

**BYLAWS OF
WATERWAY LANDING HOMEOWNERS ASSOCIATION,
INC. A NON-PROFIT CORPORATION**

ARTICLE I. Purpose of Applicability, Offices

1. **Purpose.** This corporation (hereinafter called the “Association”) has been organized to provide for the administration, management, maintenance and care of Waterway Landing, a Condominium established in accordance with the North Carolina Condominium Act, upon the property situated, located in Sunset Beach, Brunswick County, North Carolina and more particularly described in Exhibit “A” attached to the Declaration and incorporated herein by reference.
2. **Applicability of Bylaws.** The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. All present and future Owners, Mortgagees, Lessees and occupants of Units and their families and guests, and any other persons who may use or occupy the facilities of the Condominium in any manner, are subject to the Declaration, these Bylaws and the Rules and Regulations made pursuant hereto and duly set forth in an amendment to the Declaration and duly recorded. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws (and any Rules and Regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.
3. **Principal Office.** The principal office of the Association shall be located at 10140 Beach Drive SW, Unit 1, Calabash, North Carolina 28467.
4. **Registered Office.** The registered office of the Association required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal.
5. **Definitions.** All terms as defined in the Declaration shall have the same meaning herein except when the context otherwise specifies or requires.

ARTICLE II. Unit Owners

1. **Membership.** Each Unit Owner shall be a member of the Association and no other person or entity shall be entitled to membership.
2. **Place of Meetings.** All meetings of the Unit Owners shall be held at a location near the Condominium or at such other place either within or without the State of North Carolina as shall be designated in a notice of the meeting.
3. **Annual Meeting.** An annual meeting of the Unit Owners shall be held at 10:00 a.m. on any Saturday during the months of September or October each year for the purpose of electing members of the Board of Directors and for the transaction of such business as may be properly brought before the meeting.
4. **Substitute Annual Meetings.** If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 5 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

5. **Special Meetings.** Special meetings of the Unit Owners may be called at any time by: the President or a majority of the Board of Directors; or Unit Owners having twenty percent (20%) of the votes in the Association.
6. **Notice of Meetings.** Written or printed notices stating the place, day, and hour of the meeting and items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a Director or Officer shall be delivered or mailed not less than ten (10) nor more than fifty (50) days before the date thereof, either personally by mail at the direction of the President, or the Board of Directors, or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement of the meeting at which the adjournment is effective.

7. **Quorum.** Except in the case of ratification of the Budget pursuant to Article VI, in which no specific number is required, the presence in person or by proxy at any meeting of the Voting Members (as defined in Section 8 of this Article) having 20% of the total votes shall constitute a quorum, if a quorum is required. If there is no quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned by the unanimous vote of the Voting Members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the original meeting.
8. **Voting Rights.** One vote is appurtenant to each Condominium Unit. If only one of the multiple owners of a Unit is present at the meeting of the Association, that owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if any one of the multiple owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any other of the owners of the Unit.

The vote allocated to a Unit may be cast pursuant to a proxy duly executed by the Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A unit Owner may not revoke a proxy given pursuant to this section except by written notice of revocation delivered to the person presiding over the meeting of the Association. A proxy is void if it is not dated. A proxy terminates one year after its date, unless it specifies a shorter term.

9. **Voting.** In all elections for members of the Board of Directors, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the offices to be filled shall be deemed to be elected.
10. **Waiver of Notice.** Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any meeting of the Unit Owners shall constitute a waiver of notice by him of the time and place thereof except where a Unit Owner 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 Unit Owners are present at any meeting of the Unit Owners, no notice shall be required, and any business may be transacted at such meeting.

11. **Informal Action by Unit Owners.** Any action which may be taken at a meeting of the Unit Owners may be taken without a meeting if 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 (that is, the Voting Members) and filed with the Secretary of the Association to be kept In the Association's records. An e-mail message or fax from the unit owner may also be considered as written consent.

