



**BY-LAWS OF
POCALLA SPRINGS HOMEOWNERS ASSOCIATION**

Final Version: May 14th, 2018

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CERTIFICATION

NAME AND LOCATION. The name of the Corporation is 'POCALLA SPRINGS HOMEOWNERS ASSOCIATION,' hereinafter referred to as the "Association." The principal office of the corporation shall be located in Sumter County, South Carolina. The meetings of members and directors may be held at such places within the State of South Carolina, County of Sumter, or as may be designated by the Board of Directors.

ARTICLE I – DEFINITIONS

Section 1. BY-LAWS: The definitions contained in the "By-Laws" are incorporated by reference herein. This shall mean and refer to the *By-Laws of Pocalla Springs Homeowners Association* in whole and will be approved concurrently as well as thereafter duly recorded.

Section 2. PROTECTIVE COVENANTS: This will refer to the original "Protective Covenants and Conditions for Pocalla Springs" Document filed with Sumter County. This document has been timestamped with a 12/17/2012 date, and will be effective concurrently with these By-Laws until otherwise.

Section 3. HOMEOWNERS: Shall be the person(s) who are stated on the deed of the Lot as being the "Homeowner(s)." Also can be referred to as "Owner(s)."

Section 4. DECLARANT: "Declarant" shall mean and refer to Dunlap Properties Limited Partnership, and its successors and assigns.

Section 5. PROJECT: Within these By-Laws, the "Project" will refer to any and all properties within the area of "Pocalla Springs Homeowners Association."

Section 6. ASSOCIATION (HOA): "Association" shall mean and refer to The Pocalla Springs Homeowners Association Incorporated, (Pocalla Springs HOA or HOA herein) its successors and assigns. Said Association has or will be incorporated as a non-profit corporation and its officers shall be elected and operate said Association in accordance with the Protective Covenants and its By-Laws.

Section 7. ARCHITECTURAL REVIEW COMMITTEE (ARC): Architectural Review Committee, ARC, Architectural Review Board, and ARB shall mean the Architectural Review Committee and shall all be synonymous. The architectural review committee shall be composed of three (3), or more, representatives appointed by the Declarant who will review and who MUST approve all such plans and specifications as set forth. The initial ARC members shall consist of Tyler B. Dunlap, Jr., Deena Mark, and Louis Tisdale and any such successors, or additional members, as a majority of said members, or the Declarant shall appoint.

Section 8. OFFICER/DIRECTOR: "Officer" and "Director" shall be synonymous with each other, and as such will refer to a member of the Association who has been elected to hold a position on the Board of Directors therein. More specifically an "Officer" will refer to the additional Board of Director positions outside of the President and Vice President, as these positions will be justified as needed.



Section 9. APPLICABILITY: Application of these Rules, By-Laws, and Protective Covenants will be for all present/future Owners, tenants/future tenants, employees thereof, or any other person who might use the facilities in any manner. All are subject to the regulations set forth in these By-Laws and any governing documents of the Association. The mere acquisition or rental of any of the Lots within the Project or the mere act of occupancy of said Lots will signify that these bylaws are accepted, ratified and will be complied with.

ARTICLE II – HOA MEMBERSHIP, VOTING AND VOTING MAJORITY

Section 1 - HOA MEMBERSHIP: Every owner(s) of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or property which is subject to assessment.

Section 2 - VOTING: The Association shall have two classes of voting membership:

Class A. The Class A members shall be each owner(s), with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds ownership of any lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast per lot.

Class B. The Class B member shall be the Declarant and shall be entitled to fifteen (15) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership (1 vote per lot) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

Section 2A. VOTING PROCESS: Member(s) voting rights are based on the voting class type each maintains by definition above. The Association shall be entitled to presume that any ballot tendered by any Owner, when multiple Owners exist, was the result of an agreement by all other Owners. If conflicting ballots are cast by multiple Owners of a Lot, no votes will be counted for that Lot.

