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 Page 1 of 19

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BYLAWS OF

CHICKASAW ASSOCIATION, INC.

*25<sup>00</sup> 503 S Hogan Dr  
 Westminster Sc 29693*

*000712*

FILED OCONEE COUNTY, SC  
 ANNA K. DAVISON  
 REGISTER OF DEEDS

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BYLAWS  
TABLE OF CONTENTS

		Page
Article I	Identity and Purpose	1
Article II	Definitions	1
Article III	Membership and Voting Provisions	2
Section 1	Classes of Members	2
Section 2	Responsibilities of Members	3
Section 3	Rights of Regular and Associate Members	3
Section 4	Voting Rights	3
Section 5	Suspension of Membership and Voting Rights	4
Section 6	Powers of Referendum	4
Article IV	Meetings of the Membership	4
Section 1	Place of Meetings	4
Section 2	Annual Meeting	4
Section 3	Special Meetings	4
Section 4	Notice of Meetings	5
Section 5	Quorum	5
Section 6	Voting	5
Article V	Directors	5
Section 1	Board Composition	5
Section 2	Term of Office	5
Section 3	Qualifications	5
Section 4	Nomination and Election	5
Section 5	Removal of Directors	6
Section 6	Vacancies	7
Section 7	Compensation	7
Article VI	Meetings of the Board	7
Section 1	Regular Meetings	7
Section 2	Special Meetings	7
Section 3	Place of Meetings	7
Section 4	Action Without Meeting	7
Section 5	Quorum	7
Section 6	Proxies	7
Article VII	Powers and Duties of the Board of Directors	8
Section 1	Powers	8
Section 2	Duties	8
Article VIII	Director Liability and Indemnification	10
Section 1	Standards of Conduct	10
Section 2	Indemnification	10

	Section 3	Advances	10
	Section 4	Other Remedies	10
	Section 5	Insurance	10
Article IX		Officers and Their Duties	10
	Section 1	Officers	10
	Section 2	Election	10
	Section 3	Other Officers	10
	Section 4	Terms of Office	10
	Section 5	Duplication of Offices	11
	Section 6	Vacancies	11
	Section 7	Removal of Officers	11
	Section 8	Duties	11
Article X		Assessments	11
	Section 1	General	11
	Section 2	Collection	11
	Section 3	Late Charges on Delinquent Assessments	12
	Section 4	Posting Delinquent Members	12
	Section 5	Legal Recourse	12
	Section 6	Liens	12
Article XI		Committees	12
	Section 1	Standing Committees	12
	Section 2	Other Committees	12
	Section 3	Power of Committees	12
	Section 4	Spending Authority	12
	Section 5	Reservation Accounts	13
Article XII		Rental of Property	13
	Section 1	Property Owner Responsibility	13
	Section 2	Tenant Responsibility	13
	Section 3	Restrictions Upon Tenants	14
	Section 4	Enforcement	14
Article XIII		Fiscal and Membership Year	14
	Section 1	Fiscal Year	14
	Section 2	Membership (Assessment) Year	14
Article XIV		Parliamentary Rules	14
	Section 1	Process	14
	Section 2	Conflicting Provisions in Written Documents	14
	Section 3	Invalidation	15
Article XV		Amendments	15

**BYLAWS  
OF  
CHICKASAW ASSOCIATION, INC.**

In the following text, the use of the masculine pronoun shall include the feminine, and the use of the singular verb shall include the plural where the context so requires.

**ARTICLE I. IDENTITY AND PURPOSE**

The Chickasaw Association, Inc. was incorporated as a South Carolina Non-Profit Owners Association on April 7, 1971. The purposes and objectives of this Association are as follows:

- A. To serve as a property owners association for the Chickasaw Point Subdivision;**
- B. To develop a community for safe, healthful and harmonious living;**
- C. To promote the maintenance of aesthetic standards in the Chickasaw Point Subdivision;**
- D. To enforce the Chickasaw Point Covenants and Restrictions and to assess fines, legal fees and costs;**
- E. To promote a stable financial condition ensuring the services and facilities deemed necessary or desirable for the maintenance and enhancement of a quality of life of high standard for the residents of Chickasaw Point;**
- F. To provide the aesthetic and material amenities of a well-organized and well-regulated community, without profit, for the interest of Chickasaw Point property owners.**

**ARTICLE II. DEFINITIONS**

When used in these bylaws

- A. 'Association'** means the Chickasaw Association, Inc., a Non-Profit South Carolina Corporation, and is the Property Owners' Association of Chickasaw Point Subdivision.
- B. 'Assessable Unit'** means any platted lot within the subdivision or any similar unit resulting from merger whether developed or not.
- C. 'Board'** means the Board of Directors of Chickasaw Association, Inc.
- D. 'Bylaws'** means the Bylaws of the Association.
- E. 'Subdivision'** means Chickasaw Point Subdivision as shown on those plats recorded at Plat Book P-34, at page 57 and at Plat Book P-48, at page 93, Records of the Clerk of Court in and for Oconee County, South Carolina, and all other plats and maps as may be recorded from time to time. In 1994, the State of South Carolina designated Chickasaw Point Subdivision as a Significant Community.
- F. 'Delinquent'** means being in arrears in annual or special Association assessment payment for more than 30 days after the due date.
- G. 'Owner'** means:
  - 1. Any person, organization, business or other concern who holds fee simple title, title by tax deed, Sheriffs Deed of Title, or title by any other judicial deed, grant or conveyance, to a lot; or
  - 2. Any person who has contracted to purchase fee simple title to a lot under written agreement, in which case the Seller under said agreement shall cease to be the Owner while said agreement is in effect; or
  - 3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for term of not less than fifty (50) years, in which case the lessor under said lease shall cease to be the owner while said lease is in effect.

