

**BYLAWS
Of The
GOLF WEST PROPERTY OWNERS ASSOCIATION, INC.**

As amended October 10, 2017

**ARTICLE I
GENERAL NATURE OF ORGANIZATION**

Section 1. Name: The name of the corporation is the **Golf West Property Owners Association, Inc.**, also hereinafter referred to as the "Association", "Golf West" and "Golf West POA".

Section 2. Organization Type: The Association was created by covenants and restrictions recorded by Carolina Trace Corporation on July 22, 1974 in the Office of the Register of Deeds for Lee County, North Carolina, Book 252, Page 809. The Association was thereafter incorporated as a non-profit corporation organized under the laws of the State of North Carolina on April 18, 1984, and recorded in Department of State Book 14, Page 24 in the Office of the Register of Deeds for Lee County, North Carolina. The covenants were amended October 27, 2005. See Book 998, Page 936.

Section 3. Organization Purpose: The Association shall act on behalf of all residential lot owners of the Golf West Subdivision of Carolina Trace, Sanford, North Carolina. The Association's primary purpose shall be maintaining the property value of the residents of Golf West. This goal is best achieved through the fair, consistent and prudent management of common and residential property and unimproved lots in accordance with the Covenants, Bylaws, and rules and regulations of Golf West. In addition, Golf West shall actively maintain liaison with the Carolina Trace Association, Inc. and other property owners' associations within Carolina Trace to achieve mutual benefit. All activities of the Association shall be guided by the purposes set forth in this Section.

Section 4. Organization Powers: The general powers of the Association flow from the covenants, original and amended, which are covenants running with the land as to all lots platted in the Golf West Subdivision of Carolina Trace, Sanford, North Carolina.

The North Carolina Planned Community Act shall apply in its entirety to the Golf West POA.

Section 5. Conflicts: If there are conflicts or inconsistencies among the provisions of the North Carolina Planned Community Act, the Declaration, the Articles of Incorporation and

these Bylaws, the provisions of the North Carolina Planned Community Act, the Declaration, the Articles of Incorporation and these Bylaws, (in that order) shall prevail.

The principles of law and equity as well as other North Carolina statutes supplement the provisions of the North Carolina Planned Community Act, except to the extent they are inconsistent with the Act. When the principles or statutes are inconsistent or conflict with the Act, the provisions of the North Carolina Planned Community Act shall control.

To the extent that the Golf West Association does not have rules or regulations regarding specific activities or actions the North Carolina statutes and rules shall apply.

Section 6. Successor Statute: To the extent that the North Carolina Planned Community Act is modified or repealed, the law as it is changed controls.

Section 7. Principal Office: The principal office of the Association shall be located in Golf West, Carolina Trace, Lee County, Sanford, North Carolina 27332.

Section 8. Mailing Address: The mailing address shall be:
Golf West Property Owners Association, Inc.
3119A Chipping Wedge
Sanford, North Carolina 27332

Section 9. Registered Office: The registered office of the Association required by law to be maintained in the State of North Carolina shall be 205 Courtland Drive, Sanford, North Carolina.

Section 10. Address Changes: Changes in location of the principal office and mailing address within Golf West may be authorized from time to time by the Board of Directors of the Association. If such change occurs, the Secretary of the Association shall notify members within two weeks as to the new location and/or mailing address.

ARTICLE II DEFINITIONS

Section 1. The terms used in these Bylaws shall have the same meaning as set forth in the North Carolina Planned Community Act and the Declaration, unless the context shall prohibit.

Section 2. "Good standing" shall mean that all Association assessments due, with interest if appropriate, and other charges and fines have been paid by a member by the first day of the month following the due date and no violation of these Bylaws, the Declaration or the rules and regulations of the Association exists. Members not in good standing shall not be counted in quorum calls, shall not serve on committees nor be eligible to vote or hold office in the Association. Any member having lost good standing may regain it by satisfying all Association obligations and then will be eligible to vote.

ARTICLE III MEMBERSHIP

Section 1. Membership in Association: All lot owners shall be members of the Association. A lot owner shall mean any person or entity holding a fee simple title to a lot in the Golf West Subdivision, but does not include a person or entity having an interest in a lot solely as security for any obligation. When more than one person holds interest in any lot in the subdivision, all such persons shall be members of the Association.

