

Clemson Downs Property Owners Association, Inc.
Bylaws
Revised December 2022

Article I
Name, Purpose, and Definitions

Section 1. Name:

The Clemson Downs Property Owners Association, Inc. (CDPOA) was organized on the 29th day of September 1980 and incorporated as a non-profit corporation under the laws of the State of South Carolina on the 29th day of January 1981 duly recorded with the Secretary of State by Certificate of Incorporation Number 16068.

Section 2. Purpose:

The Fourth Article of said Certificate of Incorporation states: 'The purpose of the said proposed corporation is management of common property within the subdivision of Clemson Downs and the general assistance of members in pursuit of common goals and projects within the subdivision's boundaries.' In achieving this purpose special effort will be made toward the development of joint programs with the Clemson Area Retirement Center, Inc. that provide mutually beneficial contributions to the quality of life for all who live in the Clemson Downs community.

In concert with and elaboration of the stated Purpose, the members of the CDPOA have stated their common goals include the following, without limitation: the protection of the community as one of resident property owners; the protection of property values for such resident property owners; the active enforcement of the Restrictive Covenants in a fair and reasonable manner; the provision for opportunities for and the encouragement of participation in social, caring, and mutual support activities among the CDPOA members or in conjunction with the Clemson Area Retirement Center, Inc. ("CARC"); and the encouragement of member participation in the governance of the CDPOA.

Section 3. Restrictive Covenants:

In the course of these Bylaws reference is made to the amended and restated version of the Declaration of Restrictive Covenants for Clemson Downs Subdivision and Release of Easement as recorded in the Register of Deeds Office for Pickens County South Carolina December 3, 2007, in Book 1151, Page 280 ("Restrictive Covenants") which is incorporated hereto by reference. A copy of the Restrictive Covenants is available online at the Pickens County Register of Deeds or online at the CDPOA website (www.cdpoa.com).

Section 4A. Enlargement Upon the Customary Interpretation of Article VIII, Section 2 of the Restrictive Covenants:

Any family desiring to hold an estate sale at property within the CDPOA area will notify a member of the Board of Directors a minimum of ten (10) days in advance of the sale, whereupon that family may expect to be informed: (1) of the prohibition of any sale signs contained in Article VIII, Section 2 of the Restrictive Covenants, (2) that any auction or sale on the property must be conducted within the house, and (3) that "No Parking" signs must be posted on the opposite side of the street in all of the block in which the family house is located, and the signs removed when the sale is concluded.

Section 4B. Enlargement Upon the Customary Interpretation of Article VIII, Section 10 of the Restrictive Covenants:

All properties with dwellings shall have off-street parking for owner automobiles and members and renters must use off-street parking for their vehicles. However, to be parked outside on slabs at night, trucks must meet the conditions set forth in Section 4C. Parking on the grass is not allowed. If more space is necessary, an additional cement slab, contiguous to those already existing, may be added after approval by the Architectural Review

Committee. No vehicles are to be parked on CDPOA common property excepting CDPOA maintenance vehicles or vehicles conveying handicapped persons.

Section 4C. Enlargement Upon the Customary Interpretation of Article VIII, Section 9 of the Restrictive Covenants:

The Clemson Downs Property Owners Restrictive Covenant states in Article VIII, Section 9, that there may not be trucks parked outside in the CDPOA community overnight and that they should be housed in an enclosed garage. Whereas all vehicles should be parked in a garage or carport overnight, personal, non-commercial, non-work-related OEM pickup trucks (meeting US DOT classes 1 & 2) may be allowed to be parked on a driveway or parking space outside an owner's house when it is not possible or feasible to park them in a garage or carport. Commercial trucks, duallys, and trucks with an obviously modified suspension may not be parked outside overnight under any circumstances. If a truck is parked outside on a regular basis that does not meet these criteria, the Board may take legal action against the homeowner.