Section 2B. SUSPENSION OF MEMBER'S RIGHTS/FINES: Members are subject to suspension of member rights when their assessment payments fall delinquent (more than 30 days after invoice), do not keep in accordance with their payment plan, or are found in violation of these By-Laws and/or the Protective Covenants. Suspensions can include but are not limited to voting rights or use of any recreational facilities held within the Project. Fines can also be assessed to an Owner for noncompliance, delinquency fees/payments, or for any violations of the By-Laws and/or Protective Covenants.

Refer also to the Protective Covenants [Article II, Section, C] for the limitations and notice provisions relating to suspensions of membership.

Section 3 - VOTING MAJORITY: As used in these By-Laws, the term 'Voting Majority' shall mean those entitled to vote, who are present at an HOA Meeting, where a public vote was needed to be cast for action. During such an HOA meeting, a voting majority will be fifty-one percent (51 %) of the total



votes counted. The voting majority will also apply to the Board of Directors for any actions they will vote on, and concurrently will be 3 out of 5 Directors or the equivalent to meet or exceed fifty-one percent (51%) when more than 5 Directors are present. If at any time the Board of Directors is an even number, the acting President will reserve their vote. In lieu of using any Proxy*, digital ballot voting will be acknowledged by the Pocalla Springs Homeowners Association and fit specific requirements. Emailed votes will only be valid for the day during which the announced meeting occurs until the conclusion of that HOA Meeting and will need to be coordinated per Owner to the Association for accountability of each ballot no less than seven (7) days prior to the announced vote. The date of record for all votes will be the same day for which the announced HOA Meeting occurs. In case of a tie in votes, both in-person and emailed, a re-vote will be forced until a voting majority or the mandated amount required has been reached. The re-vote meeting will be immediately announced upon verification of all tallied votes.

EXAMPLE: If there is a vote at an HOA Meeting held on 15 March between 5:30pm-7p.m., Owners need to express via email to the Association and request a digital ballot to receive a ballot by 05 March. Only then, those votes emailed that day with a timestamp prior to conclusion (By 7p.m. on 15 March 18) will be considered a valid vote. The Association will keep accountability of ballots emailed and will be counted as such stated above.

Reference for Proxy is in the Protective Covenants [Article IV, Section 4] for more information.

ARTICLE III – TYPES, NOTICE, AND ACTIONS AT MEETINGS OF MEMBERS

Section 1 - GENERAL MEETINGS: General meetings will be held bi-annually for all the members each calendar year at a time and place indicated within the notice described in Section 4 below. These meetings will also serve as times during the year to conduct any nominations or elections of new Directors being placed on the Board of Directors, when needed. No actions outside of the announced agenda or subject may be taken at a general meeting that does not fall within the purpose stated on the meeting notice.

Section 2 – SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President, Vice President, a majority of the HOA's Board of Directors (3 or more), or when at least 5% of the association warrant such for a specific action. A special meeting shall be called to address any specific subject, unless the subject of the meeting is a dispute which is resolved prior to the date set or the subject is not for a lawful purpose. No actions outside of the announced agenda or subject may be taken at a special meeting that does not fall within the purpose stated on the meeting notice.

Section 3 – QUORUM: The presence at any General and Special meeting for members or Open and Closed meeting for the Board of Directors, entitled to cast a vote shall constitute a quorum for any action unless otherwise provided in the Articles of Incorporation, the Protective Covenants, these By-Laws, or by South Carolina law. Whenever a quorum is present, a majority of the voting interests (51%) shall decide any action brought before the membership unless a different percentage of approving votes is required for the specific act under the stated Articles of Incorporation, the Protective Covenants,



these By-Laws, or by South Carolina law. In those cases, the specific requirement under that section will be the mandate to decide. For increases and special assessments the mandate is 2/3rds (66%) vote.

Refer also to the Protective Covenants [Article IV, Section 3: A/B/C and Section 4] for Maximum Annual Assessments and Special Assessments.

