

EXHIBIT B
BYLAWS
OF
COURT VIEW
TOWNHOME OWNERS ASSOCIATION, INC.

as of February 23, 2018

BINDING ARBITRATION

This is the First page of the Bylaws for Court View Homeowners' Association, Inc. Pursuant to South Carolina Code '15-48-10 *et. seq.*, 1976, as amended, these Bylaws are subject to the following:

THESE BYLAWS ARE SUBJECT TO ARBITRATION UNDER ARTICLE 13 HEREIN.
THESE BYLAWS ARE BINDING ON ALL MEMBERS OF THE ASSOCIATION,
INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS IN THE
HOMEOWNERS ASSOCIATION.

In the event other pages, including but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Bylaws for all legal purposes.

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BYLAWS
OF
COURT VIEW HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

Section 1.1. Name. The name of the corporation is COURT VIEW TOWNHOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2. Location. The principal office of the Association shall be located in Greenville County, South Carolina.

Section 1.3. Registered Agent. The registered agent for the Association shall be the Secretary as from time to time elected, unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in Greenville County, South Carolina and may be, but need not be, identical with the principal office.

Section 1.4. Purpose. The purpose for which the Association is organized is to: (i) provide maintenance services to the Owners; (ii) manage and maintain the Common Area within the Subdivision; and (iii) administer and enforce all covenants, conditions and restrictions applicable to the Property known as Court View Townhomes located in Greenville County, South Carolina, as identified with the Declaration of Covenants, Conditions and Restrictions for Court View Townhomes, and as adopted for any subsequent phases, all of which are incorporated herein by reference (the "Declarations") and to engage in other activities allowed by law which are necessary for the Association to carry out its rights, duties and responsibilities set forth in the Declaration.

ARTICLE 2
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in the Declarations as duly recorded in the Office of the Register of Deeds for Greenville County, South Carolina, as the same may be supplemented and amended from time to time.

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.1. Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to: (1) Court View Development, LLC (the "Declarant") as long as it holds title to any Lot, (2) any builder to whom Declarant may allow to construct a

home for sale (an "Approved Builder") and, (3) other subsequent Owners of the remaining property sold to by the Declarant.

Section 3.2. Annual Meetings. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one year from the date of incorporation of the Association or during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members shall be held on such date and time as determined by the Board of Directors.

Section 3.3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote and represent at least fifty percent (50%) of the Total Association Vote.

Section 3.4. Place of Meetings. All meetings of the Members shall be held at such place, within Greenville County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 3.5. Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice by first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6. Membership List. An alphabetical list of the names of all Members who are entitled to vote and their addresses shall be prepared by the Secretary and shall be available for inspection by any Member beginning on the next business day after notice of any meeting is given and continuing through the meeting, at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. This list shall also be available at the meeting for inspection by any Member.

Section 3.7. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. Other than the voting rights of the Class B Member and subject to the limitations set forth in Article V of the Declaration, each Lot shall entitle the Owners of said Lot to one (1) vote. Where more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot. No fractional votes shall be allowed.

Section 3.8. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty five percent (25%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.9. Voting Rights. The Association shall initially have two classes of voting membership, Class A and Class B, as outlined and defined in Article V of the Declaration of Covenants, Conditions and Restrictions for Court View Townhomes, and as adopted for all subsequent phases, which Article is incorporated herein by reference.

Section 3.10. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing dated within eleven months prior to the Meeting and filed with the Secretary. Every proxy shall be revocable by: (i) appearing at the Meeting and voting in person; (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting; or (iii) conveyance by the Member of his Lot.

Section 3.11. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (b) of all Lots represented at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.12. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if: (i) a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by Section 33-31-708 of the Code of Laws of South Carolina (1976), as amended.

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ARTICLE 4
BOARD OF DIRECTORS

Section 4.1. Number. The business and affairs of the Association shall initially be managed by the Declarant. At the first annual meeting of the Members, a Board of not more than five (5) directors shall be elected as described in Sections 4.3 and 4.4 herein below.

Section 4.2. Initial Directors. The initial director(s) shall be the Declarant, and/or Declarant's appointees and may include an Approved Builder. Such initial director(s) shall serve until such time as Declarant relinquishes this responsibility. The rules of operating the Association as stated herein start when Declarant relinquishes this responsibility.

The initial Board of Directors from the date upon which the Declaration is recorded in Greenville County shall be comprised of one (1) member, the Declarant and as of the date of recordation of these By-Laws the Declarants representative on the Board of Directors is Michael S. Thomas, its Manager.