Section 4D. Enlargement Upon the Customary Interpretation of Article VIII, Section 2 of the Restrictive Covenants: No signs, including those for the sale of any lots or homes on said lots shall be placed on any lot except as approved by the Board and in accordance with existing Board-issued policy. In addition to "For Sale" signs, political signs and those advertising a commercial business are specifically banned. House number signs, no larger than 24" in width and 18" in height, whether on the house or in the yard, are not included in this restriction. Small signs announcing security protection may be acceptable pending recommendation by the ARC and approval by the board. *Revised December 2022*

Section 4E. Enlargement Upon the Customary Interpretation of Article VIII, Section 7 of the Restrictive Covenants: No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot or be left on common areas. Garbage and trash containers shall be stored where they cannot be seen from the street or by neighbors except as may be required on the day or days of pickup by the City of Clemson. When placed for pickup, bagged garbage must either be in containers approved and provided by the City of Clemson or in smaller garbage containers with attached lids in place, purchased by the resident. *Revised December 3, 2020.* Brush and yard waste should be disposed of at the approved disposal site at the end of Bayberry Lane. The brush should be placed the right of the concrete pad; site is for homeowner-generated brush and yard waste only. Contractors should remove yard waste and brush from the community. *Revised April 2022.*

Section 5. Properties:

The "Properties" shall mean and refer to property described in the Restrictive Covenants and subject to the terms and conditions therein set forth, and to such other properties as may be deeded to the Association.

**Article II
Membership**

Section 1. Qualifications:

- a. The Restrictive Covenants provide that every property owner in Clemson Downs shall become a member of the CDPOA. However, since Clemson Downs is a 55+ aged community, the owner must be 55 years of age or older to reside in their Clemson Downs property or must have another person residing in their property who is 55 or above, enabling the owner to qualify for residency. Where two (2) persons are tenants in common or joint tenants of real property within Clemson Downs, both shall become members but only one vote shall be authorized on matters of business of the Association for each lot or home owned. *Revised December 2022*
- b. If a property in Clemson Downs is owned by a Trust, the Trustee, Trustees, or Co-Trustees will be entitled to membership in the Association, but only one vote shall be authorized on matters of business of the Association for each lot or home so owned.

- c. Whenever a member shall cease to own property in Clemson Downs or cease to be a Trustee of a Trust holding title to property in Clemson Downs, such member shall automatically be dropped from the membership rolls of the Association.

Section 2. Members:

A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege, which may be transferable or inheritable, or which shall continue after his membership ceases. No membership may be assigned or transferred voluntarily or by will or by operation of law.

Section 3. Records of Membership:

The Association shall maintain a register of current members. The register shall include the owner's name(s), current street or mailing address, and contact information. *Revised December 2022*

Section 4. Suspension of Membership:

The membership rights of any Member who after due notice is delinquent in the payment of any membership dues, assessments, or other obligations created by action of the Board of Directors under the Restrictive Covenants or by the Bylaws, may be suspended by action of the Board of Directors during the period of non-payment. In the event of any abuse of Common Properties and facilities by any member, the Directors may take such action as deemed necessary.

Article III Meetings of Members

Section 1. Annual Meeting:

There shall be an Annual Meeting of the Members of the Association on a Tuesday, Wednesday, or Thursday within the first seven days of December at such date, time, and place as may be designated for the transaction of such business as may require a vote of the membership, including the selection of new members of the Board of Directors to replace those whose terms of office are expiring, any proposed Bylaws changes, and approval of the proposed budget for the coming year. Notice of such meeting, stating the date, hour, place, and purpose thereof, including a ballot for voting, shall be distributed to all members at least fifteen (15) days prior to the date of the meeting. Completed absentee ballots or proxies must be returned to the CDPOA Secretary five (5) days before the date of the meeting in order to be counted, or ballots may be submitted by the attending member at the Annual Meeting. *Revised December 2022*

Within sixty (60) days prior to the Annual Meeting, an informational meeting will be held to give all members an opportunity for discussion of such business as may require a vote at the Annual Meeting. *Revised December 2022*

Section 2. Special Meetings:

Special meetings of the members may be held whenever called by the Board of Directors or by petition of at least twenty (20) members. Notice of such meeting, stating the time, place, and in general the purpose of business thereof, shall be distributed to all members at least fifteen (15) days prior to the meeting. A meeting by petition must be held within 60 days of receipt of such petition by an executive officer of the Association. *Revised December 2022*

Section 3. Town Hall Forums (non-business meetings):

Town Hall Forums of the membership are not called to transact business and, thus, do not require a quorum. No official votes will be taken. These forums may be called by the Board to facilitate joint information exchange between the membership and the Board. Notice and the agenda of said meetings shall be given to the membership no less than fifteen (15) days in advance of the date of the meeting. While not limited to the following, they shall precede any regular or special meetings of the membership called to transact business. The Town Hall

Forum preceding the Annual meeting shall be held each year in October and shall include discussion of proposed items requiring a vote of the membership at the Annual meeting. *Revised December 2022*

If a Town Hall meeting effects changes in the proposals placed before the membership for later voting, the Board will reflect those changes in the ballots prepared and distributed to all the members.