Section 4 - NOTICE OF MEETINGS: Notice of each meeting (general/special) of the members shall be given at the direction of the Secretary or a person of the Board of Directors authorized to issue notice of a meeting. This notice can be written, emailed, mailed, or announced on the Facebook group/page as well as any combination thereof for the widest dissemination. All meetings will have an agenda announced to expedite each meeting and will also be included in the notice. Subjects may be added to the agenda but may not be changed within seven (7) days of the announced meeting. No notice for any meeting (general/special) will be made less than fourteen (14) days to. The notice shall specify the agenda, location, date, time, and type of said meeting. Notice of any meeting (general/special) shall be deemed received twenty-four hours (24hrs) after when delivered directly to the member's address, first-class mailing, emailed, announced via Facebook group/page, or combination thereof.

Section 5 - CONDUCT OF MEETINGS: All membership meetings shall be conducted using [Robert's Rules of Order](#) and with the utmost respect to every member to include those serving on the Board of Directors. The order of business for all meetings shall be as follows:

- 5A: Attendance of the Board of Directors/Members;
- 5B: Attendance of any mandatory Officer(s)/Committee Head(s);
- 5C: Proof of notice of meeting or waiver of notice;
- 5D: Review of minutes from the previous meeting;
- 5E: Unfinished business;
- 5F: New business;

Section 6 - ACTION WITHOUT MEETING: Any action, which under the provisions of the South Carolina Corporations Code, at a meeting of the Owners may be taken without a meeting. However, this must be in writing and signed by all of the Owners and the signed petition will be filed with the Secretary of the Board of Directors.

Section 7 – MINUTES OF MEETINGS: Minutes shall be recorded at all meetings, and will be available for review by Owners within thirty (30) days after in draft, summary or final form. Owners are to receive notice of the availability of the Minutes by any form of notice listed prior above (Article III, Section 4).

ARTICLE IV – BOARD OF DIRECTORS AND TERMS OF OFFICE

Section 1 – BOARD OF DIRECTORS: The affairs of this HOA shall be managed by a Board of Directors, minimum of five (5) in number, who are members of the Association. No two family members (related by blood or marriage) shall serve on the Board at the same time. Every Director will understand



that their position is voluntary and as such cannot be compensated for any service he/she may render to the HOA within his/her capacity assigned as a Director. However, any Director may be reimbursed for required expenses incurred in performance of their duties that have been documented and approved prior as a needed expenditure by the Board of Directors. HOA of Sumter, or its' successors, will receive requests for reimbursement to document expenditures for both parties.

Section 1A. NOMINATION OF DIRECTORS: Nomination for positions on the Board of Directors shall be made by one of two ways:

- 1) *Nominating Committee* - The Nominating committee (if available) will consist of one HOA Board appointed Chairman/Committee Head, who may also be a member of the Board of Directors, and at least two others members within the Association. Those chosen by the Board of Directors will be announced prior to an election. The Nominating Committee will identify as many individuals that would seem willing to sit on the Board of Directors and be of sound judgement. Even though these positions are voluntary, we need those who will help move the community forward.
- 2) *Floor Nomination* – When an HOA Meeting has been called for nominations of new members to the HOA Board of Directors, members can be nominated from the floor. Once two or more members are willing to nominate/endorse an individual for the Board of Directors, that individual will be considered for election to either any vacant seat or a position of choice that is needing a replacement on the Board of Directors. The member nominated will then need to be 'current' to keep eligibility.

Section 2 - TERMS OF OFFICE: The initial board will serve a term of two (2) years, unless resignation occurs during this time or a removal from the board has been requested from the members. After the initial board has served their terms, the successive Director(s) shall serve one (1) year terms. For each respective Director(s), the expiration term of office will be when their replacement has participated in their first meeting. At that moment, the transfer to the new Director member will be considered complete. If any military member (active duty or reserves) serves as a member of the Board of the Directors, they will be afforded every chance to continue to participate in their capacity. Upon notification of either PCS, ETS (separation, medical, or retirement), TCS, Deployment, or an extended TDY (30+ days), the military member must notify the President of the Board of Directors. At that time, a judgement will be made if continued participation is feasible. If not, the military member can immediately resign from their position, transfer their position of authority to their significant other (Co-Owner of Lot only), be removed by a voting majority of the Board of Directors, or be transferred to a better suited position by a voting majority of the Board of Directors.