ARTICLE III. Board of Directors

1. **Number.** The business and property of the Association shall be managed and directed by a Board of Directors composed of five (5) persons.
2. **Election, Term, and Qualification.** Any member of the Association may be nominated or self-nominate to serve on the Board of Directors. Except as provided in the Declaration and in Sections I and 3 of this article, the serving Board members shall be elected at an annual meeting of the Unit Owners, and those persons who receive the highest number of votes shall be deemed elected. Each Director shall hold office for the term for which he is elected or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified. Members of the Board of Directors shall be elected for staggered terms as follows: At the first election of the Board of Directors one member shall be elected for a term of one year, two members shall be elected for a term of two years, and two members shall be elected for a term of three years. Thereafter, at each subsequent election, members will be elected for a term of three years to succeed the members whose term has expired.
3. **Vacancies.** A vacancy on the Board of Directors may be filled by a majority vote of the remaining Directors.
4. **Removal.** A Director may be removed with or without cause by a vote of 67% of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present.
5. **Compensation.** The Board of Directors shall receive no compensation for their services.
6. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:
 - (a) Adopt and amend bylaws and rules and regulations;
 - (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
 - (c) Hire and terminate managing agents and other employees, agents, and independent contractors;
 - (d) Institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the condominium;
 - (e) Make contracts and incur liabilities;
 - (f) Regulate the use, maintenance, repair, replacement, and modification of the common elements;
 - (g) Cause additional improvements to be made as part of the common elements;

- (h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that the common elements may be conveyed or subjected to a security interest only pursuant to G.S. 47C-3-112;
- (i) Grant easements, leases, licenses, and concessions through or over the common elements;
- (j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements described in subsections 47C-2-202 (2) and (4) and for services provided to the unit owners;
- (k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed one hundred dollars (\$100.00) (G.S. 47C-3-107.1) for violations of the declaration, bylaws, and rules and regulations of the association;
- (l) Impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by G.S. 47C4-109, or statements of unpaid assessments;
- (m) Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
- (n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration expressly so provides;
- (o) Exercise all other powers that may be exercised in the State by legal entities of the same types as the association; and
- (p) Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE IV. Meeting of Directors

1. **Regular Meeting.** A regular meeting of the Board shall be held immediately after, and at the same place as the annual meeting or substitute annual meetings of the Unit Owners. In addition, the Board of Directors may provide by resolution the time and place either within or without the State of North Carolina, for the holding of a regular meeting of the Board.
2. **Special Meetings.** A special meeting of the Board of Directors may be called by or with the request of the President or by any two Directors. Such meetings may be held either within or without the State of North Carolina.
3. **Notice of Meetings.** Regular meetings of the Board of Directors may be held without notice. The person or persons calling a special meeting of the Directors shall, at least two (2) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called.
4. **Waiver of Notice.** Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting,

5. **Quorum.** A majority of the number of Directors fixed by these Bylaws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.
6. **Manner of Acting.** Except as otherwise provided in this section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A vote of a majority of the number of Directors fixed by the Bylaws shall be required to adopt a resolution appointing an Executive Committee. Vacancies in the Board of Directors may be filled as provided in Article III, Section 3, of these Bylaws.
7. **Organization.** Each meeting of the Board of Directors shall be presided over by the President, Vice President, the Secretary/Treasurer, or in their absence, any person designated by the President, and this person may also act as Secretary of the Meeting.
8. **Informal Action of Directors.** Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent, including email and facsimile transmissions, to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.
9. **Minutes.** The Board shall keep minutes of its proceedings.

ARTICLE V. Officers

1. **Number.** The principal officers of the Association shall consist of a President, Vice President, and a Secretary/Treasurer.
2. **Election and Term.** The Officers of the Association shall be elected by the Board of Directors. Such elections may be held at the regular annual meeting of the Board. Each officer shall hold office for a period of one year until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.
3. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
4. **Compensation.** No officer shall receive any compensation from the Association for acting as such.
5. **President.** The President shall be a Unit Owner and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall, when present, preside at all meetings of the Board and of the Unit Owners, and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed from time to time by the Board, including the preparation, execution, and recordation of any amendment to the Declaration.
6. **Vice President.** The Vice President assists the President in managing the board's duties and may act on the President's behalf in their absence. Responsibilities include overseeing specific committees, ensuring that the Association's policies and procedures are followed, and helping to enforce community rules and regulations. The Vice President also collaborates with other board members to address Owners' concerns, plan and implement community events, and manage the Association's

budget and resources. Additionally, the Vice President plays a key role in planning and decision-making processes to maintain and improve the Association's overall quality and value.