Section 4. Voting:

Members owning property in Clemson Downs, either solely or jointly, may cast only one vote, either in person, by absentee, or by proxy, for each lot owned. A vote by a member not in good standing shall be voided. Proxies must be clear and concise and state that they will be voted FOR all Board of Directors proposals or recommendations unless other instructions are provided by the voter.

Section 4.1 Electronic Balloting (eballot):

Email voting may be used to poll the membership when time and/or money constraints preclude use of the usual mailed proxy or paper ballot. The electronic procedure used must ensure normal secrecy of the vote and privacy of email addresses and allow a minimum of seven (7) days for return of eballots. *Revised December 2022*

To that end the Secretary (the keeper of lists) will:

- issue an email containing the Board-approved motion under consideration, the need for the vote, information to support the Board's recommended vote, and email addresses and phone numbers via which members can ask questions and obtain additional information prior to casting their eballot.
- send ballots to the members, receive the returned eballots, and convert them to a searchable format suitable for digital archiving.
- have ballots mailed or hand delivered to members unreachable via email.

Section 4.2 Tallying of ballots:

The tally will be carried out by a committee of "tellers" appointed by the Board and chaired by the Secretary who will, if a quorum is achieved, report the results for announcement at the Annual Meeting and for inclusion in the minutes of the next Board meeting. *Revised December 2022*

Section 5. Quorum:

At any meeting called for the purpose of taking any action, the presence of a majority of the membership, either in person or by absentee ballot, entitled to vote shall constitute a quorum. A quorum must be present before a meeting may be called to order. Informational meetings called by the board for the purpose of discussion of the proposed budget, bylaws amendments, or other issues do not require a quorum.

Article IV Board of Directors

A. Functions and Purposes:

Section 1. Enforcement of Restrictive Covenants and Bylaws:

To enforce and implement the Restrictive Covenants and Bylaws and to adopt reasonable rules and regulations governing the use of Common Property and the conduct of the members of the Clemson Downs Property Owners Association, their guests and/or permitted tenants within Clemson Downs Subdivision.

Section 2. Architectural Review:

To establish an Architectural Review Committee that shall review all proposed additions and modifications to houses, driveways, parking areas, walls, fences, color and any other proposed change to an existing structure and review plans for all new home construction in Clemson Downs. The Committee shall exercise its best judgment to

the end that all changes, improvements, alterations, and new homes in Clemson Downs conform to and harmonize with the existing surroundings, residences, landscaping, and structures.

The Committee shall present its recommendations to the Board of Directors who has the authority to approve or reject.

Section 3. Attorney:

To provide administrative, legal, accounting, financial and maintenance services in the operation of the affairs of Clemson Downs Property Owners Association, Inc., the board shall maintain an attorney on retainer.

Section 4. Committees:

To create, for the benefit of all members, such committees from within the Board and including other Association members; to plan, supervise and operate such functions and programs as may be desired by the members including but not restricted to maintenance and upkeep of common properties, security and protection, covenants compliance, insurance, budget and finance, nominating, welcoming new members, recreational activities including group gatherings, sports, and crafts. Standing committees will be formed and shall include but are not limited to Common Properties, Communications, Nomination, and Social.

B. Organization and Meetings:

Section 1. Number of Directors and Term of Office:

The business and affairs of the Association shall be governed and controlled by a Board of Directors which shall consist of seven (7) persons who shall be members of the Association. *Revised December 2022*

Each director shall be elected for a term of two years and may be re-elected for one successive two-year term. After completing two successive terms of office, a member is again eligible for election after a period of one year.

Section 2. Regular Meetings:

The Board shall meet for the transaction of business at such time and place as may be designated from time to time.

Section 3. Special Meetings:

Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone, email, or text, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of the directors.

Section 4. Quorum:

The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the directors for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise provided by law.

