

Bylaws
Golf Club at Briar's Creek POA Inc.

SIMONS & DEAN

ATTORNEYS AT LAW

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Keating L. Simons, III klsimons@simonsanddean.com

Derek F. Dean dfdean@simonsanddean.com

I. Sonja Taylor istaylor@simonsanddean.com

February 8, 2021

Mr. Joe Bunting
Sentry Management, Inc.
4401 Leeds Avenue, Suite 120
North Charleston, SC 29405

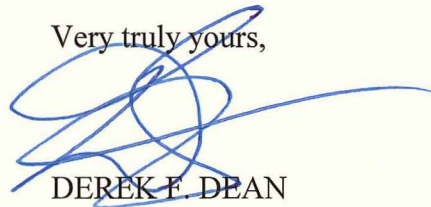
Re: *The Golf Club at Briar's Creek Property Owners Association, Inc.*

Dear Joe:

Enclosed is a copy of the recorded Amended and Restated Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. Please distribute a copy thereof to the membership in accordance with the provisions of the SC HOA Act.

With kind regards, I am

Very truly yours,



DEREK F. DEAN

DFD/
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)



#PGS:
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**AMENDED AND RESTATED BYLAWS OF
THE GOLF CLUB AT BRIAR'S CREEK PROPERTY OWNERS ASSOCIATION, INC.**

KNOW BY ALL THESE PRESENTS, these are the Amended and Restated Bylaws for The Golf Club at Briar's Creek ("Amended and Restated Bylaws").

WITNESSETH

WHEREAS, The Golf Club at Briar's Creek Property Owners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Club and single-family residential community known as The Golf Club at Briar's Creek ("Community") as provided for in the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek ("Declaration") and the Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. ("Bylaws"), recorded in Book E358 at Page 249 on November 6, 2000, with the Charleston County Register of Deeds, and as each may be amended, (collectively, as amended and supplemented, the "Governing Documents"), and further, is charged with the duty and responsibility of exercising the rights of the Association as set forth in the Governing Documents.

WHEREAS, the Declaration was supplemented and amended by the First Supplement to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book L399 at Page 336 on March 8, 2002, with the Charleston County Register of Deeds; the First Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book 0526 at Page 644 on December 31, 2015, with the Charleston County Register of Deeds; and the Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book 0606 at Page 729 on December 29, 2016, with the Charleston County Register of Deeds. The Declaration was further amended and the Bylaws were amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and First Amendment to Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. recorded in Book 0687 at Page 600 on December 20, 2017 and that Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and Second Amendment to the Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. recorded February 5, 2020 in Book 0858, at Page 045, with the Charleston County Register of Deeds. The Declaration and foregoing amendments may be from time to time herein collectively referred to as "Declaration", the Bylaws and foregoing amendment may be from time to time herein collectively referred to as "Bylaws", and the Declaration, Bylaws and all promulgated rules, regulations, guidelines and policies may be from time to time herein collectively referred to as the "Governing Documents".

WHEREAS, the Association has determined that changes to the Bylaws are in the best interests of the Association, the Community and the Members, and that an amendment to and restatement of the Bylaws is needed to achieve the same.

WHEREAS, Article XVIII of the Bylaws states that the Bylaws “may be amended or repealed and new Bylaws adopted by the Directors by a two-thirds (2/3) vote of the Members present, in person or by proxy, and entitled to vote....”

WHEREAS, at a duly called regular or special meeting of the members of the Association held December 8, 2020, the Amended and Restated Bylaws, a copy of which are attached hereto as Exhibit A and incorporated herein by reference, was put to a vote of the Members. Such Amended and Restated Bylaws were approved by the requisite number of Members and certified by the President of the Association as set forth in Exhibit B, attached hereto and incorporated herein by reference, and the results of the vote have been duly certified by the Association.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Association hereby approves and adopts the Amended and Restated Bylaws for The Golf Club at Briar’s Creek a copy of which are attached hereto as Exhibit A and incorporated herein by reference, as follows:

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, as each may be amended, unless the context shall clearly suggest or imply otherwise.
3. The Association has hereby approved and adopted the Amended and Restated Bylaws, a copy of which are attached hereto as Exhibit A and incorporated herein by reference, and which shall replace and supersede in their entirety the prior Bylaws.
4. This Amendment shall be effective upon recording.