7. **Secretary/Treasurer.** The Secretary/Treasurer shall keep or delegate the recording of accurate records of the acts and proceedings of all meetings of Unit Owners and Directors. He shall give, or cause to be given, all notices required by law and by these Bylaws. He shall have general charge of the minute book and records of both the Unit Owners and the Board. He shall sign such instruments as may require his signature. He shall have custody of all Association funds and securities and shall receive deposit or disburse the same under the direction of the Board of Directors. He shall keep or delegate to be kept full and accurate accounts of the finances of the Association in books especially provided for this purpose.

ARTICLE VI. Operation of the Property

1. **Determination of Common Expenses and Fixing of the Common Charges.** The Board of Directors shall from time to time, and at least annually, prepare a proposed budget for the Condominium, setting forth the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocations of such common charges among the Unit Owners according to their respective undivided percentage in the Common Elements. The common expenses shall include, among other things, the cost of all insurance premiums on all premiums of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration. The common expenses shall also include such amounts the Board of Directors shall deem proper for the operation and maintenance of the property, including without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Common Expense may also include such amounts as may be required for the purchase by the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell such Unit or of any unit which is to be sold at a foreclosure or other judicial sale.

Within thirty (30) days after adoption by the Board of Directors of any proposed budget for the Condominium a summary of the budget shall be provided to all Unit owners and shall set a date for the meeting of the Unit Owners to consider ratification of the budget not less than Fourteen (14) nor more than thirty (30) days after mailing of the summary. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the Unit Owners rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

2. **Payment of Common Charges.** All Unit owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board shall determine, except any common expenses associated with the maintenance, repair, or replacement of a Limited Common Element must be assessed equally against the Units to which that Limited Common Element is assigned.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of record) of such Unit, together with his interest in Common Elements. Except for a Mortgagee or other transferee in foreclosure proceedings (or proceedings in lieu of foreclosure), a purchaser of a Unit shall be jointly and severally liable with

the seller for the payment of Common Expenses assessed against such Unit prior to acquisition of the Unit by the purchaser.

3. **Collection of Assessments.** The Board of Directors shall assess Common Expenses against the Unit Owners from time to time and at least quarterly and shall take prompt action to collect any Common Expenses which remain unpaid for more than thirty (30) days from the due date for payment thereof.

The Board of Directors shall notify the holder of the first mortgage on any Unit (of which it has notice) for which any Common Expenses which are assessed pursuant to these Bylaws remain unpaid for more than thirty (30) days from the due date for such payment thereof and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

4. **Default in Payment of Common Expenses.** In the event of default by any Unit Owner in paying to the Board of Directors the Common Expenses as determined by the Board, such Unit Owner shall be obligated to pay interest on such Common Expenses from the due date thereof at the highest rate the law allows, together with all expenses including reasonable attorney fees incurred by the Board in any proceeding brought to collect such unpaid Common Expenses. The Board shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings including reasonable attorney fees in an action to recover a money judgment for the same brought against such Unit Owner, or by foreclosure of the lien on such Unit in like manner as a deed of trust or mortgage of real property. The Board of Directors shall also have the right to impose uniform late payment charges for delinquent Common Expense payments, which charges shall also be recoverable by the proceedings specified above.

5. **Lien and Personal Obligation.** All Common Expenses provided for in this Article, together with the interest and expenses, including reasonable attorney fees as provided for herein, shall be a charge on and a continuing lien upon the Unit against which the assessment is made, which such lien shall be prior to all other liens, excepting only (a) tax liens on the Unit in favor of any assessing authority and (b) liens and encumbrances recorded before docketing of the above mentioned lien in the office of the Clerk of Superior Court. Such lien shall become effective when a notice thereon has been filed in the Office of the Clerk of Superior Court for Brunswick County, North Carolina, provided such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of more than thirty (30) days after the same shall become due. Such notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied. In addition, each Unit Owner shall be personally liable for any assessment against his Unit. No Unit Owner may exempt himself from such liability by non-use or enjoyment of any portion of the Common Element or by the abandonment or sale of his Unit.

6. **Foreclosure of Liens for Unpaid Expenses.** If any action is brought by the Board to foreclose on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental use of his Unit, and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owner so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to convey or otherwise deal with the same, subject to applicable restrictions of record. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosure or waiving the lien securing the same.

Where the holder of the first mortgage or first deed of trust of record, or other purchaser of a Unit obtains title to the unit as a result of foreclosure of a first mortgage or first deed of trust, such purchaser, and its heirs, successors and assigns, shall not be liable for the assessments against such

Unit which became due prior to acquisition of title to such Unit by such purchaser. Such unpaid assessments shall be deemed to be common expenses collectable from all the Unit Owners including such purchaser, and its heirs, successors and assigns.