Section 2. Voting Rights: Each lot in Golf West carries with it, by covenant, the lot owners right to one vote in elections and on questions put before the membership provided that the lot owner is in good standing. Owners of more than one lot in Golf West shall be entitled to cast one vote for each lot owned.

Section 3. Multiple Owners: Members who are multiple owners of a lot shall be entitled to one vote per lot to be cast as they among themselves determine. The representative shall be entitled to hold office and serve on any committee of the Association provided, however, that two persons representing the same lot shall not be officers of the Association at the same time and that the owners are in good standing.

Section 4. Legal Spouses: The legal spouse of any person holding title to any lot in the Golf West Subdivision shall be entitled to hold office in the Association and to serve on its committees, provided, however, that the two members of the same family shall not serve as officers of the Association at the same time and that the owner shall be in good standing.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Place of Meeting: All meetings of the Association shall be held at the Carolina Trace County Club or at such other convenient place as may be determined by the Board of Directors.

Section 2. Association Annual Meeting: The annual meeting of the Association shall be held not earlier than the second Monday in October and not later than the second Monday in November.

Section 3. Nominating Committee: Prior to each annual meeting, the President, with the approval of the Board of Directors, shall appoint a nominating committee consisting of three members, in good standing, of the Association, none of whom are currently members of the Board of Directors. The Nominating Committee shall nominate one member of the Association as a candidate for each vacancy that may exist on the Board of Directors.

Additional candidates may be nominated, by any member of the Association, by submitting to the Secretary, in writing, the name of the proposed candidate. The written submission must reach the Secretary 45 days prior to the annual meeting.

Section 4. Slate: The slate prepared by the Nominating Committee shall be included with the notice of the Annual Meeting along with other nominees as properly submitted to the Secretary. The candidates receiving the largest number of votes will be elected and the results announced at the Annual Meeting.

Section 5. Substitute Annual Meetings of the Association: If the Annual Meeting cannot be held as herein designated, a substitute annual meeting shall be called, with proper notice, by the President, or a majority of the Board of Directors. The substitute meeting shall be treated for all purposes as the annual meeting.

Section 6. Association Special Meetings: Special meetings of the Association may be called at any time by the President, a majority of the Board of Directors or whenever requested by at least 10% of the members in good standing.

Section 7. Quorum: The quorum required at an Association meeting shall be a number equal to fifty-one percent of the total votes entitled to be cast at such meeting, present in person or by proxy, unless the recommendation is one upon which a different vote is required by law, by the Declaration or by these Bylaws. A quorum shall not be required for the approval of the Association Budget. In the event business cannot be conducted because a quorum is not present, that meeting can be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be fifty percent (50%) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

Section 8. Call to Meeting or Notice: Not less than 10 days nor more than 60 days in advance of any meeting of the Association, the secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Golf West lot owner or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including electronic mail over the Internet, to an electronic mailing address designated in writing by the lot owner. The notice for the annual and substitute annual meeting shall: designate the date, time, and place of the meeting; include the Nominating Committee's slate of proposed Directors, if required; and present such additional nominees as may be proposed by a member of the Association; and a summary of the proposed Budget for the Association and the items on the agenda. The notice for the annual meeting shall state that quorum is not required for ratification of the budget and that the budget shall be ratified at the meeting unless a majority of lot owners, in good standing, present in person or by proxy reject the budget. The notice for any special meeting shall state the date, the time and place of the meeting and the items on the agenda.

Section 9. Proxies: A Proxy form shall be included with the notice of all meetings. The proxy form must make provision for the member to vote for or against each of the proposed nominees, proposals and Budget. Members of the Association may give their completed proxy for to any Officer or Director or to any other member of the Association to be voted at the designated meeting. A lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy terminates 11 months after its date unless it specifies a shorter term.

Section 10. Chair of Meetings: All meetings of the Association shall be presided over by the President, at which meeting the President shall have the right to vote and the authority to cast the deciding vote in the event a tie vote shall have occurred. All meetings must be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.