Signatures on next page.

IN WITNESS WHEREOF, the Association has approved and executed these Amended and Restated Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. this 14th day of December, 2020.

WITNESSES:

**THE GOLF CLUB AT BRIAR'S CREEK
PROPERTY OWNERS ASSOCIATION,
INC.**

[Signature]
Witness #1

[Signature]
By: Robert J. Licato
Its: President

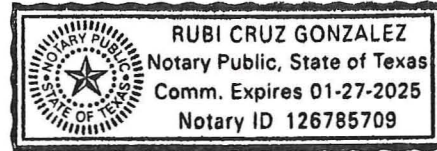
[Signature]
Witness #2

~~STATE OF SOUTH CAROLINA~~)
Texas)
~~COUNTY OF CHARLESTON~~)
Harris)

ACKNOWLEDGEMENT

I, the undersigned, do hereby certify that Robert J. Licato, President of The Golf Club at Briar's Creek Property Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of such entity.

SWORN and subscribed to before me this 14 day of December, 2020.



[Signature]

Notary Public for ~~South Carolina~~ Texas
Printed Name of Notary: Rubi Cruz Gonzalez
My Commission Expires: 27 January 2025

Section 2. Suspension of Rights. The membership rights of any person whose interest in the Property is subject to Assessments under the Declaration whether or not he is personally obligated to pay such Assessments, may be suspended by action of the Directors during the period when the Assessments remain unpaid; but, upon payment of such Assessments, his rights and privileges will be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of any person thereon, as provided in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations as set forth therein.

ARTICLE V
VOTING RIGHTS

Voting rights in the Association will be as provided in Article 8, Section 8.2 of the Declaration.

ARTICLE VI
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON AREAS

Section 1. Use of Common Areas. Each Member will be entitled to the use and enjoyment of the Common Areas as provided in the Declaration.

Section 2. Delegation of Rights. Except as otherwise provided in the Declaration, any Member may delegate his rights of enjoyment in the Common Areas and, with respect to an Owner of a Lot or Recreational Amenities, to the members of his family who reside upon the Property or to any of his tenants or renters who lease or rent from him. Such Member will notify the Association in writing of the name of any such person or persons and of the relationship of the Member to such person or person. The rights and privileges of such person or persons are subject to suspension under Article IV hereof to the same extent as those of the Member.

ARTICLE VII
ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration including, without limitation, the following:

(a) to own, acquire, build, operate and maintain the Common Areas, including but not limited to Recreational Amenities, parking areas, buildings, structures and personal property incident thereto;

(b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Property and the Common Areas;

(c) to fix Assessments (or charges) to be levied against the Property in the subdivision;

(d) to enforce any and all covenants and restrictions and agreements applicable to the Property;

(e) to pay taxes and insurance, if any, on the Common Areas; and

(f) to own, lease and/or operate a Sewer Utility, as well as levy and issue assessments, fees, charges, etc. for the costs of its operation, maintenance, repair and replacement, and which Utility System shall serve the Property and its Owners, members, occupants, tenants, licensees, invitees and guests.

Section 2. Additions to Property and Membership. Additions to the Property may be made as provided in the Declaration. Such additions, when properly made under a Supplemental Declaration, will extend the jurisdiction, functions, duties and membership of the Association to such Property.

Section 3. Mergers and Consolidations. Subject to the provisions of the Declaration and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation will be approved upon the affirmative vote of Members present, in person or by proxy, entitled to vote and holding at least two-thirds (2/3) of the total votes in the Association.