H. **'Covenants and Restrictions'** means the Amended Declaratory Statement of Covenants and Restrictions to run with the land.

I. **'Notice'** means providing electronic notification at least two weeks in advance to those property owners who have supplied an email address to the Association.

J. **'In good standing'** means Lot Owners who are not in violation of any current covenant and/or restriction as determined by the current regulating body; whose financial obligations to the Association are current; and Members whose rights have not otherwise been suspended.

K. **'Rental'** means any occupation of a home for compensation or exchange.

L. **'Amenities'** means the pool, boat ramp, clubhouse, tennis courts, picnic areas, playground, campground and dry-dock.

M. **'Community Forum'** means an informal informational meeting at which the Board may provide information to the members and/or seek input and comment from the members of the Association. Community Forums may be held in person and/or electronically. Notice of Community Forums, stating the place, date, hour and purpose of the meeting (if held in person), or information necessary to attend the Community Forum electronically (if held electronically), shall be provided electronically to the members at least two weeks in advance of the Community Forum to those property owners who have supplied an email address to the Association. A Community Forum is not a formal meeting of the membership, and a quorum is not required for a Community Forum.

### ARTICLE III. MEMBERSHIP AND VOTING PROVISIONS

#### SECTION 1. CLASSES OF MEMBERS.

A. **Association Members:** Section 18 of the Covenants and Restrictions specify that every owner of a lot in Chickasaw Point shall be a member of the Property Owners Association subject to provisions of the Bylaws and Covenants and Restrictions. As such, all owners, whether as an individual or a joint owner, may attend and participate in Association meetings although other rights may be restricted. The following text elaborates on applicable membership and voting rights.

B. **Regular Members.** Only individual lot owners may be Regular Members of the Association as follows:

1. Both spouses are considered Regular Members whether or not ownership is held by only one spouse.

2. In the cases of joint ownership by more than one individual, or by a corporation or other legal entity, only one individual, and spouse, shall be entitled to Regular Membership. In this case, the joint owners shall certify to the Board, in writing, the name(s) of the individual to be entitled to Regular Membership. This certification shall be signed by all owners or by the official governing body of the legal entity. In the absence of this certification, the same may be presumed to be the first named on the instrument of ownership or withheld until so certified, at the discretion of the Board.

3. The Board may establish policies to handle special cases not anticipated by these Bylaws.

C. **Associate Members:**

1. Immediate family members of Regular Members which shall include parents, grandparents, children and grandchildren over the age of majority, and spouses as applicable.

2. In the cases of joint lot ownership by more than one individual, or by a corporate or other legal entity, not more than one individual, and spouse, shall be entitled to Associate Membership. In these cases, the individual to be designated as the Associate Member shall be certified as in paragraph III-1-B-2 above.

3. The Board may establish policies to handle special cases not anticipated by these Bylaws.

## **SECTION 2. RESPONSIBILITIES OF MEMBERS**

**A.** Regular members must furnish the address to which the Statement of Assessment and Annual Meeting notification is to be mailed. Regular members must also furnish an email address to which all Special Meeting notices will be emailed.

**B.** Regular Members must give the Association notice of a change of address or email address when such change in fact takes place.

**C.** Associate Members shall advise the Association of any change in their status which would bear on their membership rights, including but not limited to termination of their term of occupancy, or amendment of their term of occupancy on which their associate membership was granted.

**D.** Members shall adhere to all Covenants and Restrictions, Bylaws and Board Operating Policies or be subject to the loss of membership rights.

## **SECTION 3. RIGHTS OF REGULAR AND ASSOCIATE MEMBERS**

**A.** The use of facilities and amenities owned and maintained by the Property Owners Association shall be restricted to Regular and Associate Members, as defined in Section 1 above, who are in good standing with the Property Owners Association. Members may allow their guests to use the facilities and amenities. Guests shall be defined as friends, acquaintances, etc. who are visiting with residents in their homes or accompanying non-resident property owners during their visit. Persons using a member's home on a commercial basis shall not be classified as guests. The user of the facilities and amenities shall adhere to the rules stated in paragraphs B and C below, as well as the Board Operating Policies and Procedures for Amenities, promulgated from time to time by the Board of Directors.

**B.** By suitable provision in the Board Operating Policies, the Board may permit Regular Members to use the amenities for non-commercial private functions, provided that the attendees of the function are personal guests of the Member and accompanied by the Member throughout the function.

**C.** The facilities and amenities of Chickasaw Point are supported by property owners through assessments and volunteer efforts and are owned and maintained by the Property Owners' Association for the overall good of the community of owners. As such, facilities and amenities shall be used only for social or charitable activities and shall not be used for direct financial gain by any individual, except that members may use the Community Center to offer fee for service activities, such as dance or yoga lessons, in accordance with rules established by the Board Amenities Committee and approved by the Board. Any member using the facilities or amenities in violation of this policy shall have his right to use the facilities or amenities immediately suspended and shall pay all monies collected to the Property Owners' Association. In the case of a suspension of member rights under this section, the affected Owner shall be entitled to a hearing of the Board at the earliest reasonable date to determine whether suspension under this Section is warranted.