ARTICLE V BOARD OF DIRECTORS

Section 1. Board of Directors: A Board of Directors elected by the members shall manage the affairs of the Association. The Board shall have at least four and not more than six directors plus a Chair of the Architectural Committee. The Board will annually appoint one of the directors to serve as the Representative to the CTA. The Chair of the Architectural Committee shall be a voting member of the Board of Directors but may not be a director. All members of the Board of Directors shall be members, in good standing, of the Association.

Section 2. Duties of the Board of Directors: The Board of Directors shall:

- a) manage the affairs of the Association and appoint committees to assist the Board except as limited by these Bylaws, the North Carolina Planned Community Act, the Declaration and any other applicable law;
- b) define, in writing, the general duties of every committee that shall be established and ensure that committee actions are lawful and in the best interests of the Association;
- c) provide information to Golf West lot owners, in a timely manner, relative to security, common area maintenance and financial matters;
- d) initiate legal proceeding to foreclose liens and to take any other appropriate actions;
- e) ensure that common areas are properly maintained and improved and that appropriate road signs are provided;
- f) encourage safe driving and adherence to Carolina Trace and Golf West speed limits and traffic signs;
- g) ensure that lot owners are provided a notice and an opportunity to be heard before fines or suspension of privileges or services are imposed for violations of the Declaration, Bylaws and rules and regulations of the Association;
- h) provide indemnification and maintain liability insurance for the Board of Directors and other agents of the Association;

- i) prepare budgets specifying revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
- j) maintain property and liability insurance covering the use, maintenance and ownership of the common areas;
- k) exercise any other powers necessary and proper for the governance and operation of the Association.

The Board shall have no power to provide for management of the Association otherwise than the Board.

Section 3. Election of Directors: Members of the Board of Directors are elected to serve staggered three-year terms. Election shall be by written ballot. The candidates receiving the greatest number of ballots shall be elected. Newly elected and continuing members of the Board shall assume their duties after the conclusion of the Organizational Meeting.

Section 4. Organization Meeting: At the first meeting of the new Board of Directors following the annual meeting, such meeting to be held within ten days of the Annual Meeting, the Board shall select a President, a Vice-President, a Secretary, and a Treasurer from among its Directors, each officer to serve for a period of one year or until a successor qualifies and is appointed. The members of the Architectural Committee shall be appointed. The Board shall appoint at least one but not more than two alternate CTA Representatives. The term of all Officers shall start at the end of the Organization Meeting. Officers and Board member names must be published within 30 days of their election.

Section 5. President: The President shall serve as the Chair of the Board, shall be chief executive officer of the Association and shall preside at all Association meetings and Board meetings. The President shall sign, with the Secretary, all deeds, amendments, contracts and other instruments the Board has authorized to be executed and perform all other duties normally related to the position in a property owners association.

Section 6. Vice-President: The Vice-President is empowered to act as the President of the Association in the President's absence or if the President is unable or refused to act.

Section 7. Secretary: The Secretary of the Association shall maintain the records of the Association. The Secretary shall record the votes and keep the minutes of Association meeting and shall distribute, on a timely basis, or cause to be distributed all required notices, publications, and minutes. The Secretary shall see that all documents and notices are duly given in accordance with the provisions of the Declaration, Bylaws or as required by law. The Secretary shall maintain custody of the Association seal.

Section 8. Treasurer: The Treasurer shall maintain appropriate custody of the funds and investments of the Association, shall collect moneys due, and shall pay the obligations of the Associations. The treasurer shall prepare and submit to the Board of Directors proper and timely financial reports of the Association's financial status and prepare and furnish a yearly budget for adoption by the Board for presentation and ratification by the members. The Treasurer shall maintain the Membership/Voting List for the Association.

Section 9. The Architectural Committee: The Architectural Committee shall be comprised of three members, including the Chair. Two committee members shall be appointed at the Organization Meeting of the new Board of Directors. The Chair of the Architectural Committee shall serve for a period of three years and shall be a voting member of the Board of Directors. The remaining two members of the Architectural Committee shall be ex-officio members of the Board of Directors; however, such ex-officio members shall not be entitled to vote on matters coming before the Board for action. There shall be no limit on the number of times a qualified member may serve on the committee. Should a vacancy occur due to death, resignation or other cause, the Board of Directors shall appoint an Association member, in good standing, to serve for the remainder of the unexpired term.