Section 4. Mortgages: Other Indebtedness. The Association will have the power to mortgage the Common Areas as set forth in the Declaration or as otherwise allowed by law.

Section 5. Dedication of Property or Transfer of Function to Public Agency or Utility. The Association will have the power to dispose of its real property or dedicate the same only as authorized under the Declaration as otherwise allowed by law.

ARTICLE VIII BOARD OF DIRECTORS

Section 1. Board of Directors: Selection: Terms of Office. The affairs of the Association will be managed by a Board of Directors. At the first annual meeting of Members following the expiration or termination of the Declarant Control Period, the Members will elect five (5) Directors, one of whom must be the President. The Members will elect all Directors for a term of three (3) years. All candidates for Director and all Directors must be Members in good stAny Directors thereafter elected shall serve for a term of three (3) years. Notwithstanding the foregoing, in the event that the President is removed from such office pursuant to Article XII below, his term as a Director will expire upon the effective date of such removal.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors will be filled by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director will serve for the remaining term of his predecessor. In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors without excuse, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said Director to be vacant.

ARTICLE IX ELECTION OF DIRECTORS

Election to the Board of Directors will be as provided in Article VIII above. 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 applicable to the Property. The names receiving the largest number of votes will be elected.

ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors will have the power, without limitation:

- (a) to call special meetings of the Members;
 - (b) subject to Article XII herein, to appoint and remove at its 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. Nothing contained in these Bylaws will be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever;
 - (c) to establish, levy and assess, and collect the Assessments or charges;
 - (d) to adopt and publish rules and regulations governing the use of the Property, Common Areas and Recreational Amenities, and the personal conduct of the Members and their guests thereon;
 - (e) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the members in the Articles of Incorporation, these Bylaws or the Declaration;
 - (f) to fill vacancies on the Board of Directors pursuant to Article VIII above;
- and
- (g) to take such other action as provided in the Declaration or as authorized by law.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) to fix the amount of Assessments in accordance with the Declaration;
- (d) to prepare a roster of the Property and Assessments applicable thereto which will be kept in the Office of the Association and will be open to inspection by any Member;

(e) to send written notice of each Assessment to each Owner subject thereto;
and

(f) to issue upon demand by any Owner or mortgage lender a certificate setting forth whether any Assessment has been paid. Such certificate will be conclusive evidence of any Assessment therein stated to have been paid.

These duties may be delegated by the Board of Directors from time to time to any person or entity hired by the Association to manage or administer, in whole or in part, the Association.

Section 3. Resignation. A director of the Association may resign at any time by giving a written notice to the Board of Directors or the President of the Association. The resignation of any director will take effect upon delivery of the notice thereof or at such later time as specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 4. Removal. Except as otherwise provided in the Declaration and in Article VIII herein, any director may be removed, with or without cause, by a vote of the holders of a majority of the votes of the Members present, in person or by proxy, and entitled to vote at a special meeting of the Members called for that purpose.

ARTICLE XI DIRECTORS' MEETINGS

Section 1. Directors' Meetings. Meetings of the Board of Directors will be held at the discretion of the Board of Directors with notice given to each Member. Meetings of the Board shall be held at least quarterly in each calendar year.

Section 2. Notice. Three (3) days' written notice of such meeting will be given to each director.

Section 3. Special Meetings. Special meetings of the Board of Directors will be held when called by any officer of the Association or by any two (2) directors after not less than three (3) days' notice to each director.

Section 4. Waiver of Notice; Action Without a Meeting. A director may waive notice of a meeting of the Board before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the director entitled to the notice and filed with the minutes or corporate records. Attendance of a director at any meeting will constitute waiver of notice of such meeting, except where the director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting will be deemed ratified by a director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a director will be effective only if written objection to the holding

of the meeting or to any specific action so taken is filed with the Secretary of the Association within ten (10) days of said meeting or action.