## **SECTION 4. VOTING RIGHTS**

**A. Allocation of votes.** Only Lot Owners in good standing may vote on any issue as follows:

1. Owners of combined lots shall be entitled to no more votes than equal to the number of full lots assessed;

2. Jointly owned lots, or lots corporately owned, regardless of the number of owners, shall be entitled to only one vote per undeveloped lot. The individual entitled to the vote shall be certified to the Board in writing by all owners or the Corporate Secretary at least 30 days prior to the mailing of Ballots for any issue or the vote of the owners shall be forfeited for that vote.

**B. Fractional Votes.** Neither fractional votes nor votes for partial lots shall be allowed.

**C. Votes to Amend the Covenants.** Developed Lot Owners in good standing are entitled to two (2) votes and Undeveloped Lot Owners, in good standing, are entitled to one (1) vote for each lot assessed on changes or amendments to the Covenants.

**D. Votes to Elect the Board of Directors.** Developed and Undeveloped Lot Owners, in good standing, are entitled to one (1) vote for each full lot assessed, but are limited to a maximum of five (5) votes for any board candidate, even though the owner may own more than five (5) lots.

**E. Written Ballot.** All voting of Lot Owners in the Annual Meeting shall be done by written ballot. Ballots will be mailed to all Lot Owners in good standing on or before August 1.

**F. Proxies.** Every Lot Owner entitled to vote shall have the right to do so by proxy, executed by the member and filed with the Secretary of the Association. All proxies expire eleven (11) months from the date of execution.

## **SECTION 5. SUSPENSION OF MEMBERSHIP AND VOTING RIGHTS**

**A. Automatic suspension.** Membership and all membership rights are automatically suspended for any Regular Member who is in default of any financial obligation to the Association, or for any Associate Member at any time the property with which he is associated or of which he is an occupant is in default of any annual or other assessment levied by the Association. Suspension under this provision also suspends the voting rights of a Lot Owner.

**B. For Continued Violation and/or Repeated Violations of provisions of The Covenants and Bylaws of the Association.** All membership rights of Regular and Associate Members of the Association may be suspended for continuing violation or for repeated violations of the Covenants or Bylaws. Such suspensions will be decided by a majority vote of the Board, after written notice of the violation and intent of the Board to suspend membership have been "noticed" to the Member. The length of the suspension shall be determined by the Board. Voting rights shall not be denied for suspension under this paragraph.

**C. Appeal of Suspension.** Regular and Associate Members notified of a suspension, upon request, shall be entitled to a hearing by the Board. If a hearing is requested, the suspension shall not take effect until after the hearing is held.

**D. Members who are suspended** for any reason shall not be entitled to use the facilities and amenities of the Association during the term of their suspension.

## **SECTION 6. POWERS OF REFERENDUM**

**A. Proposed Amendments to the Covenants Denied by the Board.** Lot Owners may have any proposed change to the Covenants, that was not approved by the Board, placed on the ballot of the Annual Meeting by presenting a signed petition to the Board Secretary prior to July 1. The petition shall be signed by lot owners representing a number of lots equal to 30% of the eligible votes cast in the last annual election.

## **ARTICLE IV. MEETINGS OF THE MEMBERSHIP**

**SECTION 1. PLACE OF MEETINGS.** All meetings of the Members of the Association shall be held in the State of South Carolina within a radius of fifty miles from Chickasaw Point, South Carolina.

**SECTION 2. ANNUAL MEETING.** The Annual Meeting of the Association shall be held on Saturday one week ahead of the Labor Day weekend.

## **SECTION 3. SPECIAL MEETINGS**

**A. Called by the Board.** Special meetings of the Association may be called by the President or by a majority of the Directors at any time deemed necessary.

**B. Called by Written Petition of the Membership.** Special meetings of the Association may also be called, upon the written petition to the Board Secretary, of owners representing a number of lots equal to 30% of the eligible votes cast in the last annual election. Each owner has one petition signature for each lot assessed. The petition shall set forth the purpose of the meeting. No other business shall be conducted.

#### **SECTION 4. NOTICE OF MEETINGS**

**A. Annual Meeting of the Association.** Notice of the Annual Meeting shall be sent to all Lot Owners in the August 1 mailing of the Annual Election Ballot.

**B. Special Meetings of the Association.** Notice of Special Meetings, stating the place, date, hour and purpose of the meeting, shall be provided electronically at least two weeks in advance of the meeting to those property owners who have supplied an email address to the Association.

**SECTION 5. QUORUM.** A quorum shall exist if Lot Owners present represent ten (10%) percent of the lots with valid voting privileges.

#### **SECTION 6. VOTING.**

**A. Except as otherwise required by law or by other provisions of these Bylaws, at any meeting at which a quorum is present, a majority of the votes cast shall be necessary for the adoption of any motion voted upon by the Members.**

**B. Amendments to the Covenants & Restrictions shall require votes as per Section 20 of the Covenants.**

### **ARTICLE V. DIRECTORS**

**SECTION 1. BOARD.** The Board of Directors shall consist of a minimum of five (5) or a maximum of seven (7) members elected from the Membership. No person and his or her spouse or partner may serve on the Board at the same time.