Section 10. Duties of the Architectural Committee: The powers and duties of the Architectural Committee flow from the original Golf West covenants and restrictions and amendments thereto and are incorporated herein by reference as if fully set forth herein. The Committee shall have discretion to carry out all necessary tasks and to make all necessary decisions to provide architectural control as stated in the Golf West covenants and restrictions and these Bylaws. The Committee shall keep the Board informed of any violations, disputes and lack of cooperation on the part of lot owners or contractors acting for the lot owner. The members of the Architectural Committee shall receive reimbursement of any and all reasonable expenses incurred for the benefit of the Association but shall not be compensated for their services.

Section 11. CTA Representative: The CTA Representative shall be a member of the Board of Directors and shall be appointed annually by the Board. The term of the CTA Representative and appointed alternates shall start in January. The CTA Representative shall be empowered to discuss, act and vote on all motions, resolutions and other matters that may come before the CTA Board of Directors and shall report promptly to the Golf West Board on all significant CTA activities. In matters that come before the CTA Board, the CTA Representative shall be guided by the consensus of the Golf West Board and shall vote in accordance with these Bylaws.

The Alternate CTA Representative(s) shall act with full powers of the CTA Representative under any circumstance when the CTA Representative is absent, incapacitated or unwilling to serve.

Section 12. Vacancies: In the event a vacancy occurs in the Board due to death, resignation or other circumstance, the remaining members of the Board shall choose and appoint a member of the Association to fill the unexpired term of the Board member.

Section 13. Board Resignation: In the event the entire Board shall resign, a new Board shall be elected at a special meeting called for that purpose. At its first meeting the new Board shall determine by lot the terms of appointment: two of its members for three years. Two for two years and one for one year. The Officers shall then be appointed, Pursuant to this Article.

Section 14. Reimbursement: The Officers and Directors shall receive reimbursement for any and all reasonable expenses but shall not be compensated for their services.

Section 15. Removal of Director: Any Board member may be removed, either with or without cause, at any meeting of the Association, at which a quorum is present, by a majority vote of the members present in person or by proxy at the meeting.

Section 16. Adjudication Panel: The Board, by majority vote shall, when deemed appropriate, establish committees to perform specified tasks and to serve for specified periods of time. Committees shall perform only such duties and have such powers as authorized by the Board. Each committee shall have at least three members and a chairman appointed by the Board.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Meetings of the Board of Directors: The Board shall meet at regular intervals as predetermined by resolution of the Board. The Board shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written or verbal approval of all Board members.

All meetings of the Board shall be open to members of the Association except those meetings entitled to executive session. Members who are not Directors may not participate in any deliberations or discussion of business unless authorized by the Board. The Board may meet in executive session to discuss and vote on personnel matters, negotiation of contracts, threatened or pending litigation, matters within the attorney/client privilege or to obtain advice from an attorney.

A majority of the Board, at which a quorum exists, is required to pass motions or resolutions. A Director who is present at a Board meeting at which action is taken on any matter shall be presumed to have assented in the action unless his or her contrary vote is recorded or his or her dissent is otherwise entered into the minutes of the meeting before adjournment of the meeting.

All meetings must be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.

Section 2. Quorum: The quorum for a Board meeting is 50% of the Board members present at the start of the meeting.

Section 3. Emergency Meeting of Directors: A State of Emergency in Golf West may be declared by a majority of the Board of Directors at an emergency meeting of Directors called for the purpose and at which a majority of Directors are present. Under such a declaration, expenditures may be authorized by the Board to alleviate the emergency. The amount authorized is limited to 50% of the reserves of the Association. Such authorization shall require a unanimous vote of the Directors present. Any greater amount must be authorized at a special meeting of the Association.

**ARTICLE VII
FINANCIAL REGULATIONS**

Section 1. Indemnification Coverage: Every Officer, Director, member of the Architectural Committee, the Representative to the CTA, and the Association's agents shall be indemnified by the Association. The indemnification shall extend to all expenses and liability, including counsel fees reasonably incurred or imposed in connection with any proceeding to which the individual is a party or a participant by reason of being or having been an Officer, Director, member of the Architectural Committee, the Representative to the CTA or an agent of this Association at the time such expenses were incurred.

Section 2. Additional Indemnification Rights: The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer, Architectural Committee member, Representative to the CTA or association agent may be entitled.