Action taken without a meeting will be deemed the action of the Board of Directors if all directors execute, either before or after the action is taken, a written consent thereto and the consent is filed with the records of the Corporation.

Section 5. Board Quorum and Action. A majority of the Board of Directors will constitute a quorum thereof, and a majority of the Board of Directors shall decide any and all matters.

ARTICLE XII OFFICERS

Section 1. Association Officers. The officers will be a President, a Vice-President, a Secretary and a Treasurer. All officers shall be members of the Board of Directors.

Section 2. Election of Officers. All officers will hold office at the pleasure of the Board of Directors.

Section 3. President. The President will preside at all meetings of the Board of Directors, will see that orders and resolutions of the Board of Directors are carried out and will sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 4. Vice President. The Vice President will perform all the duties in the absence of the President.

Section 5. Secretary. The Secretary will be the official Secretary of the Board of Directors, will record the votes and keep the minutes of all proceedings in a book to be kept for such purpose. He will sign all certificates of membership. He will keep the record of the Association. He will record in a book kept for that purpose the names of all Members of the Association, together with their addresses as registered by such Members.

Section 6. Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors will not be necessary for disbursements made in the ordinary course of business. The Treasurer will sign all checks and notes of the Association, provided that such notes and checks will also be signed by the President or Vice President.

Section 7. Any such authority set forth in Sections 3-6 may be delegated to the Association's property manager with Board approval.

ARTICLE XIII LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No director or officer of the Association will be liable to any Owner for any decision, action or omission made or performed by such director or officer in the course of his duties unless such director or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. Indemnification. The Association will, to the full extent permitted by Sections 33-31-850 through 33-31-858 inclusive, Code of Laws of South Carolina 1976, as amended, indemnify all persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable, consistent with the indemnification provisions of 33-31-850 through 33-31-858 inclusive, Code of Laws of South Carolina 1976, as amended.

ARTICLE XIV MEETINGS OF MEMBERS

Section 1. Membership Annual Meeting. Meetings of the Members will be held at the Property in Charleston County, South Carolina, or at such other location within the State of South Carolina as the Board of Directors will determine, and will occur at least once a year. An annual meeting of the Members will be held on a day and time to be designated in the notice of the meeting.

Section 2. Membership Special Meetings. Special Meetings of the Members for any purpose may be called at any time by the President, Vice President, Secretary or Treasurer, or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of the total vote of the Members.

Section 3. Notice. Notice of any meetings will be given to the Members by the Secretary in accordance with the Declaration.

Section 4. Voting Requirements. Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by all Members in person or by proxy.

Section 5. Waiver of Notice. Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, will of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member will be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association within ten (10) day thereof.

Section 6. Quorum. The quorum required for any meeting of Members will be as set forth in Article 8, Section 8.6 of the Declaration.

ARTICLE XV PROXIES

Section 1. Voting by Proxy. Each Member entitled to vote may vote in person or by proxy at all meetings of the Association.

Section 2. Proxies. All of the provisions of this Section 2 are subject to Section 16.1.1 of the Declaration. To the extent that a provision set forth in this Section is inconsistent with Section 16.1.1 of the Declaration, the provisions of Section 16.1.1 of the Declaration will control. All proxies will be executed in writing by the Member or by his duly authorized attorney-in-fact and filed with the Secretary. Unless a proxy otherwise states, it will be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be revocable or irrevocable but will be deemed revocable at will unless otherwise specified therein. No proxy will extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date; and no proxy will be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any proxy will automatically cease upon sale by the Member of the Member's property.

ARTICLE XVI
INSURANCE

The Association shall obtain hazard insurance for its improvements, property and Common Areas and a broad form public liability policy covering all Common Areas and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration. The Association shall also obtain such other insurance as the Board of Directors deems reasonably necessary or desirable.