7. **Statement of Common Charges.** The Board of Directors shall promptly provide any Unit Owner so requesting the same in writing, with a written statement, including e-mail or facsimile transmissions, of all unpaid Common Expenses due from such Unit Owner. The Board may charge a reasonable fee for providing such a written report.
8. **Abatement and Enjoyment of Violations by Unit Owners.** The violation of any rule or regulation adopted by the Board or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws or at law or in equity: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner.
9. **Maintenance and Repair.** (a) All maintenance and any repairs to any Unit, whether ordinary or extraordinary (other than maintenance of and repairs to any Common Elements contained therein and not necessitated by the negligence, misuse or neglect of the Owner of such Unit), shall be made by the Unit Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that his failure to do so may engender; and (b) all maintenance, repairs, and replacements to the Common Elements (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to and paid by such Unit Owner), shall be made by the Board and be charged to all the Unit Owners as Common Expense; provided, however, there is excluded from the provisions contained in this section any repairs necessitated by casualty insured against by the Board of Directors to the extent the Board receives insurance proceeds for such repairs.
10. **Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, or any change in the exterior appearance thereof to any Limited Common Elements, without prior written consent thereto by the Board of Directors. The Board shall have the obligation to answer any such written request by a Unit Owner within thirty (30) days after such request, but failure to do so within the stipulated time shall not constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change.
11. **Use of Common Elements.** A Unit Owner shall grant a right of access to his Unit to the managing agent and/or any other person authorized by the Board of Directors or the managing agent, for the purpose of making inspection or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the Common Elements, or for the purpose of performing installations, or repairs to the mechanical or electrical equipment or other Common Elements in or adjoining his Unit; provided, however, such requests for entry (except in the case of emergencies where no request shall be required) are made in advance and any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.
12. **Rules of Conduct.** Rules and regulations concerning the use of the Units and the Common Elements shall be promulgated and amended by the Board as it deems expedient.

13. **Utilities.** Any utilities (including water, sewer, and electricity) which may be provided to the Condominium through a single or common meter or facility and utilities furnished to any portion of the Common Expense shall be paid by the Board as a Common Expense. Cable TV and internet service may be treated as Common Expenses.

ARTICLE VII. Records and Audits

The Board of Directors shall keep detailed records of the actions of the Board, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each Unit which, among other things, shall contain the amount of each assessment of the Common Expenses against each Unit, the date when due, the amounts paid thereof, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all the Unit Owners, their duly authorized agents or attorneys at convenient hours after submitting a written request to the Board or managing agent. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Unit Owners on or before the 15th day of the fourth month following the close of each fiscal year covering the preceding year. In addition, an annual report of the receipts and expenditures of the Association shall be rendered by the Board to the Unit Owners and to all Mortgagees of Units who have requested in writing the same, promptly after the end of each fiscal year.

ARTICLE VIII. Contingency Reserve

A Contingency Reserve, to be funded from the regular assessment for Common Expenses, in an amount deemed sufficient by the Board of Directors shall be maintained by the Association at all times to provide working capital solely to fund unanticipated capital improvements or major repairs respecting the Condominium. To the extent the Contingency Reserve is depleted below the required minimum amount determined by the Board of Directors, it shall be incumbent upon and the duty of the Board of Directors to increase the assessment of Common Expenses against the Units to the extent necessary to replenish the Contingency Reserve to the required minimum with a maximum period of one (1) full fiscal year after the year in which the Contingency Reserve is depleted below the minimum amount.

ARTICLE IX. Indemnification of Directors, Officers, and Others

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, whether for profit or not for profit, against expenses (including attorney 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 the negligence or misconduct in the performance of duty,

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, officer, employee or agent of the Association, or directors, officer, employee or agent of another corporation, partnership joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification:

- (a) under any policy of insurance purchased and maintained on his behalf by the Association, or
- (b) from such other corporation, partnership, joint venture, or other enterprise.

Nothing contained in this Article IX, 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,

ARTICLE X. Amendment

Amendments to these Bylaws may be made at any time by unanimous vote by the Board Members.

Unanimously approved by the Waterway Landing HOA Board of Directors.
Dated this 20th day of August 2024.

_____ (Seal)

_____ (Seal)

_____ (Seal)