Section 3. Exceptions: However, in such cases where the Officer, Director, Architectural Committee member, Representative to the CTA or agent is adjudged guilty of willful negligence or misconduct in the performance of their duties, reimbursement or indemnification shall only apply if the Board of Directors unanimously votes approval of a settlement or a reimbursement as being in the best interest of the Association.

Section 4. Funds: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such depositories as the Board of directors may select.

Section 5. Drafts on the Association: All checks, drafts or other orders for the payment of money, issued in the name of the Association, shall be signed by the Treasurer of the Association and at least one other duly elected Association officer.

Section 6. Loans: No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by a vote of at least eighty percent (80%) of the Association members.

Section 7. Assessments: The Board of Directors shall assess the members in such amount as they determine necessary to promote the health, safety and welfare of members and for the improvement and maintenance of the common areas. The annual assessment shall be composed of an Operational Assessment, a Reserve Assessment and a CTA Assessment. The assessments shall be fixed at a separate uniform rate for improved lots and unimproved lots. The assessments shall be invoiced following approval of the Annual Budget at the Annual Meeting. Assessments shall be payable, in full, not later than 30 days from the date of such invoice. Any past due account shall bear interest at a rate established by the Association not exceeding eighteen percent (18%) per year.

Section 8. Annual Budget: The notice for the Annual Meeting shall include the Budget approved by the Board of Directors. The Budget will consist of a Summary detailing Receipts and Disbursements planned for the Budget Year and shall set the Operating Assessment, Reserve Assessment, if any, and, if known, specify the CTA Assessment.

Section 9. Annual Budget Report: At the Annual Meeting, the Treasurer shall present a Budget Report. The report will consist of:

- 1) A review of the Budget Year that has just ended, the assessments for the new Budget Year and a summary of the notable events expected to occur in the new Budget Year;
- 2) A summary of the planned and actual Receipts and Disbursements for the completed Budget Year;
- 3) A report identifying all owners who are delinquent in paying assessments and fines at the time the report is prepared;
- 4) An Asset Summary identifying all financial assets that existed at the start of the last Budget Year and that existed at the end of the Budget Year.

Section 10. Approval of Annual Budget and Assessments: The CTA assessment, once it is approved by the CTA, shall automatically become part of the Golf West Budget without a vote of the members. The Annual Budget including the Operating Assessment and Reserve Assessment is approved unless a majority of members vote against the budget. If the budget is not approved, the Operating Assessment and Reserve Assessment last approved shall continue until such time as a new budget is approved.

Section 11. Remedies for Delinquent Payments: Any assessment leveled against a lot owner remaining unpaid for a period of thirty (30) days or longer shall constitute a lien on that lot when a Claim of Lien is filed in the Office of the Clerk of the Lee County Superior Court. If a member is delinquent in the payment of an assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collections, including but not limited to court costs, lien fees and attorney fees shall be included in the amount due from a member and shall be collected. The Board may bid its interest at any foreclosure sale and to acquire and convey any lot.

The notice of a delinquent assessment shall state that the delinquent owner has the right to submit information, in writing, or request a hearing by the Board to contest the imposition of late fees, interest costs and costs of collection. The owner shall notify the Board within 15 days of receiving the notice of delinquent assessment to request a hearing or provide written information. If a hearing is requested, the Board shall schedule the hearing within 20 days of notification by the delinquent owner. The Board within 10 days of the hearing or the reception of the written information shall provide a written notice of the Board's decision. The delinquent owner may not appeal the Board's decision. The Board's decision shall require a majority vote of the Board members.

All monies paid by a delinquent member shall be applied in the following sequence: collection costs, late fees, interest then the Principal amount.

ARTICLE VIII HEARING PROCEDURE

Section 1. Initiation Process: The Board, in accordance with North Carolina Planned Community Act provisions, shall not impose sanctions or infringe upon any rights of a member for a violation of rules unless and until the procedure identified herein is followed.

Section 2. Initiation Document: A written document, signed by a member, who has a grievance concerning compliance or non-compliance by anyone with the covenants and restrictions, Bylaws or regulations issued by the Board shall be entitled to a hearing regarding the grievance. The written document must be forwarded to the President within 90 days of the grievance occurring. The President shall promptly appoint an Adjudicatory Panel composed of three Association members in good standing. The Panel shall prepare the Notice specifying the violation, shall hear the details of the grievance and shall issue the ruling.

