

# THE POINSETTIA COMMUNITY CLUB

## *Neighborhood Board ByLaws*

### ARTICLE I CORPORATE NAME

This Association shall be known as the Poinsettia Community Club. This Association shall be a non-profit corporation, incorporated under the laws of South Carolina.

### ARTICLE II PURPOSES AND POWERS

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purpose for which it is formed is to promote the enjoyment of, safety and welfare of the residents and to assist in maintaining or increasing property values within that subdivision known as "Poinsettia" as may hereafter be brought within the jurisdiction of this Corporation by action taken as provided in Article XIV hereafter referred to as "THE PROPERTIES", and for this purpose to:

- A. Own, acquire, build, operate and maintain recreational parks, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties, incident thereto, hereinafter referred to as "THE COMMON PROPERTIES" and facilities;
- B. Maintain the Common Properties;
- C. Pay taxes, if any on the Common Properties and facilities;
- D. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the properties.

#### SECTION I - MEMBERSHIP

(A) Membership in this association shall be open to owners of property and homes in the Poinsettia neighborhood and others as defined in Article XIV, Sections II and III.

(B) Membership is granted to owners for one year when they have paid the published annual membership dues as described in Article VII, Section 1.

### ARTICLE III MEMBERSHIP MEETINGS

#### SECTION I - FISCAL YEAR

The fiscal year of the Association shall end on September 30 of each year, to which date all accounts shall be closed. The annual meeting of the members of this Association shall be held within 30 days after this date and at a time and place set by the President with an email notification to all Board members and emailed out to all members at least ten (10) days prior to the scheduled time of the meeting. The meeting notification will also be

emailed to members and posted on the neighborhood website.

## **SECTION II - SPECIAL MEETINGS**

Special meetings of the membership may be called by giving five (5) days notice to members of record as of that date by the President, by a majority of the Board of Directors, or by request from 20% of the members in written form. The purpose of special meetings shall be stated in the notice thereof and business shall be restricted to this purpose.

## **SECTION III - QUORUM**

A quorum shall consist of those members present One-Half Hour after the announced meeting time of a properly called meeting, as prescribed, other than assessments or dissolution of the Association, for which special requirements are specified elsewhere in these ByLaws.

# **ARTICLE IV** **DIRECTORS AND OFFICERS**

## **SECTION I - NUMBER FORMING BOARD OF DIRECTORS**

The affairs of the Association shall be governed by a Board of Directors composed of not more than nine persons, each of whom shall serve without compensation until his/her/their successor is elected and shall qualify as provided in these ByLaws.

## **SECTION II - TERM OF ELECTED OFFICERS**

At each annual meeting, the members of the Association shall elect three Directors for a term of three years each. At the same time, the Association shall elect such additional Directors as may be required to serve out the unexpired terms of vacancies then existing on the Board.

## **SECTION III - ELECTED OFFICERS FORMING BOARD OF DIRECTORS**

The officers of the Association shall consist of a President, who shall also serve as Chairman of the Board of Directors; a Vice-President; a Secretary; and a Treasurer.

## **SECTION IV - BOARD OF DIRECTORS' TERM**

The President, Vice-President, Secretary and Treasurer, each of whom shall be elected by vote of a majority of the Board of Directors, shall serve until the first meeting of the Board of Directors following the next annual meeting of the membership, or until their successors shall be elected and shall qualify.

# **ARTICLE V** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

## **SECTION I - ANNUAL MEETING AND BOARD MEETING CADENCE**

The Board of Directors shall hold its annual meeting each year immediately following the annual meeting of the membership. Thereafter, the Board shall hold regular meetings. The Board shall meet a minimum of six (6)

times during the year.

## **SECTION II - BOARD OF DIRECTORS' QUORUM**

At all Director's meetings, a quorum shall consist of five (5) members of the board, and a majority of such quorum may decide any questions that may come before the meeting.

## **SECTION III - REPLACEMENT OF BOARD MEMBERS**

The Directors shall designate a replacement for the unexpired term until the next annual membership meeting of any vacancy created by death, incapacity, resignation or removal of any Director.

## **SECTION IV - DIRECTOR ABSENCES**

When any Director shall have three (3) consecutive absences from the meetings of the Board of Directors, his/her/their office as Director may be declared vacant by a majority vote of the Board.

## **SECTION V - COMMITTEES**

To conduct studies and formulate appropriate recommendations concerning various facets of the affairs of the Association, the Board of Directors shall appoint, from its own membership or from other members of the Association, such committees as it deems necessary and desirable. Responsibility for actions taken as a result of such studies and recommendations shall rest on the committees themselves; however, but shall remain unequivocally in the Board of Directors.

