited proxy assigned to a member who will be present.⁹

ARTICLE VI MEMBERSHIPS AND VOTING RIGHTS

Every legal person or entity who is the record Owner of the fee simple title to any lot in CREEK WATCH VILLAS, Seabrook Island, Charleston County, South Carolina, which is

⁷ As amended by the Owners at a duly called meeting on August 17, 2013.

⁸ As amended by the Owners at a duly called meeting on August 17, 2013.

⁹ As amended by the Owners at a duly called meeting on August 17, 2013.

subject to assessment by the Association shall be a member of the Association. Members shall be entitled to one vote for each lot owned, and when more than one person or entity own such interest in any lot, all such persons or entities shall be members and vote for such lots shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE VII

Every lot shown on the plats of the CREEK WATCH VILLAS, Seabrook Island, Charleston County, South Carolina, recorded in Plat Book AT, Page 96 and Book AW, Page 117 in the R.M.C. Office for Charleston County and each lot to which the provisions hereof are made applicable by reference in a Deed or written instrument shall be subject to the maintenance assessments, interim management fee, working capital payment, and special assessments as provided for in the Amended and Restated Declaration of Covenants of CREEK WATCH VILLAS, recorded simultaneously herewith.

ARTICLE VIII

The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the quest of any member, visitor, or other person while on the Common Properties of CREEK WATCH VILLAS.

ARTICLE IX¹⁰

The Board of Directors shall have the right to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published Rules and Regulations of the Association, it being understood that any suspension for either nonpayment of any assessment or breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment due.

Any assessment which remains unpaid for thirty (30) days after billing will be past due and the Board of Directors may at their discretion impose a late charge or charges which may continue to accrue until such past due amounts together with all late charges so imposed, shall be paid in full.

The Association shall have a lien on each of the Creek Watch Villas to secure the payment of the assessments. The Board of Directors may file notice of such lien upon the assessment becoming ninety (90) days delinquent. This lien shall in no way affect the personal liability and responsibility of the individual record owners to pay the assessments. The lien provided for herein shall be subordinate to any bona fide mortgage for value covering the property.

¹⁰ As Amended by instrument recorded October 24, 1985 in Book C149, Page 767 of the Charleston County RMC Office.

ARTICLE X
NOTICE

Section 1. Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice but such notice may be given in writing by depositing the same in a post office in Charleston County, South Carolina, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the corporation, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2. Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE XI
CONTRACTS AND OWNERSHIP OF PROPERTY

Section 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of the Corporation, and such authority may be general or confined to specific instances.

Section 2. All instruments in writing affecting any real estate which may be owned by the Corporation, shall be executed and acknowledged in the name of the corporation by the President and attested by the Secretary, with the corporate seal affixed thereto.

ARTICLE XII
AMENDMENT OF BY-LAWS

These By-Laws may be amended, at a regular or special meeting of the members, by three-fourths of the vote at a duly called meeting of the membership.

ARTICLE XIII¹¹

Upon the sale of each Creek Watch Villa, the purchaser shall pay to the Association the sum of \$600.00, to be placed in an Association reserve account for the replacement of the Association's Common Property.

¹¹ Added by instrument recorded October 24, 1985 in Book C149, Page 767 of the Charleston County RMC office and further amended by instrument recorded September 24, 1991 in Book O206, Page 742 of the Charleston County RMC Office. The \$600 fee was approved by the Owners and added to Section 4 of the Covenants by instrument recorded in Book Y486, Page 582 but the Bylaws were not changed at that same time. This provision is now being changed to ensure consistency between the provisions of the Covenants and Bylaws.

ARTICLE XIV¹²
INDEMNIFICATION

The corporation may indemnify any person made a party to an action by or in the right of the corporation to procure a judgment in its favor by reason of his being or having been a director or officer of the corporation, against the reasonable expenses including attorney's fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, except in relation to such matters as to which such director or officer is adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the corporation.

ARTICLE XV

These Bylaws shall supersede and replace the Bylaws and all amendments thereto previously recorded in the RMC Office for Charleston County.

¹² Added by instrument recorded originally recorded September 6, 1991 in Book D206, Page 740 of the Charleston County RMC Office and re-recorded May 3, 1996 in Book S268, Page 692 to correct the Article Number referenced in the amendment.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

I, Donna Whinnery, Secretary of Creek Watch Villas Owners Association, a South Carolina Nonprofit Corporation, do hereby certify that the within Bylaws are the legal Bylaws of Creek Watch Villas Owners Association, a South Carolina Nonprofit Corporation.

WITNESS my Hand and Seal this 6 day of Sept, 2013⁴

Jack Guedalia
Witness 1

By: Donna Whinnery
Its: Secretary
Creek Watch Villas Owners Association

Kristin Mizell
Witness 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Jack Guedalia (Witness 1) and made oath that he/she saw the within named Secretary of Creek Watch Villas Owners Association, a South Carolina Nonprofit Corporation, sign the within Certification, and that with Kristin Mizell (Witness 2) witnessed the execution.

Jack Guedalia
Signature of Witness 1

SWORN to before me this 6th
Day of Sept, 2013⁴

Maria H. Mizell
Notary Public for South Carolina
My Commission Expires: 2-15-2017

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

BARR UNGER & MCINTOSH, L.L.C.

P.O. BOX 1037
CHARLESTON SC 29402 (BOX)

| RECORDED | | |
|--|--------------------|----------------|
| Date: | September 18, 2014 | |
| Time: | 9:35:34 AM | |
| <u>Book</u> | <u>Page</u> | <u>DocType</u> |
| 0429 | 861 | Misc/Amend |
| Charlie Lybrand, Register Charleston County, SC | | |

MAKER:

CREEK WATCH VILLAS ETC

RECIPIENT:

N/A

Original Book:

B126

Original Page:

267

of Pages: 14
of Sats: # of References:

Note:

| | |
|----------------------|-----------------|
| Recording Fee | \$ 10.00 |
| Extra Reference Cost | \$ - |
| Extra Pages | \$ 9.00 |
| Postage | \$ - |
| Chattel | \$ - |
| TOTAL | \$ 19.00 |

DRAWER Drawer 2
CLERK JBA



0429
Book



861
Page



09/18/2014
Recorded Date



14
Pgs



B126
Original Book



267
Original Page



D
Doc Type



09:35:34
Recorded Time