

BYLAWS OF
CHICKASAW ASSOCIATION, INC.

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**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 Mutual Benefit 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~~benefit of Chickasaw Point property owners.

ARTICLE II. DEFINITIONS

When used in these Bylaws, any capitalized terms used but not defined in these Bylaws shall have the meanings given them in the Amended Declaratory Statement of Covenants and Restrictions to run with the land within Chickasaw Point.

- A. 'Articles of Incorporation'** means the documents filed with the Secretary of State of South Carolina that establish the existence Chickasaw Point as a Mutual Benefit Non-Profit corporation.
- B. 'Association'** means the Chickasaw Association, Inc., a Non-Profit Mutual Benefit South Carolina Corporation, and is the Property Owners' Association of Chickasaw Point Subdivision.
- C. 'Assessable Unit'** means any platted Lot within the subdivision or any similar Unit resulting from merger whether developed or not.
- D. 'Board'** means the Board of Directors of Chickasaw Association, Inc.
- E. 'Bylaws'** means the Bylaws of the Association.
- F. 'Subdivision'** means Chickasaw Point Subdivision as shown on those plats recorded ~~at Plats~~ follows:

Russwood of S.C., Inc. was succeeded by Hartwell Properties, Inc., and subsequently Chickasaw Association, Inc., a Non-Profit Property Owners Association by an instrument dated September 20, 1982 and recorded in Book P-34,14-y at page 57Page 138 on October 15, 1982.

Subsequent supplements and amendments to this declaration statement have been recorded in Plat Book P-48 at page 93 on December 2, 1981; and in Deed Book 15-A at page 174 on December 17, 1982; and in Deed Book 622, 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. 1 on June 29, 1990; and in Deed Book 950, at page 42 on December 17, 1997; and in Deed Book 1165 at page 24 on August 2, 2001; and in Deed Book 1485 at page 50 on March 2, 2006; and in Deed Book 1627 at page 44 on November 9, 2007; and in Deed Book 2100 at page 237 on April 24, 2015; and in Deed Book 2687 at page 323 on May 19, 2021; and in Deed Book 2865 at page 207 on October 10, 2022; and in Deed Book 2902 at page 166 on February 6, 2023; and in Deed Book 3047 at page 272 on March 1, 2024.

In 1994, the State of South Carolina designated Chickasaw Point Subdivision as a Significant Community.-

F.G. 'Delinquent' means ~~being in arrears in annual or special Association assessment payment having a negative account balance with the Chickasaw Point POA for more than 30 days after the due date or longer.~~

H. 'Owner' means:-

~~1. Any any person, organization, business corporation or other concern legal entity, other than the Association, who holds fee simple title, title by tax deed, Sheriff's Deed of Title, or title by any other judicial deed, grant or conveyance, to any lot; and/or~~

~~2. Any any person or legal entity who has contracted to purchase fee simple title any lot pursuant to a lot under-written agreement, in which case the Seller under said agreement, Title shall cease to be the Owner while said agreement is in effect; or include, but not be limited to, title obtained through contracted sale, sheriff's sale, tax sale, sale by the direction 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. bankruptcy trustee, devise and descent, gift or by quit claim deed.~~

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

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

K. '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 is not Delinquent, as defined in this document;~~ and ~~Members~~ whose rights have not otherwise been suspended.

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

~~L. L. 'Amenities' 'Rental' or 'Lease' may be used interchangeably within this document and are considered to have the same meaning, herewith. 'Rental' means any exclusive occupation of a Lot for any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.~~

L.M. 'Amenities' means common areas and/or recreational facilities serving the Members, as authorized by the governing documents. This includes, but is not limited to: the pool, boat ramp, clubhouse ramps, Overlook, community center, dog park, tennis courts, picnic areas, playground, campground and dry-dock.