## **SECTION VI - ANNUAL BUDGET AND SCOPE OF OPERATING FUNDS DISCRETION**

The Board of Directors shall create an annual budget which will be presented to the general membership at the annual meeting for input. The Board of Directors will dispense operating funds according to the budget and may dispense additional funds as the majority sees fit.

Emergency expenses of One Thousand Dollars (\$1000.00) or less do not require a Board of Director vote, but all board members must be notified with details of the expenses at the time of the emergency. Emergencies may include, but are not limited to, natural disasters (ie: flooding, fire, fallen trees, etc.) or other damages (ie: damaged/destroyed electrical or sewer utilities).

## **SECTION VII - BANKING**

The Board of Directors shall select one or more banks to act as depositories of the funds of the Association and determine the manner of receiving, depositing, and disbursing the funds in the form of checks or credit card, and the person or persons by whom the same shall be signed when not signed by the Treasurer, as provided herein. In every case, the banks selected shall be a member of the Federal Deposit Insurance Corporation or the successor thereof. All accounts shall provide for counter signatures of all checks by two officers of the Association

## **SECTION VII - DUTIES OF THE PRESIDENT**

The President shall be the executive head of this Association and as such shall:

- A. Preside at all meetings of the Association and of the Board of Directors;
- B. Call special meetings of the Board of Directors and of members of the Association;
- C. Sign, with the Treasurer, all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons in the absence of the President or Treasurer;
- D. Perform all acts and duties usually required of an executive to ensure that all orders and resolutions of the Board are carried into effect; and
- E. Serve as an ex-officio member of all committees.

**SECTION IX - DUTIES OF THE VICE PRESIDENT**

The Vice-President shall, in the absence of the President, assume all of the responsibilities and perform all of the other acts and duties usually required of the President. Should both the Vice-President and the President be absent from any meeting, the Directors shall elect from their number a person to act as Chairman of the meeting.

**SECTION X - DUTIES OF THE SECRETARY**

The Secretary shall:

- A. Attend all meetings of the members of the Association and of the Board of Directors and keep or cause to keep all records and minutes or proceedings thereof;
- B. Attend to all correspondence on behalf of the Board, issue notice of meetings, and prepare the regular annual statements of the affairs of the Association;
- C. Pursue such other duties as the Board of Directors may determine and, on all occasions, in the execution of his/her/their duties, act under the superintendence, control, and direction of the Board;
- D. Save the meeting minutes to the designated online storage area (currently Google Drive), and email the meeting minutes to Board members after each meeting; and;
- E. Review written proxies to assure validity.

**SECTION XI - DUTIES OF THE TREASURER**

The Treasurer shall:

- A. Attend all meetings of the Association and of the Board of Directors;
- B. Receive such sums of money as may be paid into his/her/their hands for the account of the Association and disburse such funds as may be ordered by the Board, taking proper vouchers for such distributions and be custodian of all securities, contracts and other important documents pertaining to the business of the Association, which documents he/she/they shall keep safely deposited in a fireproof safe or vault;
- C. Supervise the keeping of accounts of all the financial transactions of the Association in books belonging to the Association, and deliver such books to his/her/their successor, he/she/they shall prepare and distribute to all the members of the Board at least ten (10) days before each annual meeting of the members, and whenever else required, a summary of the financial transactions and conditions of the Association for the preceding year; he/she/they shall make a full and accurate report of all matters and business pertaining to his/her/their office to the members at the annual meeting and make all reports required by law;
- D. Deposit all funds of the Association in the name and to the credit of the Association in such depositories as shall be designated by the Board of Directors;
- E. Sign as Treasurer all checks and, with the President, sign all contracts, promissory notes, deeds, and other instruments on behalf of the Association except those which the Board of Directors specifies may be signed by other persons;

- F. Furnish the Association with indemnity bonds against loss for such amounts as may be required by the Board of Directors at the expense of the Association; and
- G. Perform such duties as may be required of him/her/them by the Association or the Board of Directors.

## **SECTION XII - LIMITS OF BORROWING**

Nothing in these ByLaws shall be construed to permit the Board of Directors to borrow or pledge the credit of the Association without the specific approval of the membership at the duly held meeting.

## **SECTION XIII - EXPANSION OF BOARD**

The Board of Directors may elect from time to time, such Assistant Secretaries, Assistant Treasurers, or other Officers to perform such duties as the Board may deem necessary or desirable.