Section 2A. REMOVAL: The entire Board of Directors, or any individual Director, may be removed from office when his/her removal is approved by a voting majority of the members of the Association. Any Director whose removal is proposed shall first receive a chance to address the membership at the general meeting called to which their removal vote will occur. Any finalized vacancy created by removal shall be filled immediately, when possible. A separate nomination and election general meeting will then need to occur to fill the seat. Only exception to this rule will be if it is not



possible to immediately fill the vacancy due to either no nominations or no member is willing to volunteer to fill. In between the vacancy and the election to fill the seat, a unanimous vote of the remaining Board of Directors will need to occur and be documented with the Secretary stating that the Board will share the duties of the individual until the said vote can be completed.

Section 2B. VACANCY: If any Director is absent for three (3) consecutive Board meetings without notification or proof of reason, that Director forfeits his/her right to remain on the Board. This will force the Director in question to provide their resignation, and the remaining Board members may declare the position vacant. The remaining Directors may then choose a successor by special election from the Board of Directors, to serve out the remainder of the term for the Director who forfeited their position on the Board due to failure to regularly attend Board meetings. If no successor is available to choose or is known by special election from the Board of Directors, then a separate nomination and election meeting each will need to occur to fill the vacant seat.

Section 2C. RESIGNATION: If at any time a Director is found unfit to serve in the same capacity due to medical or illness, military issues (reasons stated in Section 2 above), or any outlying reason(s) that affects their ability to serve the Board, than that Director can choose to resign from their position forcing a vacancy. If at any time a Director is incapacitated, unconscious, or injured to the extent of no response than their significant other or next of kin will reserve this right for the individual.

Section 3 – COMPENSATION: No Director shall receive compensation for any service he/she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors.

ARTICLE V – ELECTIONS FOR THE BOARD OF DIRECTORS

Section 1 – ELECTIONS: Election to the Board of Directors shall be by secret ballot. Since the initial Board of Directors was established in March of 2018, all subsequent elections will occur during March of the calendar year (As stated in Article 4, Section 2) unless a removal or vacancy occurs prior. A nomination general meeting will need to occur in February of the same year to identify eligible candidates. Only candidates that are 'Current' on their HOA Fees to HOA of Sumter, or its' successor, will be valid for elections. During the nomination general meeting, if a minimum of 5 new Directors are not nominated, than currently serving board members, in good standing, will be offered to be eligible for re-election to a new term of one (1) year. Board members who option-in and are voted to stay on Board of Directors, may serve another term provided that those re-elected Directors hold a different office than previously. Only the valid candidate(s) will be voted on, and those five (5) receiving the largest number of votes shall be elected to the Board of Directors. In the event five (5) nominations are not available still, after offering the current Board, then basic oversight and maintenance will revert to HOA Services of Sumter, or it's successor, until such a time a full board can be voted in. The maximum time for a member to serve on the Board of Directors will be five (5) consecutive years.



ARTICLE VI - MEETINGS OF THE BOARD OF DIRECTORS

Section 1 - OPEN MEETINGS: Open Meetings of the Board of Directors and HOA members shall be held quarterly at an agreed time, location, and day by the Board of Directors. Notice of at least forty-eight (48) hours shall be given to each Director, prior to any open meeting.

Section 2 - CLOSED MEETINGS: Closed Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, no less than seventy-two (72) hour notice shall be given to each Director.