M.N. '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, MEMBERSHIP~~

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, (and spouse, or if unmarried, one significant other), or by a corporation or other legal entity, only one individual, and spouse, shall be entitled the designated Owner, for purposes of voting and to Regular Membership, bear ultimate financial responsibility for the Lot. In this case, the remainder of the joint owners shall certify to the Board, in writing, the name(s) of the individual to be entitled to Regular Membership, designated as Owner. This certification shall be signed by all co-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 shall be considered the Board-~~

~~3. designated Owner. 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~~Members must furnish the address to which the Statement of Assessment and Annual Meeting notification is to be mailed. ~~Regular members and~~ must also furnish an email address to which all Special Meeting notices will be emailed.

B. ~~Regular Members~~Lot co-owners, if applicable, 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.~~

C. Members shall adhere to all Covenants and Restrictions, and 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~~ and Lot co-Owners, as defined in Section 1 above, who are in good standing with the Property Owners Association and Tenants approved by Chickasaw Point. Members may allow their guests to use the facilities and amenities. Guests shall be defined as friends, acquaintances, etc. who are visiting with ~~residents~~ Lot Owners in their homes or accompanying non-resident ~~property owners~~ Lot Owners during their visit. ~~Persons using a member's home on a commercial basis~~ Tenants 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,~~ any future rules promulgated from time to time by the Board of Directors. All applicable laws must be adhered to, including those related to the consumption of beer, wine and alcohol.

B. ~~By suitable provision in the Board Operating Policies, the~~ Private functions. The Board may permit ~~Regular~~ Members in good standing 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~~ Member shall be entitled to a hearing of the Board at the earliest reasonable date to determine whether suspension under this Section C is warranted.

Member access to records. A member is entitled to inspect and copy, at a reasonable time and reasonable location specified by the Association, the books and records of the association, provided the member gives the association written notice at least five business days before the date on which the member wishes to inspect and copy the records. The member must also state with specificity the purpose of the request, the request must be considered reasonable and lawful, and the documents to be examined must be directly relevant to the stated purpose. Any documents or communications containing personal and/or financial information regarding individual members are not available. A member may only inspect and request copies of the following documents:

- Articles of Incorporation;
- Bylaws, or restated bylaws, and all amendments to them currently in effect;
- resolutions adopted by the Board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members, or any class or category of members;

- the minutes of all meetings of members and records of all actions approved by the members for the past three years;
- written communications addressed, collectively, to all members within the past three years;
- financial statements for the past three years;
- a list of the names and home addresses of its current directors and officers.
- the membership list, with mailing addresses, may be made available, however, the email addresses of the members are considered private information and will not be disclosed;
- minutes of all meetings of Members and the Board of Directors;
- records of all actions taken by the Members or Directors without a meeting;
- a record of all actions taken by committees of the Board of Directors

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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~~ Lot. The designated Owner shall be certified to the Board in writing by all co-owners or the Corporate Secretary at least 30 days prior to the mailing of Ballots for any issue or the vote ~~of the owners for that Lot~~ 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 ~~EFFECT ON VOTING RIGHTS-~~

A. Automatic suspension. Membership and all membership rights, including voting 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 ~~or Regular and Associate Members of the Association, except for voting rights,~~ 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

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 in good standing representing a number of ~~lots~~votes equal to 30%, or greater, 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 in good standing representing a number of ~~lots~~votes equal to 30%, or greater, of the eligible votes cast in the last annual election. Each owner has one petition signature for each Lot assessed, whether developed or undeveloped. 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 at least 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 Part VIII, Section 2022 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 an individual person, having reached the age of twenty-one years, or more, and in good standing with the Association. In addition, candidates must also be an Owner of a Developed Lot, which has been their primary residence for at least one year, and is in good standing of with the Association who have reached the age of majority. Primary residence shall be evidenced by driver's license, South Carolina Homestead status, or other government-issued documentation.