# ARTICLE VI FINANCE

## **SECTION I - DIVIDENDS**

This Association shall be a non-profit Association and no dividends shall ever be declared.

## **SECTION II - AUDITS**

The books and accounts of the Association may be audited by a public accountant selected by the Board of Directors and the report and result of this audit shall be made available to the membership.

# ARTICLE VII ANNUAL DUES AND ASSESSMENTS

## **SECTION I - DUES**

Dues support the operation and maintenance of facilities and to permit the creation of reasonable reserves for contingencies. Dues must be paid by the 1st day of May each year. For the ensuing years, annual dues shall be fixed by the Board of Directors at the annual meeting. Any member of the corporation may withdraw at any time, subject to the provisions of Article IV and there shall be no refund of the current year's dues.

- A. General Neighborhood Dues shall be no less than One Hundred Twenty Dollars (\$120.00) per membership year. These dues do not allow for use of the neighborhood swimming pool. These members may pay the remainder of the amount to cover the Resident Pool Dues (i.e., \$180.00) at a later time in order to gain pool access.
- B. Resident Pool Dues shall be no less than Three Hundred Twenty Dollars (\$320.00) per membership year. These dues cover the General Neighborhood Dues and allow full use of the swimming pool by the member's family.
- C. Non-Resident Pool Dues shall be a minimum of Twenty Dollars (\$20.00) higher than the Resident Pool Dues (i.e., \$340.00) per membership year. Non-Residents that pay pool dues only have access to the neighborhood swimming pool and are not members of the Association, cannot attend meetings, and do not have any voting rights.

**SECTION II - ASSESSMENTS**

No assessments shall be levied; however, except by affirmative vote of a majority of the members casting their ballots in person or by proxy at a meeting called for such purpose and held after due written notice to the membership.

**SECTION III - NONPAYMENT**

Nonpayment of dues or assessments as specified shall bar a member and his/her/their family the use of the Association's facilities and bar him/her/them from voting privileges. Before reinstating a member who has been suspended for nonpayment of dues, the Board shall charge Ten Percent (10%) of delinquency as a late charge. A member may rejoin in a following year by paying the current year's membership dues.

**SECTION IV - PRORATION**

For new members only, dues would be prorated after July 1, at a reduction of One Third (1/3) the annual dues. After August 1, the reduction would be Two Thirds (2/3) the annual dues.

**ARTICLE VIII**  
**GUESTS**

Guest rules shall be determined by the membership at the annual meeting or by a special meeting defined in Article III, Section II.

**ARTICLE IX**  
**SUSPENSION OR REVOCATION OF THE USE PRIVILEGE**

**SECTION I - SUSPENSION OF USE**

The Board of Directors may deny the use of the recreation facilities of the Association to any person upon finding that he/she/they has violated the regulations of the Association or if it is determined that suspension is necessary to carry out the principal purpose of the Association as in these ByLaws. It is the intent of this Section that each member of the Association shall be responsible for the actions of other members of his/her/their family or his/her/their guests.

**SECTION II - ADVANCE NOTICE FOR ACTION**

Any person against whom action under this Article is contemplated shall be given at least five (5) days advanced notice of the proposed action and shall be provided a reasonable opportunity to be heard or to be represented at the meeting of the Board in which the proposed action is to be initiated. Only upon written request of the alleged offender, unanimously concurred in by all Directors present at any regular or special meeting of the Board, shall the requirement of Five (5) days be waived.

**SECTION III - LENGTH OF REVOCATION OF PRIVILEGES**

(A) Denial of privileges to any person for more than two (2) weeks shall be only by action of at least two-thirds (2/3) of the Directors at the meeting, the notice of which includes the proposed action. Any person whose privileges have been permanently revoked by the Board may file a written petition for a membership meeting for the purpose of reviewing the action taken by the Board of Directors. This petition

shall require at least ten (10) members and the notice of such membership meeting will include the fact that a petition has been filed for this meeting. If a majority of the members voting at this meeting shall oppose the action of the Board, the permanent revocation shall be declared void.

(B) Anything in the Article to the contrary notwithstanding, the Board of Directors may suspend or delegate to an appropriate committee or person the power to suspend, for periods not exceeding one week. Any person found violating the regulations of the Association, should the occasion warrant, such suspensions may be made immediately and without hearing. However, if such suspension is made without hearing, then it shall be the obligation of the person making the suspension to contact the suspended person or the guardian or parent of a suspended minor, accused of the offense and provide them with an opportunity to have a hearing.