Section 3. Notice: One Notice will be mailed, by U.S. Postal Service Certified Mail, to the owner noting the violation and requesting compliance by a specified date to avoid penalties. The Notice shall inform the owner that a Due Process Hearing will be held not less than 14 days after the date specified for compliance. The Notice shall state the time, date and location of such hearing and shall include an outline of the Due Process Hearing Procedure. The Adjudicatory Panel will perform an on-site inspection within 7 days following the date specified for compliance. If the violation has been corrected, the matter will be closed and the owner notified by U.S. Postal Service Certified Mail. If the violation has not been corrected the Due Process Hearing shall be held.

Section 4. Due Process Hearing: The hearing shall be held pursuant to the Notice affording the alleged violating member a reasonable opportunity to be heard and to present evidence and witnesses. The Board shall be afforded a reasonable opportunity to be heard and to present witnesses. Prior to the implementation of any sanction hereunder, proof of Notice and the invitation to be heard shall be placed in the minutes of the Hearing. Such proof shall be deemed adequate if a copy of the Notice, together with a statement of the date and manner of delivery is presented by an officer of the Association. The Notice requirement shall also be deemed satisfied if the alleged violator appears at the meeting. The Hearing shall be held as scheduled with or without the owner or his assigns.

Section 5. Hearing Decision: The Adjudication Panel shall determine whether a violation has occurred and if so, impose a sanction, impose a fine, or specify other appropriate action that shall become effective after the date of the Hearing. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day that the violation occurs starting five days after the decision by the Adjudication Panel. The written statement of the results of the Hearing must be approved by a majority of the Adjudication Panel and will be forwarded to the Board and by U.S Postal Service Certified Mail to the

member accused of the violation. The accused may appeal the Adjudication Panel decision to the Board of Director within 10 days of the Adjudication Panel's decision. Such appeal must be in writing. Upon receiving an appeal the Board shall suspend all fines and/or other sanctions until a decision is rendered.

Section 6. Repeated Violation: If a member violated the same rule, covenant or restriction more than once in any 12-month period, the Board may impose sanctions without a Hearing.

ARTICLE IX GENERAL PROVISIONS

Section 1. Accounting Standards: Cash accounting standards shall be used in all financial reporting. Cash disbursements shall be limited to amounts of thirty dollars or less.

Section 2. Seal: The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and such seal, as impressed on the margin hereof, is adopted as the corporate seal of the Association.

Section 3. Fiscal and Budget Year: The Fiscal Year of the Association shall run concurrently with the calendar year. The Budget Year extends from October 1 of one year through September 30 of the succeeding year.

Section 4. Severability: The provisions of these Bylaws are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

Section 5. Litigations: In any litigation arising from provisions of these Bylaws, the prevailing party shall be entitled to recover reasonable costs and attorney fees. In uncontested rules and regulations enforcement cases, Attorneys' Fees can be no greater than \$1,200. In contested cases, a judge will determine a reasonable Attorney Fee. No action to challenge the validity of an amendment adopted pursuant to procedure specified in Article X may be brought more than one year after the effective date of the amendment.

Section 6. Enforcement: Any failure by the Association to enforce any provision of the Bylaws shall in no event be deemed a waiver of their right to do so thereafter.

**ARTICLE X
AMENDMENT**

Section 1. Proposal: These Bylaws may be amended by affirmative written vote of not less than fifty-one percent (51%) of the members, in good standing, of the Association.

The Board or any member, in good standing, of the Association may propose an amendment to the Bylaws.

Section 2. Adoption: Each Amendment adopted by the Association shall be executed by the President and certified by the Secretary as having been duly adopted and shall state the effective date of the Amendment.

State of North Carolina
Lee County

IN TESTIMONY WHEREOF, **Golf West Property Owners Association, Inc.** on this tenth day of October, 2017, has caused this instrument to be executed in its corporate name, by its President, attested by its Secretary, with its corporate seal hereunto affixed, all by authority duly given of its Board of Directors.

Signed

Donald Douglass, President

Date

Attest

Tracy Spade, Secretary

Date

Official Seal