Section 3 - EMERGENCY MEETINGS: In any situation where action is needed and either a General or Special meeting will not suit the purpose, the Board of Directors may handle the action as follows:

The Board Member/Director first notified shall contact each and every other Board Member, and will call a meeting at the earliest possible time within reason. If insufficient Board Members are available, the same Board Member/Director shall attempt to get a "consensus" from each member of the Board of Directors. The "consensus" shall determine what action is to be taken, and shall be the subject of a request for ratification at a later Board meeting. The contact person shall make every possible attempt to achieve at least a "majority consensus" before taking any action.

Section 4 – QUORUM: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held open or closed meeting at which a quorum is present shall be regarded as the act of the Board.

Refer also to Article III, Section 3 – definition/info for Quorum

Section 5 - WAIVER OF NOTICE: Before, during, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting or may waive notice by written approval of the Minutes. Such a waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 6 - ACTION WITHOUT MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all or a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors so long as reasonable attempts were made to contact all Directors prior to.

Section 7 - MEETINGS AVAILABLE TO MEMBERS: All open meetings of the Directors shall be available to all Members of the Association; provided, however, that Members who are not Directors, may not participate in any deliberation or discussion unless authorized by the Board.

Section 8 - EXECUTIVE SESSION: The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting pertaining to personnel matters, litigation or pending litigation, matters within the attorney/client privilege, and/or matters of a particularly sensitive nature involving



rights to confidentiality hearings where appropriate provided the general nature of executive session has been met.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 – POWERS: The Board of Directors, or its assigned, shall have power to:

- (a) Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the Protective Covenant relating to the use of the Common Area facilities, painting restrictions, etc., and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing (as provided in the 'Protective Covenant'), for any infractions of published rules and regulations for a period of thirty (30) days or for as long as the infraction persists;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by official provisions of named Bylaws, the Articles of Incorporation, or the Protective Covenant;
- (d) Selection of all officers, agents, managers, independent contractors, or such other employees as they deem necessary and to prescribe their duties;
- (e) Levy, collect and enforce assessments by any means provided in the Protective Covenant and by South Carolina law;
- (f) Take whatever action in the Board's discretion is necessary to discharge any lien against the Common Area;
- (g) To change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;
- (h) To sue others and any Owners, in the name of the Association, to collect delinquent assessments or to resolve a violation of any restrictions, covenants, conditions, rules or regulations of the Association/Subdivision (where deemed advisable or necessary);
- (i) To borrow money for the purpose of improving the common properties and facilities with approval of a majority of the homeowners or mortgage those common equities (if necessary). If such property is mortgaged, the rights of the mortgagee shall be subordinate to the Owners' rights;
- (J) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, provided that any merger, consolidation or such annexation shall have the assent by vote of a majority of the members.

**Section 2 – DUTIES:** The Board of Directors shall have the duties to:

- (a) Keep a complete record of all its acts and corporate affairs;
- (b) Delegate powers and supervise all committees, officers, agents, employers and employees of the association as well as to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Protective Covenant:
 - (1) Send written notice of each increase in regular assessment or imposition of special assessment to every Owner subject thereto within thirty (30) to sixty (60) days before the increase or assessment becomes due;
 - (2) In its discretion, foreclose a recorded lien against any properties for which assessments are at least sixty (60) days delinquent, or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person or entity entitled to receive that information, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability (offering protection for not less than \$2,000,000 per occurrence), hazard, and other risk insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be licensed and/or bonded. The officers or employees can also procure such bonds when none are held prior to starting any responsibilities, as determined appropriate;
- (g) Cause the Common Area and utility laterals to be maintained as provided more fully in the Protective Covenant;
- (h) Cause all taxes and assessments against the property of the Association which are or could become a lien on the Common Area to be paid when due;

BUDGET INFORMATION: HOA Services of Sumter, its successor, or a licensed professional will prepare and/or help the Board of Director to distribute to all of its members the following documents during the sixty (60) days prior to the beginning of the Association's calendar year:

A pro-forms operating budget, which Includes:

- (1) The estimated revenue and expenses on an accrual basis.
- (2) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to current South Carolina law which shall be printed in bold type and include all of the following:
 - (2A) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.