**SECTION 2. TERM OF OFFICE.** Members of the Board of Directors shall serve for a three-year term on a staggered basis. Expiration dates for the terms of current Board members are as follows: Beginning in 1993 and each third year thereafter, two (2) members shall be elected to the Board; 1994 and each third year thereafter, three (3) members shall be elected to the Board; 1995 and each third year thereafter, two (2) members shall be elected to the Board. In the event of a Board consisting of less than seven (7) members, the number of members to be elected shall be adjusted accordingly.

**SECTION 3. QUALIFICATIONS.** Candidates for positions on the Board shall be Regular Members in good standing of the Association who have reached the age of majority.

#### **SECTION 4. NOMINATION AND ELECTION**

**A. Nominations for election to the Board of Directors shall be made by a Nominating Committee of seven (7) members of the Association and shall include the President, Vice President, Treasurer and four other Regular Members of the Association in good standing appointed by the President of the Board. The four members appointed at large may not include current members of the Board. The Nominating Committee shall be appointed not less than one hundred twenty (120) days prior to the date of the annual election of Directors, and shall submit its report to the Board not less than forty-five days prior to the date set for such election. The President shall serve as chairman.**



**B. The Nominating Committee** shall make as many nominations for election to the Board of Directors as it shall in its sole discretion determine, but at least one more candidate shall be nominated than the number of vacancies needed for the Board. Included in the Nominating Committee's report shall be biographical information by each candidate of uniform length in accordance with rules adopted by the Nominating Committee.

**C. Elections shall be held by written mail-in ballot.** It shall be the duty of the Board Secretary to mail, on or before August 1, to each Lot Owner in good standing a copy of the candidates' biographical information and a ballot for the Directors to be elected with the notice of the Annual Meeting of the Association. Each Lot Owner who is not in default in the payment of assessments shall have one vote for each lot assessed, but in no circumstances be allowed to have more than five (5) votes for a Board candidate, even though he may own more than five lots. The following ballot voting and counting procedure will be followed:

**1. Each Lot Owner in Good Standing** will receive an Official Ballot and a ballot envelope marked 'Secret Ballot' and also marked "This voter is entitled to votes". A second envelope addressed to the Association will be provided for the property owner to place the sealed secret ballot envelope into and return it to the Association. The return envelope will also have a place on the back for the voter's signature. Voters must sign on the back of the envelope for ballots to be valid and counted.

**2. All return envelopes** will be mailed to a locked post office box at the Fair Play Post Office or delivered in person to the Association office and placed in a specially designated lock box by the owner. The deadline for receipt of addressed ballot envelopes shall be 10:00 a.m. of the day prior to the Annual Meeting.

**3. An election committee** of three (3) persons will be appointed by the President of the board to count the ballots during the afternoon or evening prior to the Annual Meeting. The Election Committee will first check the eligibility of the voter whose signature appears on the envelope. The envelope will then be opened and the number of votes that the ballot is entitled to vote will be marked on the enclosed sealed secret ballot envelope. The unopened secret ballot envelope will then be put in the ballot box.

**4. With the completion of above,** the secret ballots will then be opened by the Election Committee for counting. First ballots will be checked to see that the votes voted do not exceed the votes shown on the envelope. If the votes exceed the votes shown on the envelope, only the latter will be counted. If the votes are less than those shown on the envelope, the number voted will be counted. Any ballots that are illegible, crossed out or otherwise questionable, or are challenged by observers will be set aside for a review by three judges appointed by the President of the Board.

**5. Members of the Board,** candidates for the Board or their observers, may be present to observe the work of the Election Committee detailed in points 3 and 4 above.

**6. Determination of Successful Candidates.** The candidate receiving the highest number of votes shall be elected to the Board. If a second vacancy on the board exists, the candidate with the second highest number of votes shall be elected. If a third and fourth vacancy on the Board exists, the candidates with the third and fourth highest number of votes respectively, shall be elected. If unequal terms exist for candidates (i.e.; 1 vs. 2 years, etc.) the candidate with the highest number of votes shall receive the longer term.

## **SECTION 5. REMOVAL OF DIRECTORS**

**A. By Board Action.** Any Member of the Board of Directors may be removed for cause by a unanimous vote of the remaining directors.

**B. By Membership Action.** Any Member of the Board of Directors may be removed therefrom by a vote of a majority of Lot Owners present in person or voting by proxy in a meeting called for that purpose, providing that a quorum is present. Lot Owners owning multiple lots shall be limited to five votes. Any Director whose removal has been proposed shall be given at least ten (10) days notice of the meeting, informed of the purpose of the meeting, and shall be given an opportunity to be heard at the meeting.

**SECTION 6. VACANCIES.** Vacancies in the Board of Directors caused by any reason other than the normal expiration of term shall be filled by the Board at its discretion. Such persons, so appointed, shall be a Director until a successor is elected at the next Annual Meeting of the Association.

**SECTION 7. COMPENSATION.** Directors shall not be compensated. They may be reimbursed for expenses incurred in the execution of their duties as Directors, providing the expense is approved by two members of the Administrative Committee. If two or more members of the Administrative Committee are to be reimbursed for expenses incurred for the same general purpose, prior approval of the full Board of Directors is required.