ARTICLE XVII
CORPORATE SEAL

The Secretary may have a seal in circular form having within its circumference the name of the Association, the year of its organization and the words "Corporate Seal, South Carolina."

ARTICLE XVIII
AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws adopted by a majority vote of the Members present, in person or by proxy, and entitled to vote at a regular or special meeting of the Members or by a majority action of the Members who have acted by written response in lieu of a meeting; provided that any matter which is in fact governed by the Declaration may not be amended except as an amendment to the Declaration and as provided therein.

ARTICLE XIX
FISCAL YEAR

The fiscal year of the Association will be determined by the Board of Directors.

ARTICLE XX
MISCELLANEOUS PROVISIONS

Section 1. Gender, Number and Captions. All nouns and pronouns used herein will be deemed to include the masculine, the feminine, and the neuter, and the singular will include the plural and vice versa, whenever the context requires or permits. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision.

Section 2. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions, or parts thereof, shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 3. Waiver. No provision of these Bylaws or the rules, regulations or guidelines promulgated pursuant thereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 4. Parliamentary Rules. Any edition of Robert's Rules of Order which is the latest edition, or not more than five years old, shall govern the meetings of the membership and Board of Directors; provided, however, that if any such Rules are in conflict with any of the Association's governing documents, the Rules shall yield to the Association's governing document.

Section 5. Rules, Regulations, Fines and Sanctions. The Board of Directors shall have the power and authority to establish, impose and enforce rules, regulations, fines and sanctions as set forth in Article 14 of the Declaration. As referenced in Article 14, Section 14.2(i) of the Declaration, any fines shall constitute an equitable charge and a continuing lien upon the Lot and the Owners. An Owner shall be responsible for all costs arising out of the enforcement of any rules, regulations, fines and sanctions, including, without limitation, reasonable attorneys' and paralegal fees, incurred by the Association whether or not any suit is filed and which may be added to the amount of any Assessment and shall be collectible as an Assessment.

Section 6. Additional Enforcement Right. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws or any promulgated rules, regulations and guidelines by self-help (specifically including by way of example, and not as a limitation, to the towing of vehicles that are in violation of parking rules and regulations) and/or by suit at law and/or in equity to enjoin any violation or to recover monetary damages, without the necessity of compliance with the procedure set forth in Article 14 of the Declaration. In the event the Association elects to exercise its self-help rights, it shall notify the Owner of the Lot from which the violation arises in writing of the violation and the Owner shall have such time to correct such violation as is set forth in the notice and which time period shall be determined by the Board of Directors in its discretion on a case-by-case and/or type of violation basis. If the Owner fails to timely cure such violation, the Association shall have the right, but not the obligation, to cure the violation at the sole cost of the Owner. In the event that an emergency, business necessity, unsafe condition or governmental authority citation requires more prompt action than is provided for in the preceding sentence, the Association may immediately exercise its right of self-help and giving only such notice to the violating Owner as may be practicable under the circumstances (including without limitation, oral notice). If the Association cures the violation, the Owner shall be responsible for all costs for the same, plus fifteen percent (15%) as an administrative and overhead fee. Such payment shall be due within fifteen (15) days after written demand by the Association.

An Owner shall be responsible for all costs of any of the foregoing enforcement options, including reasonable attorneys' and paralegal fees, incurred by the Association whether or not any suit is filed and which costs shall constitute an equitable charge and a continuing lien upon the Lot and the Owners. Further, such costs may be added to the amount of any Assessment and shall be collectible as an Assessment.

Section 7. Notices. Notices required hereunder shall be in writing and delivered as provided in Article 16, Section 16.15 of the Declaration.

Section 8. Availability of Minutes. Upon written request by a member on reasonable notice during normal business hours, the Association shall promptly make available, for examination by the members, copies of the minutes of meetings of the membership and of regular meetings of the Board. The Board may establish a reasonable charge for providing hard copies of such minutes.