(2B) As of the end of the calendar year for which the study is prepared:

(i) The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain major components.

(ii) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

(3) A statement as to whether HOA Services of Sumter, its successor, or the Board of Directors of the Association have determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore.

(4) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain.

REVIEW: A review of the financial statement of the Association which is prepared in accordance with generally accepted accounting principles by a licensee of the South Carolina State Board of Accountancy for any calendar year in which the gross income to the Association exceeds \$75,000 must be distributed within 120 days after the close of each calendar year to all members of the Association.

DELINQUENT ASSESSMENT POLICY: Prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for defaults in payment of its assessment against its members, at least annually, to the members during the sixty (60) day period immediately preceding the beginning of the Association's calendar year.

(5) Enforce applicable provisions of the Protective Covenants, By-Laws and Articles by any lawful means or procedures, as deemed in the best interests of the Association.

Section 3 – PROHIBITED ACTS: The Board shall not take any of the following actions, except by a majority vote or written consent of members at a meeting of the Association:

(1) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one year.

(2) A contract with a public utility company if the rates charged for the materials or services are regulated by the public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(3) Prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits short rate cancellation by the insured.

(4) Selling during any calendar year, property of the Association having an aggregate fair market value greater than five (5 %) percent of the budgeted gross expenses of the Association for that calendar year, without approval of a majority of the homeowners.

(5) Entering into any management agreement for the properties which is not terminable by the Association in sixty (60) days or less with or without cause, upon written notice thereof. The term of any



such agreement may not exceed one year.

ARTICLE VIII - OFFICES AND THEIR SCOPES

Section 1 – ENUMERATION OF OFFICE: The offices of this Association shall be at least a President and Vice President, who shall at all times be members of the Board of Directors. A Secretary, Treasurer, and other such other offices, from time to time by resolution, can be created/occupied and may include: Assistant Secretary, Assistant Treasurer, additional Vice Presidents, and other offices, when deemed necessary.

Section 2 – ELECTION OF OFFICERS (DIRECTORS): Following the February Nomination meeting, the election of each office shall take place in March of the same calendar year for each Director, at the election meeting of the members.

Section 3 – TERM: The Officers/Directors of this Association shall be elected annually by the Association and each shall hold office for one (1) year, unless he/she shall sooner resign, shall be removed, or otherwise disqualified to stay on the Board. This will refer to each successive Board of Directors after the initial Board of Directors due to end their term in March 2020.

Section 4 – SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a stated period, have such authority, and perform such duties as determined.

Section 5 – RESIGNATION AND REMOVAL: Any Officer/Director may be removed from office with or without cause by a majority vote of either the Association or other Directors of the Board. Any officer may resign at any time giving written notice to the President or Vice President of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Also unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 – VACANCIES: A vacancy in any office may be filled by special election by the Board, when possible, or through a nomination and election meeting of the Association by majority vote of its members. The officer appointed to such a vacancy shall serve for the remainder of the term of the office.

Section 7 – MULTIPLE OFFICES: The offices of Secretary, Treasurer, Committee Chair, or any other created office may not be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of when a vacant seat cannot be filled immediately by special election from the Board. Only in this case, by a majority vote of the Board of Directors, will the seat remain unoccupied and that officers' duties be shared until a nomination and election can occur to then fill the vacancy.

**Section 8 – SCOPES OF OFFICE:** The scope of each office are as follows:**PRESIDENT**

(a) The President shall preside over all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice President shall have the authority to act in the place and stead of the President, in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board; may co-sign all checks written on behalf of the Association.

SECRETARY

(c) The Secretary shall record all votes at any such time and keep the Minutes of all meetings and proceedings of both the Board and of the members; ensure issuance of notice of any open meetings of the Board and of general/special meetings of the members; keep a copy of appropriate records of the members of the Association by HOA Services of Sumter or its successor with their current addresses, and shall perform such other duties as required by the Board, and may co-sign checks.