## **ARTICLE VI. MEETINGS OF THE BOARD**

**SECTION 1. REGULAR MEETINGS.** The Board of Directors shall meet monthly. The time and place of the meetings will be determined from time to time by the Board. The time and place of all Board meetings will be provided electronically to those property owners who have supplied an email address to the Association. Property owners are encouraged to attend these meetings.

### **SECTION 2. SPECIAL MEETINGS.**

**A. A Special Meeting** of the Board may be called at the request of the President, or by a majority of the Directors. A 24-hours notice will be given in advance of all Special Meetings by posting in conspicuous place.

**B. An organizational** meeting shall be held not later than 3 days after the Annual Board Election by the newly elected Board members. At this meeting, the Board will elect its officers and establish the time and place of the meetings for the next year. This is an executive meeting and no notice is required.

**SECTION 3. PLACE OF MEETINGS.** All meetings of the Board of Directors will be held at the Chickasaw Point Community Center, unless otherwise announced.

### **SECTION 4. ACTION WITHOUT MEETING**

**A. Unless prohibited** by law, any action which may be taken at a meeting of the Board may be taken without a meeting if stated in writing, approved by a majority of the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Board. Such action shall be reported at the next regular Board meeting.

**B. In an emergency** situation, action may be taken without a formal meeting by polling Board Members and securing the names of a majority. Such action shall be ratified at the next regularly scheduled Board meeting.

**SECTION 5. QUORUM.** Except as may be otherwise indicated herein, a majority of the Directors shall constitute a quorum to transact business for the Association and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board of Directors.

**SECTION 6. PROXIES.** Voting by proxy shall not be permitted in meetings of the Board of Directors. All voting by Directors shall be done in person at all Board meetings of the Association.

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**SECTION 1. POWERS.** The affairs of the Association shall be managed by the Board of Directors, and it may do all acts and exercise its authority over all matters in concert with the Articles of Incorporation, the Covenants and Restrictions and the Bylaws of the Association. The Board reserves to itself, but is not limited to, the following powers and authority:

**A. To adopt a budget annually,** and to determine and approve the amounts of all assessments and other charges to be levied against the lots;

**B. To buy** or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold and otherwise deal in and with real property and personal property of all kinds, and any right or interest therein for any purpose of the Association; For potential property transactions where the value of the property is greater than \$10,000.00, Association members shall have the opportunity to provide input to the Board at a Special Meeting of the Board called for that purpose. Notice of such proposed Board action(s), including the date, time and place of the Special Meeting of the Board shall be provided electronically at least two weeks prior to the Special Meeting of the Board to those property owners who have supplied an email address to the Association. This requirement shall not prohibit the board from securing or granting temporary options or entering into preliminary negotiations prior to final action at such Special Meeting of the Board;

**C. To develop** and execute Long Range Plans;

**D. To borrow** money;

**E. To provide** municipal services;

**F. To provide** recreational facilities and resources, including the promulgation of reasonable regulations for the use of the facilities.

**G. To promulgate** Operating Policies for the Association, including Operating Policies for the recreational facilities and resources.

**SECTION 2. DUTIES.** Duties of the Board shall include but not be limited to the following:

**A. Prepare and adopt** an annual budget for the Association and the Chickasaw Point Golf Association (CPGA) to be approved by the Board. Budget preparation will begin in October of each year, with reviews held at Board working meetings. The proposed budgets will be presented for information to, and comment by, the membership at a Community Forum to be held early in the month of December (or, in the case of amendments to a budget, at such other time as may be set by the Board) and approved by the Board at a Special Meeting of the Board two weeks later. Notice of the Community Forum and such Special Meeting of the Board shall be provided electronically at least two weeks in advance to those property owners who have supplied an email address to the Association. Copies of the preliminary budget to be presented at the Community Forum shall be made available at the POA office during the week prior. At said Special Meeting of the Board, a summary of the budgets shall be presented, identifying any changes that may have been made to them subsequent to said Community Forum. The budgets may then be approved and adopted by the Board at that meeting. Upon adoption thereof, the Board shall, based upon said operating budget, and taking into consideration other sources of income that the Association may have, if any, levy the annual assessment for each lot in the development for the following year, following guidelines enumerated in Part VI, Section 19 of the Covenants and Restrictions. Upon the adoption of the budget, the Board of Directors shall be bound by the same and shall not vary therefrom by more than fifteen percent (15%) of the total amount thereof, without having called a special meeting of the Board to hear the reasons.

**B. Manage**, control, operate, maintain, repair, and improve property owned by the Association or other property for which the Association by rule, regulation, declaration or contract has a right or duty to manage, control or operate.

**C. Enforce** all provisions detailed in the Covenants and Restrictions affecting any property to the extent the Association may be authorized to do so under the Bylaws. This specifically includes the duty to ensure that owners maintain their property in accordance with Covenants and Restrictions and further authorizes the Board to take corrective action when owners fail to perform, including the levying of charges against the owner for such action. Also to fine owners for continuing noncompliance of Covenants and Restrictions and including but not limited to policy violations, trespassing, speeding and reckless behavior. Enacting each fine shall be by a majority vote of the Board of Directors.

**D. Fines** shall be limited to a maximum of \$100.00 per month. Legal action will be initiated and a lien placed upon owner's property, including all fines, legal costs and fees after 90 days of noncompliance.

**E. Engage** in activities which will directly foster, promote, and advance the common interest of all property owners, including the promulgation of Board Operating Policies.