SECTION 4. NOMINATION AND ELECTION-

Nominations for election to the Board of Directors shall be made by a Nominating Committee of seven (7) members of the Association and shall open to any qualified candidates, as defined in ARTICLE V, DIRECTORS, Section 3. QUALIFICATIONS. The call for qualified applicants will be distributed to the entire POA Membership via electronic or regular mail communication, no later than one hundred twenty (120) days prior to the date of the annual election of Directors. A Committee 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, and chaired by the President. This Committee will oversee the number of candidates selected to fill the slate, as outlined in Article V, Section 4 (B) outlined below. 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 committee 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.

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

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 Lot 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~~ any member in good standing, 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 in good standing, 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 ~~OF THE BOARD~~

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 on the Chickasaw Point website.~~

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,~~ a location designated by the Board and listed within the Notice sent to all Members.

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~~all 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. Any, or all, of the foregoing actions may be performed by the Board, or its agents and representatives, without notice to the Members nor a special meeting, when the matter pertains directly to collection of delinquent Member accounts.~~ ~~For all other~~ potential property transactions where the value of the property is greater than \$~~1025,000.00~~, ~~Association members~~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~~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 the Covenants and Restrictions and further authorizes the Board to take corrective action when owners fail to perform, including the levying of ~~charges~~ fines 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. Legal action will be initiated after 90 days of noncompliance, with the offending Owner liable for all attorney fees, court costs, and other associated expenses. See Article X, Section 5.

~~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.~~

D. Fines. A master listing of Fines and the dollar amount associated with each shall be maintained in the General Manager's office. Fines assessed against a Lot and/or Lot Owner will be posted as a charge to the Lot Owner's account. Fines left unpaid for 90 days, or longer, will result in legal action to collect a debt. A lien will be placed upon the Lot and the Owner will be responsible for all expenses of collection, including, but not limited to: attorney fees, court costs, publication expenses, and interest.

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

~~E.F. Establish~~ the means and methods of collecting assessments, ~~to~~comprehending all means available under South Carolina law, including foreclosure proceedings, if necessary. To levy penalties for late payment of assessments, and to establish procedures for installment payment of the annual assessment, if approved. 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.

~~F.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.

~~G.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 ensure that such staff is provided with the necessary equipment, supplies, materials and outside services to satisfactorily fulfill their job requirements.

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

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

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

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

H.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.

H.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.

H.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.

H.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 reelected 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-Presidents 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. NEW HOMEOWNER ASSESSMENT

Any Member intending to sell a Developed Lot within Chickasaw Point is strongly urged to contact the POA office, prior to placing it for sale or completing any "seller disclosure" forms. There is a capital pay-in charge assessed against all purchasers of a Developed Lot within Chickasaw Point, which generally must be listed as a disclosure. Members who purchase an Undeveloped Lot, and subsequently have a house built on that Lot, are subject to this charge at time of issuance of the Certificate of Occupancy. This charge is waived under both of the above conditions, if the purchaser already owns a Developed Lot within Chickasaw Point.

SECTION 3. COLLECTION

Assessments and other charges levied by the Board shall be paid on or before the date, or dates ~~fixed, established~~ by the Board. Any assessments, ~~finer~~, or billings for goods or services which are not paid within 30 days after the due date shall be deemed ~~delinquent~~ Delinquent.

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SECTION 43. LATE CHARGES ON DELINQUENT ASSESSMENTS.

On the first day of each quarter a ~~ten~~fifteen dollar (~~\$10~~15.00) late penalty shall be added to each delinquent assessment on unimproved ~~lots~~Lots and a ~~twenty-five~~thirty dollar (~~\$25~~30.00) late penalty shall be added to each delinquent assessment on improved ~~lots~~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~~thirty~~ \$30.00) dollars on unimproved ~~lots~~Lots and to ~~fifty~~sixty dollars (~~\$50~~60.00) on improved ~~lots~~Lots.

SECTION 54. POSTING DELINQUENT MEMBERS

At the discretion of the Board, members ~~whose~~whose assessments or other outstanding debts are delinquent may be published in an appropriate manner.