TREASURER

(d) The Treasurer shall have oversight over the reception and deposits made by HOA Services of Sumter referencing all monies of the Association in a bank account and may also request disbursements of such funds as directed by the Board of Directors; may co-sign all checks and promissory notes of the Association; ensure books of accounting exist with HOA Services of Sumter, its successor, or if assigned to be maintained by a licensed professional; helps with the annual review of the Association books to be made by a public accountant at the completion of each calendar year; and may prepare or have oversight of the preparation of an annual budget, a statement of income, and expenditures to be presented to the membership at a general meeting, pursuant to the financial distribution requirements set forth. If the Association engages the services of a CPA or managing agent/company to undertake any of these asks, the treasurer is relieved of those specific duties delegated and as so, will maintain oversight and management over such person or entity.

COMMITTEE CHAIR

(e) The Committee Chair shall schedule dates, times and location for various meetings of the Association; lead in design, plot, and organization of public events; help ensure all meetings and any Facebook comments or posts are in accordance with the By-Laws and Protective Covenants; ensure enough time is available to go over subjects or agendas at a general or special meeting; ensure open and closed meetings of the Board of Directors keeps within the time given; oversee scheduling, orders, and work by any vendor or catering at any meetings or events; help the Board in identifying any needed subcommittees for a special occasion or timeframe; if at any time a licensed professional or event coordinator is used, the committee chair will maintain oversight and management over all work conducted.



ARTICLE IX – ADDITIONAL TERMS AND NOTES

COMMITTEE:

The Board may appoint such as an Architectural Control Committee, as provided in the Protective Covenant. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

BOOKS AND RECORDS:

The books of accounting, general records, minutes, and members name and address information shall during reasonable business hours with reasonable written notice and request (stating a purpose) therefore, be generally subject to inspection by any member. The Protective Covenants, Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost. The Board reserves the right to deny access, inspection, or otherwise exempt from general legal rights of inspection by the members. Directors have an absolute right of inspection of all books and records of the corporation.

ASSESSMENTS:

As more provided in the Protective Covenant, each member is obligated to pay to the Association annual, special, and other assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and subject to late fees and/or interest as more fully provided in the Protective Covenant. Therein, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

AMENDMENTS:

Any amendments made to these By-Laws will occur at a general or special meeting of the members. Amendments can also be suggested by email but will be in a pending status until an approval of a voting majority of a quorum (as set forth in Article III, Section 3) of members in the Association at a general or special meeting (addressing said amendment).

CONFLICTS:

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Protective Covenant and these Bylaws, the Protective Covenant shall control.

NOTICES:

Any notice permitted or required to be delivered as provided herein may be completed either personally (which includes delivery to mailbox at the residence) or by first-class mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the secretary for the purpose of service of such notice or to the residence site of such person if no address has been given to the secretary.

**CORPORATE SEAL:**

The Association may obtain and use a Corporate Seal with the Association's legal name and date of original incorporation in it, if desired.

CALENDAR YEAR:

The calendar year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December every year.

IN WITNESS WHEREOF, we, being the President and Vice President of the POCALLA SPRINGS HOMEOWNERS ASSOCIATION, have hereunto set our hands this 14th day of May, 2018.

President of Pocalla Springs HOA:

_____ (sign) _____ (print)

Vice President of Pocalla Springs HOA:

_____ (sign) _____ (print)

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the POCALLA SPRINGS HOMEOWNERS

ASSOCIATION, a South Carolina corporation, and,

THAT, the foregoing constitutes the By-Laws of said Association, as duly approved by the requisite percentage of homeowners as required by the original Protective Covenants and as duly adopted at a meeting with the Board of Directors and Members thereof, held on the 14th day of May, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name on behalf of said Association on the 14th day of May, 2018.

Secretary of Pocalla Springs HOA:

_____ (sign) _____ (print)



**BY-LAWS OF POCALLA SPRINGS
HOMEOWNERS ASSOCIATION**