Section 4.3. Nomination. At such time as the Class A Membership takes control of the Association, as set forth in the Declaration, nomination for election to the Board of Directors shall be made by a Owner.

Section 4.4. Election. Directors shall be elected at the annual meeting of the Members by written or oral ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5. Term of Office. The term of directors elected by the Members shall expire at the next annual meeting of Members; provided, however, the directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity, or death.

Section 4.6. Removal. Other than the Declarant, or Declarant's appointees, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. The Board of Directors shall have the power, acting alone, to declare the office of the director vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

Section 4.7. Compensation. 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.

Section 4.8. Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors shall set the compensation of all employees and agents of the Association.

ARTICLE 5 MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board of Directors sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2. 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 5.3. Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for all and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

Section 5.4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5.6. Chairman. A Chairman of the Board of Directors shall be elected by the Owners and shall preside over all meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.7. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Members or to the Association for any mistake of judgment, negligence, or otherwise except for: (i) a breach of the directors duty of loyalty to the Association or Members; (ii) their own individual willful misconduct or bad faith; or (iii) for any transaction from which a director derived an improper personal benefit. The Members shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Member(s).

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing maintenance and the use of the Common Area;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) employ agents, independent contractors, or such other employees as they deem necessary, and prescribe their duties;
- (e) employ attorneys and accountants to advise, serve and represent the Association when deemed necessary;
- (f) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;
- (g) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(h) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(i) enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(j) levy assessments as more particularly set forth in the Declaration.

Section 6.2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

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

(c) as more fully provided in the Declaration:

(1) fix the amount of the assessments;

(2) send written notice of each assessment to every Owner subject thereto before its due date; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);

(e) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

- (g) cause the Common Areas to be maintained.

ARTICLE 7
OFFICERS AND THEIR DUTIES

Section 7.1. Officers. The officers of the Association shall be a President, Secretary and Treasurer and shall at all times be members of the Board of Directors.

Section 7.2. Election of Officers. The election of officers shall take place at the first annual meeting of the association and each annual meeting thereafter.

Section 7.3. Term. Each officer of the Association shall be elected annually by the Owners and each shall hold office for one (1) year or until their death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5. Resignation, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of 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. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.7. Duties. The duties of the officers are as follows:

Chairman of the Board/President

(a) The Chairman of the Board/President shall be the same office and the principal executive officer of the Association, shall supervise and control the management of the Association. The President shall preside at all meetings; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(b) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(c) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE 8 COMMITTEES

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ARTICLE 9 BOOKS AND RECORDS

The books, records and papers of the Association shall at all reasonable times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10 ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments and Special Assessments, as defined in the Declaration. Any assessments (including but not limited to Special Individual Assessments) which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is lower, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Member personally obligated to pay the same and/or foreclose the lien on the Lot as more fully provided in the Declaration. The late charges, costs of collection and

reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property.

ARTICLE 11 AMENDMENTS

Section 11.1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of the Total Association Vote.

Notwithstanding anything in this Section 12.1 to the contrary, the Declarant may at its option amend these Bylaws without obtaining the consent or approval of any other person or entity if such amendment is necessary to cause these Bylaws to comply with the requirements of the FHA, VA, Federal National Mortgage Association or similar agency.

The U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Subdivision or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then insuring any Mortgages in the Subdivision or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these Bylaws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

Section 11.2. 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.

ARTICLE 12 ARBITRATION.

ALL MEMBERS OF THE ASSOCIATION AGREE THAT ANY DISPUTE ARISING BY AND BETWEEN THE MEMBERS, ANY DISPUTE ARISING BETWEEN THE MEMBERS AND THE ASSOCIATION, OR ANY DISPUTE ARISING BETWEEN THE ASSOCIATION OR THE MEMBERS AND THE DECLARANT SHALL BE RESOLVED THROUGH ARBITRATION PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES AGREE THAT JURISDICTION AND VENUE FOR ANY DISPUTE RESOLUTION HEREUNDER SHALL BE GREENVILLE COUNTY, SOUTH CAROLINA.

ARTICLE 13 MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first 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 14
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, including the Declarant, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification: (i) under any policy of insurance purchased and maintained on his behalf by the Association; or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 15, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

BYLAWS ADOPTED THIS 23rd DAY FEBRUARY, 2018.

By, COURT VIEW HOME OWNERS' ASSOCIATION, INC., as Incorporator,

By, Court View Development, LLC, as Declarant

By: _____
Michael S. Thomas, its Manager