## ARTICLE X

### USE OF THE RECREATION FACILITIES OF THE ASSOCIATION

#### SECTION I - MEMBERS' USE OF FACILITIES

Members shall be eligible to use the recreation facilities of the Association in accordance with the published membership levels in Article VII, Section 1, of the Association upon payment of the fees fixed by the ByLaws.

#### SECTION II - ASSIGNMENT OF MEMBERSHIP TO RENTERS

Upon notice and approval of the Board of Directors, Members may temporarily assign their membership to renters of their homes, thereby relinquishing their own rights thereunder during the period of assignment. The renters to whom such assignments may have been made shall be considered Members for all purposes except voting during the period of assignment and may use the facilities accordingly. Such renters shall be signatories of a valid lease agreement.

#### SECTION III - LIMITS OF LIABILITY

The Corporation assumes no responsibility, and no members or guests can have any claim against the Corporation for accidents or injuries or for property of any said party which may be brought into or left on the Corporate premises.

#### SECTION IV - COMMERCIAL RENTAL OF FACILITIES

Poinsettia Community Club will not allow commercial rental of club facilities.

## ARTICLE XI

### RECORDS AND REPORTS

#### SECTION I - RECORDS AVAILABILITY

All records of the Association shall be open to Members upon request, with reasonable notice and at reasonable hours.

#### SECTION II - DISCLOSURE OF ACTIVITIES

Full and complete disclosure of their activities relative to the operation of the Association shall be made by committees and employees to the Board of Directors, and by the Directors and Officers to Members at the annual meeting of the Association.

## ARTICLE XII AMENDMENTS

These ByLaws may be amended by the Board of Directors with a two-thirds (2/3) vote of the quorum present at any regular or special meeting. Amendments may be proposed by the Board of Directors or by petition signed by at least twenty percent (20%) of the Members, containing the exact text of the proposed amendments, provided copies of the proposed amendments are emailed or otherwise delivered to all Members.

## ARTICLE XIII DURATION AND DISSOLUTION

### SECTION I - EXISTENCE

The Association shall exist perpetually unless dissolved in accordance with these ByLaws or by decree of a court of law having jurisdiction.

### SECTION II - DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the Members. Written notice of the proposal to dissolve shall be emailed to every Member at least ninety (90) days in advance of any action taken.

### SECTION III - ASSETS IN THE CASE OF DISSOLUTION

In the event of dissolution, the residual assets of this organization will be turned over to another organization which is itself exempt from federal income tax as an organization described in Section 501 of the Internal Revenue Code of 1954 or the corresponding permissions of any prior or future Internal Revenue Code, or the federal, state, or local government for exclusively public purposes.

## ARTICLE XIV ADDITIONAL AGREEMENTS

### SECTION I - AUTHORIZATION TO ADDITIONAL TERMS

The Board is authorized to agree to new or updated terms and conditions for these additional agreements as they deem necessary in order to carry out the provisions of this Article.

### SECTION II - EXTENSION OF POOL MEMBERSHIPS TO RESIDENTS OF WAGON CREEK

(A) Having entered an agreement with Ralph S. Hendricks, developer of Wagon Creek Subdivision, the Poinsettia Community Club offers special pool memberships to the resident homeowners of said Wagon Creek.



(B) Dues for Wagon Creek Subdivision pool membership shall not exceed Twelve and One-Half (12.5%) percent above set dues of Poinsettia Community Club.

(C) A ten percent (10%) penalty will be charged to Wagon Creek Subdivision pool membership dues not received by May 1.

(D) The Board reserves the right to deny or revoke membership to any Wagon Creek Subdivision pool member that breaks the pool rules as defined in the “Poinsettia Community Club Pool Rules & Regulations / Membership Agreement”.

(E) Wagon Creek Members shall have no voting rights in Poinsettia Community Club as established in its ByLaws.

### **SECTION III - EXTENSION OF POOL MEMBERSHIPS TO NON-RESIDENTS**

(A) The Poinsettia Community Club offers special pool memberships to the non-residents of the neighborhood.

(B) Dues for non-resident pool membership shall not exceed Twenty (20%) percent above set dues of Poinsettia Community Club. These dues may be adjusted yearly by the board of directors.

(C) A ten percent (10%) penalty will be charged to non-resident pool membership dues not received by May 1.

(D) The Board reserves the right to deny or revoke membership to any non-resident pool member that breaks the pool rules as defined in the “Poinsettia Community Club Pool Rules & Regulations / Membership Agreement”.

(E) Non-resident pool members shall have no voting rights in Poinsettia Community Club as established in its ByLaws.