**F. Establish** the means and methods of collecting assessments, to levy penalties for late payment of assessments, and to establish procedures for installment payment of the annual assessment. Installment payments shall be established individually in the best interest of Chickasaw Association, and with prior approval of the Treasurer and notification to the Board by the Treasurer.

**G. Collect** the assessments, deposit the proceeds thereof in a bank depository which it shall approve, and use the proceeds in the conduct of Association affairs; any reserve fund may be invested in a safe and secure depository or account that bears interest.

**H. Designate**, employ, and dismiss sufficient staff or independent contractors to manage the operational and financial business of the Association. The Board shall approve job descriptions for such staff and conduct annual evaluations of performance which shall be used as a basis for compensation. The Board may delegate to its Administrative Committee the responsibility to implement these requirements and to insure that such staff is provided with the necessary equipment, supplies, materials and outside services to satisfactorily fulfill their job requirements.

**I. Employ such other** personnel as may be needed in order to carry out the work of the Board and the Association.

**J. Employ** and compensate architects, attorneys, accountants and other professionals needed to assist in conducting Association business.

**K. Make and amend** rules and regulations for property owned or operated by the Association.

**L. Open bank** accounts on behalf of the Association and designate the signatures required.

**M. Bring legal** proceedings on behalf of or against the Owners in all matters concerning the Association, and to defend proceedings brought against the Association.

**N. Obtain** and carry adequate insurance against casualties and liabilities arising from acts of Officers, Directors, and other personnel of the Association affecting property owned by the Association or other property for which the Association by rule, regulation, declaration or contract has the right or duty to so provide, and paying the premiums thereof.

**O. Keep books** with detailed accounts of the receipts and expenditures of the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices. All books and records shall be audited under the supervision of an Audit Committee appointed by the Board.

**P. The President** and Secretary are the authorized officers of the Association to execute deeds, mortgages, contracts and other documents on behalf of the Association unless otherwise designated by the Board by written resolution.

## ARTICLE VIII. DIRECTOR LIABILITY AND INDEMNIFICATION

**SECTION 1. STANDARDS OF CONDUCT.** A Director and Officer with discretionary authority shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the best interest of the Association and its property owners. A Director or an Officer of the Association is not liable for any action taken as a Director, or as an Officer, or any failure to take any action, if he performed the duties of his office in compliance with these standards.

**SECTION 2. INDEMNIFICATION.** Each Director or Officer now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has, or shall become subject by reason or serving or having served as a Director or Officer, or by reason of any action alleged to have been taken, omitted, or neglected by him as such Director or Officer, except illegal acts, breaches of the peace, or any criminal actions, in accordance with the following standards:

**A. Full reimbursement** of the legal expenses and costs reasonably incurred in the defense of any claim or alleged liability, including appeals, where the final result is a successful defense.

**B. Where the final result** of the defense of any claim or alleged liability, including appeals is unsuccessful, or only partially successful, reimbursement of legal expenses and costs shall be made in an amount determined by the Board after receiving the recommendation of a disinterested attorney employed for that purpose.

**C. In the event** of an unsuccessful defense of a claim or alleged liability asserted against a Director or Officer by the Association, reimbursement, if any, of legal expenses and costs shall be determined by the court or other tribunal that heard and determined the claim.

**SECTION 3. ADVANCES.** Partial indemnification in advance of a final determination may be made on vote of a majority of the then disinterested Directors, and upon written guarantee by the Director or Officer to repay the advance if after the conclusion of the proceedings it appears he/she was not entitled to reimbursement.

**SECTION 4. OTHER REMEDIES.** The right of indemnification herein provided shall not be exclusive of any rights to which the Director or Officer may otherwise be entitled by law.

**SECTION 5. INSURANCE.** The Association shall procure Officers and Directors liability insurance as it is available in the marketplace.

## ARTICLE IX. OFFICERS AND THEIR DUTIES

**SECTION 1. OFFICERS.** The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer

**SECTION 2. ELECTION.** The Board of Directors shall elect the Officers from its Members.

**SECTION 3. OTHER OFFICERS.** The Board may appoint such other Officers and Assistant Officers from the Regular Members of the Association as it may find necessary or expedient.

**SECTION 4. TERM OF OFFICE.** All Officers shall serve for a term of one year. Officers may be re-elected or reappointed for any number of terms.

**SECTION 5. DUPLICATION OF OFFICES.** Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

**SECTION 6. VACANCIES.** Should the Office of President become vacant for any reason, the Office will be filled by the Vice President. Other vacancies of Officers will be filled by a caucus of the remaining members of the Board.

**SECTION 7. REMOVAL OF OFFICERS.** The Board by majority vote may remove any Officer from Office when in its judgment the best interests of the Association will be served by the removal.

**SECTION 8. DUTIES. The duties of the officers are listed as follows:**

**A. President.** The President shall preside at all meetings of the Members and of the Board of Directors at which he is present, shall exercise general supervision of the affairs and activities of the Association, and generally shall exercise the powers and duties of a president of a non-profit corporation.

**B. Vice-President.** The Vice-President shall perform the duties of the President when he is absent and shall perform such other duties as are assigned to him by the Board. The Vice-President shall serve as the chairperson or co-chairperson of the Long-Range Planning Committee.