SECTION 65. LEGAL RECOURSE

Each property owner shall be personally liable for such fees, charges, costs and assessments contemplated by the Covenants and/or imposed pursuant to the Association's Bylaws, as amended from time to time. Should a property owner fail to pay the Association may pursue, within thirty (30) days after any legal means to such fee, charge, cost or assessment becomes due, the Board shall have the right to file notices of lien and lis pendens against subject properties, and the Association shall have a lien on such property for the payment of such sum, together with the late charges and interest in accordance with the Association's Bylaws. The Board shall have the right to assess, bill and collect its assessments, interest and late charges, to institute legal proceedings and to enforce such rights to the full extent and in the manner permitted by the laws of the State of South Carolina, including the right to charge and collect all necessary attorney fees, court costs and other collection expenses, necessitated by such delinquency. Any person who acquires any Lot or Parcel within the Subdivision, irrespective of how such lot is acquired, whether by conveyance, inheritance, gift or any other method, shall, at the time the title is acquired, be bound by the Covenants and shall be personally liable for and shall pay all fees, assessments, and other charges due to the Association as shown by the books of the Association or as shall become due at the end of the fiscal period in accordance with the provisions of the Covenants and provisions of the Association Bylaws, as either or both may be amended from time to time.

SECTION 76. LIENS

Assessments and payment of fines 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 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,~~ legal expenses and all costs 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 ~~-, thereby satisfying the requirement of the South Carolina Non-Profit Corporations Act, which requires two Board members per committee.~~

- 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 those 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~~**RESERVE ACCOUNTS** ~~Purpose: Budget carryover.~~

A. ~~A "POA ROADS ASSESSMENT" was added to subsequent years for larger efforts may be enacted by a majority vote. Developed lots' annual assessments in 2017 and added to Undeveloped lots' annual assessments in 2023. These assessments are to be adjusted annually as part of the Annual Budget process by the POA 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~~Other special accounts currently exist and special accounts for any other ~~committees purpose~~ may be enacted ~~for offsetting other accounts consistent with by~~ the ~~above purpose~~Board.

ARTICLE XII. RENTAL OF PROPERTY

SECTION 1. PROPERTY OWNER RESPONSIBILITY

~~A.~~ ~~A. Use of homes in timeshare programs or primarily as a rental home is~~ Rentals of any type that are less than 90 days in duration are strictly 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.

~~B.C.~~ For Long-Term rentals, review the full requirements in the Covenants, Part III, Section C.

~~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. ~~RESTRICTIONS UPON TENANT(S)~~ **TENANT RESPONSIBILITY**

~~A.~~ All Tenants shall comply with the Covenants, Bylaws and Board Operating Policies of the Association that pertains 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.-~~

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~~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.~~

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

~~B. No more than 3 unrelated adults, and their legal spouses if applicable, may be tenants within the same Lot.~~

SECTION 4. ENFORCEMENT

~~A. A Property Lot Owners who are found to be in violation of the Covenants, and/or Bylaws and Board Operating Policies of the Association will be subject to the Remedies set forth in Part ~~VI.C.4~~ 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, and/or Bylaws and Board Operating Policies of the Association.~~

~~B. Tenants deemed to be in violation of the Covenants, and/or Bylaws and Board Operating Policies shall be deemed as acting on behalf of the Association may be denied access, and with the full knowledge of, the Lot Owner. Therefore, all methods of penalty and enforcement contained within the Covenants or these Bylaws shall be fully applicable to Chickasaw Point subdivision, denied access to amenities, ejected from Chickasaw subdivision or subject to other appropriate action, the Lot Owner.~~

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-SEPARABILITY~~

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-REVISIONS~~

These Bylaws may be ~~amended~~revised by a majority vote of the Board of Directors after readings of the proposed changes are held at two consecutive regular meetings of the Board. The proposed changes must be posted on the Community Website at least 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:

CHICKASAW ASSOCIATION, INC.

By: _____

Secretary

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF OCONEE)

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.

Witness

SWORN TO BEFORE ME THIS

_____ day of _____, 2024

Notary Public for South Carolina

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