Section 9. Conflicts and Interpretation. In the event of a conflict or inconsistency between the Act, Declaration, these Bylaws and the Articles of Incorporation, the provisions of the Act, Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail. Each Owner of a property within the Community covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Therefore, in the event an interpretation of these Bylaws (or any amendments and supplements to any of them) is required to correct a scrivener's error, clarify any provision or eliminate any conflict between the provisions within any single document or with any other governing documents, the Board shall have the authority to make such determination, after such consultation with others as it may determine to be appropriate, provided that in making such determination: the provisions set forth or provided for in these Bylaws will be construed together and given that interpretation or construction which, in the opinion of the Board of Directors will best effect the intent of the general plan of development; the provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective; and it shall not be clearly inconsistent with the Act, Declaration, these Bylaws and the Articles of Incorporation. Thereafter, upon the majority approval of the Board, the Board may amend are may be required without the further consent of the any Owner or other person or entity.

Section 10. Legal Fees. Any Assessment, Recreational Charge or other sum due to the Association by an Owner (including, without limitation, fines, penalties, late charges, interest) or any portion of any of them, that is not paid when due by an Owner shall be delinquent (hereinafter collectively, "Delinquent Sum"). The continuing lien and equitable charge of such Delinquent Sum shall include interest, late charges, all collections costs (including, without limitation, reasonable attorney and paralegal fees and court costs), and any other amounts provided or permitted under the Declaration, these Bylaws or by law. The Owner shall be responsible for all such Delinquent Sums whether or not any suit for collection, foreclosure or otherwise is filed. A Delinquent Sum may be added to the amount of any Assessment and shall be collectible as an Assessment.

EXHIBIT B

CERTIFICATION

Personally appeared before me: Robert J. Licato, President of The Golf Club at Briar's Creek Property Owners Association, Inc., who being duly sworn, allege and states as follows:

1. I am the duly elected President of The Golf Club at Briar's Creek Property Owners Association, Inc.


2. I am over eighteen (18) years of age, competent, and make this certification on personal knowledge.

3. On December 8, 2020, there occurred a regular/special meeting of the members of The Golf Club at Briar's Creek Property Owners Association, Inc.

4. At least two-thirds (2/3) of the members present, in person or by proxy at a meeting, or as approved via written ballot in accordance with the laws of the State of South Carolina, at a meeting, voted to amend the Bylaws in its entirety for The Golf Club at Briar's Creek to which this Exhibit A is attached.


5. I have certified, and am hereby certifying, the vote of the membership of The Golf Club at Briar's Creek Property Owners Association, Inc.; that the vote to have been as stated herein; and that the agreement and votes of the members was lawfully obtained.

FURTHER THE AFFIANT SAYETH NOT.



President
The Golf Club at Briar's Creek Property
Association, Inc.

SWORN and subscribed to before
me this 14 day of December, 2020.



Notary Public for South Carolina ~~Texas~~
Printed Name of Notary: Rubi Cruz Gonzalez
My Commission Expires: 21 January 2025

RECORDER'S PAGE



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

Filed By:

SIMONS & DEAN ATTY AT LAW
 147 WAPPOO CREEK DR
 STE 604
 CHARLESTON SC 29412

RECORDED		
Date:	January 8, 2021	
Time:	9:07:46 AM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0948	334	Amen/By-Laws
Michael Miller, Register Charleston County, SC		

MAKER:

GOLF CLUB AT BRIAR'S CRK

of Pages: 15
 # of Sats: # of References:

RECIPIENT:

N/A

Note:

Recording Fee	\$ 25.00
Extra Reference Cost	\$ -
Extra Pages	\$ -
Postage	\$ -

Original Book:

E358

Original Page:

249

TOTAL \$ 25.00

DRAWER Drawer 6
CLERK BLH



0948
Book



334
Page



01/08/2021
Recorded Date



15
Pgs



E358
Original Book



249
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