**C. Secretary.** The Secretary or his/her designee shall attend all meetings of the Members and of the Board of Directors, shall be responsible for recording all votes and keeping minutes of the business and other matters transacted. He/she shall mail or email, or cause to be mailed or emailed, all notices required in the provisions of these Bylaws. The Secretary shall be responsible for the integrity of the annual Board of Directors election. The Secretary shall have the custody of the corporate seal, maintain essential records and perform all other duties incident to the Office.

**D. Treasurer.** The Treasurer shall be the chairperson of the Finance Committee and shall be responsible for the custody of the funds of the Association, for collecting monies due, for paying the obligations of the Association out of its funds, for presenting the annual budget and shall perform such other duties as are incident to the office of Treasurer. Two authorized signatures must be affixed to each check disbursing POA funds. Essential financial records to the affairs of the Association shall be maintained. All financial records except payroll and personnel records are available to be inspected by all Regular Members in good standing during regular business hours.

## **ARTICLE X. ASSESSMENTS**

**SECTION 1. GENERAL.** Owners of any assessable unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agrees to pay the Association Annual Assessments, or charges paid on an annual basis, and other assessments that may be necessary to be collected from time to time as specified in Part VI, Section 19 of the Covenants and Restrictions.

**SECTION 2. COLLECTION.** Assessments and other charges levied by the Board shall be paid on or before the date or dates fixed by the Board. Any assessments or billings for goods or services which are not paid within 30 days after the due date shall be deemed delinquent.

**SECTION 3. LATE CHARGES ON DELINQUENT ASSESSMENTS.** On the first day of each quarter a ten dollar (\$10.00) late penalty shall be added to each delinquent assessment on unimproved lots and a twenty-five dollar (\$25.00) late penalty shall be added to each delinquent assessment on improved lots. Penalties will be levied each quarter until the delinquent assessment is paid. The first delinquent penalty is levied approximately 30 days after the due date and quarterly thereafter. When assessment is delinquent four (4) quarters, the late penalty will increase to twenty (\$20.00) dollars on unimproved lots and to fifty dollars (\$50.00) on improved lots.

**SECTION 4. POSTING DELINQUENT MEMBERS.** At the discretion of the Board, members whose assessments or other outstanding debts are delinquent may be published in an appropriate manner.

**SECTION 5. LEGAL RECOURSE.** The Association may pursue any legal means to collect its assessments.

**SECTION 6. LIENS.** Assessments are due on the established due date which will be approximately thirty (30) days after notice or billing of the same to the members at the last known address and that thereafter the Association shall have a lien on the real property of such owner within the subdivision for and by reason of the failure to pay such assessment together with the late charges, penalties and cost of collection thereof.

## **ARTICLE XI. COMMITTEES**

**SECTION 1. STANDING COMMITTEES.** The President of the Association may appoint Standing Committees. The President is an ex-officio member of all Committees.

**A. Standing Committee** chairpersons will serve for one year.

**B. A Board member** must serve as the Chairperson or Board Liaison of each Standing Committee.

**C. Standing Committee** chairpersons will be called upon to report on the activities of their committee at each Board meeting and at the Annual Meeting of the Association.

**D. Standing Committees** shall include but not be limited to the following committees: Amenities, Architectural Compliance, Capital Reserve Review, Finance, Roads, Security and Safety, Real Estate, Public Relations, Administrative and Long Range Planning.

**E. Standing Committees**, other than listed in paragraph D above, may be added, eliminated, or combined as desired by the Board.

**SECTION 2. OTHER COMMITTEES.** The Board of Directors may appoint such other committees as it deems proper for the functioning of the Board or the Association.

**SECTION 3. POWERS OF COMMITTEES.** The Board shall determine the duties and powers of each Committee. Each Committee is responsible to the Board for its functions. The Board shall ensure that Operating Policies exist to define the duties and authorities of all Standing Committees.

**SECTION 4. SPENDING AUTHORITY.** Each Committee Chairperson has authority to spend budgeted uncommitted funds as follows:

**A.** The Board member responsible for a Committee (Chairperson or liaison to the Committee) may authorize and approve all such individual or one-time expenditures up to and including \$500.00 of budgeted operating funds for use by said Committee.

**B.** Individual or one-time expenditures of \$500.01 to \$1,000.00 must be approved by at least two members of the Administrative Committee before expenditure is made.

C. Individual or one-time expenditures in excess of \$1,000.00 must have prior approval of the Board of Directors before making any commitment or offer to purchase.

D. Expenditures from the capital reserve fund in excess of \$10,000 or commitments for Association indebtedness for capital expenditures in excess of \$10,000 must have prior review and comments from the Capital Reserve Review Committee. The Board of Directors must grant final approval before the expenditure or indebtedness is made.

**SECTION 5. RESERVATION ACCOUNTS.** Purpose: Budget carryover to subsequent years for larger efforts may be enacted by a majority vote of the Board of Directors.

A. A "Roads Committee Reservation Account" has been enacted (effective 2005) for offsetting road maintenance consistent with the above purpose.

B. Special accounts for any other committees may be enacted for offsetting other accounts consistent with the above purpose.

## **ARTICLE XII. RENTAL OF PROPERTY**

### **SECTION 1. PROPERTY OWNER RESPONSIBILITY**

A. Use of homes in timeshare programs or primarily as a rental home is prohibited by the Covenants. See Part III, Section 1 (C).

B. Rental of homes by Property Owners not in good standing with the Property Owners Association is prohibited.

C. Property Owners may decide to rent their home, provided such rental is in accordance with the Covenants and these Bylaws. Such rental must be approved by the Association before any occupation is made by any person. Any Property Owner desiring to rent a home shall complete the Owner's Rental Registration Form (provided by the Association) and shall provide the information required, including:

1. The name of the owner of the home to be rented;
2. The lot number and address of the home to be rented;
3. The name and telephone number of the owner or other person who shall be responsible to the Association for the compliance of the tenant with these Bylaws and other rules and regulations established.

4. A signature of the Owner that he or she is aware of the requirements of the Covenants, Bylaws and Board Operating Policies of the Association and will abide by them.

D. The Property Owner shall advise any Tenant of the provision of the Covenants, Bylaws and Board Operating Policies of the Association that pertain to use of the home by the Tenant. Such owner shall at all times insure that any Tenant is at all times in Compliance with the Covenants, Bylaws and Board Operating Policies of the Association.

### **SECTION 2. TENANT RESPONSIBILITY**

A. All Tenants shall comply with the Covenants, Bylaws and Board Operating Policies of the Association that pertain to use of the home by the Tenant.

B. A Tenant shall complete and submit to the Association a Rental Application at least five working days prior to the occupation of any home by the Tenant. Such application shall be accompanied with a rental fee (in an amount to be determined by the Association Board of Directors), which the Application shall include the following:

1. The name of the owner of the home to be rented;
2. The lot number and address of the home to be rented;



3. The name of a person who will be occupying the home who shall be responsible for the compliance with the Rules applicable to Rentals;
4. Names of all persons who will occupy the Rental;
5. Beginning and ending dates of the rental period of the home;
6. Tenant's vehicle, make, model and license number;
7. A signature of the Tenant that he, she, they have been advised of the requirements of the Covenants, Bylaws and Board Operating Policies of the Association and will abide by them.

### **SECTION 3. RESTRICTIONS UPON TENANT(S)**

**A.** Tenants who are eligible for Associate Membership (see Article III, Section 1) will be permitted to use Association amenities.

**B.** Tenants who do not meet the eligibility requirements for Associate Membership are not eligible to use the amenities and are prohibited from using them.

**C.** The number of people occupying a rental home is limited to two persons per bedroom, not counting children under the age of twelve.

### **SECTION 4. ENFORCEMENT**

**A.** Property Owners who are found to be in violation of the Covenants, Bylaws and Board Operating Policies of the Association will be subject to the Remedies set forth in Part VII of the Covenants. The Board of Directors may suspend privileges, prohibit the use of the home as a rental, assess claims, and/or take such other action as may be appropriate. Owners shall be liable for actions of Tenants of their homes who do not comply with the Covenants, Bylaws and Board Operating Policies of the Association.

**B.** Tenants deemed to be in violation of Covenants, Bylaws and Board Operating Policies of the Association may be denied access to Chickasaw Point subdivision, denied access to amenities, ejected from Chickasaw subdivision or subject to other appropriate action.

## **ARTICLE XIII. FISCAL AND MEMBERSHIP YEAR**

**SECTION 1. FISCAL YEAR.** The fiscal year of The Chickasaw Association, Inc. shall be the calendar year.

**SECTION 2. MEMBERSHIP (ASSESSMENT) YEAR.** The membership (assessment) year shall be May 1 through April 30.

## **ARTICLE XIV. PARLIAMENTARY RULES**

**SECTION 1. PROCESS.** Roberts Rules of Order shall serve as the standard of parliamentary procedure for all meetings of the Association.

**SECTION 2. CONFLICTING PROVISIONS IN WRITTEN DOCUMENTS.** In the resolution of conflicting statements in Association documents, the following order of precedence should be used:

- A. The Articles** of Incorporation of Chickasaw Association (April 7, 1971);
- B. Chickasaw Point** Covenants and Restrictions as amended;
- C. Bylaws** of the Chickasaw Association, Inc.
- D. Board Operating Policies.**

**SECTION 3. INVALIDATION.** Invalidation of any of these Bylaws by judgment of court order or otherwise shall in no way affect the application of such provisions to other circumstances or any other provision of these Bylaws which shall remain in full force and effect.

#### **ARTICLE XV. AMENDMENTS**

These Bylaws may be amended by a majority vote of the Board of Directors after readings of the proposed change are held at two consecutive regular meetings of the Board. The proposed change must be posted two weeks prior to the second reading.

IN WITNESS WHEREOF, Chickasaw Association, Inc., by its duly authorized officer, have executed these Bylaws upon the effective date herein noted.

Witnesses:

Michael [Signature]  
Lisa R. Rose

CHICKASAW ASSOCIATION, INC.

By: [Signature]  
Secretary

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF OCONEE            )

PROBATE

Personally appeared before me the undersigned witness and made oath that he/she saw the duly authorized officer of CHICKASAW ASSOCIATION, INC. sign the Instrument, and the said Corporation, by said Officer, seal that Instrument, and as its act and deed, deliver the same for the uses and purposes therein mentioned, and he/she, with other witnesses subscribed above, witnessed execution thereof.

Michael [Signature]  
Witness

SWORN TO BEFORE ME THIS

14<sup>th</sup> day of July, 2021

[Signature]  
Notary Public for South Carolina

FILED OCONEE COUNTY, SC  
ANNA K. DAWSON  
REGISTER OF DEEDS  
2021 JUL 15 AM 10:47