Section 5. Order of Business:

The president shall distribute an agenda of business to be transacted to all directors and CDPOA members, at least three days in advance of the monthly CDPOA Board of Directors meeting.

Section 6. Chairman:

At all meetings of the Board of Directors the President, or in his absence, the Vice President, or in the absence of both, a chairman chosen by the Directors present, shall preside.

Section 7. Annual Report:

The Board of Directors, after the close of the fiscal year, shall submit to the members of the Association (1) a Board approved financial statement for the past fiscal year and (2) a CDPOA approved budget for the new year with a notice of membership dues for the coming year being due.

Section 8. Vacancies in Board:

Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to appoint a member of the Association to serve in the vacancy until the next annual meeting. If the appointee is nominated and elected at the annual meeting, he or she would serve for the remainder of his/her predecessor's term, or for a two-year term if the predecessor's term expires at the end of that calendar year.

Section 9. Nomination and Election of Directors:

Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman and two or more other members. The Nominating Committee shall be appointed by the Board of Directors from Association members other than those on the Board, at least 90 days before the date of the Annual Meeting. The Nominating Committee shall invite the membership of the CDPOA to suggest possible candidates. The Committee shall present a final list of candidates to the Board of Directors for the vacancies to be filled. The list of candidates will consist of at least one more candidate than the number of vacancies.

Election of the Board of Directors shall be by written or electronic ballot. Association members may cast one vote for each vacancy in accordance with Article III, Section 3. The persons receiving a majority of votes cast shall be elected.

**Article V
Officers****Section 1. Election of Board Officers:**

Within five (5) days after the Annual Meeting the outgoing President shall call a meeting of the newly elected members of the Board of Directors and members entering their second terms of service. At that meeting the members will elect the Executive Officers from among themselves and establish the monthly meeting schedule for the coming year. The President will then lead an Orientation Session.

Section 2. Executive Officers:

The Executive Officers of the Association shall be the President, Vice President, Secretary, and a Treasurer. If considered advisable the Board may appoint an Assistant Secretary and Assistant Treasurer from qualified members of the Association, to serve at the will of the Board.

Section 3. President:

The President shall be the chief executive officer of the Association and shall perform such other duties as from time to time may be assigned by the Board of Directors. The President shall be an ex-officio member of all committees and may assign individual board members to serve in his or her stead.

Section 4. Vice President:

The Vice President shall have such power and perform such duties as may be assigned by the Board of Directors or the President. In the case of absence or disability of the President, the duties of the President shall be performed by the Vice President.

Section 5. Secretary:

The Secretary shall keep the minutes of all proceedings of the Board of Directors and a file of the written reports of all committees and the minutes of the Association meetings, shall have custody of the corporate seal and such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 6. Treasurer:

The Treasurer shall be responsible for all the receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and President.

Section 7. Subordinate Officers:

The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall act at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board of Directors.

**Article VI
Finance**

Section 1. Annual Membership Dues:

The Board of Directors shall have the right and the power to subject the property of each member situated within Clemson Downs to annual membership dues, commencing January 1, each year. Such dues shall be used to create and continue an operating and reserve fund to be used by the Association.

The annual charge may be adjusted from year to year by the Board of Directors of the Association as the needs of the property and the members in its judgment may indicate. Approval of the annual charge is by approval of the Annual Budget. *Revised December 2022*

Section 2. Use of Operating and Reserve Funds:

The Total Operating Fund, the sum of the estimated Total Operating Expense (TOE) plus a Contingency Fund of a minimum of 10% up to 30% of the TOE, may be used for doing anything necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the common property within Clemson Downs neat and in good order, and which will be of general assistance to all members in the pursuit of common goals and projects within Clemson Downs. *Revised December 3, 2020*

The Reserve Fund may be used for unanticipated events requiring expenditures in excess of the approved Operating Fund, provided the expenditures are specifically approved by a majority vote of the membership entitled to vote.

Section 3. Annual Membership Budget:

The Board of Directors shall adopt a proposed annual membership budget which shall (a) summarize the projected anticipated revenue and estimated expenses including a 10% to 30% contingency (as referenced in Section 2 above) to cover unanticipated expenses, (b) reflect the resulting increase or decrease in the Total Operating Fund and Reserve Funds, and (c) indicate the proposed annual membership dues for each lot covered by the Restrictive Covenants.

The estimated expenses shall consist of funds to be used for: (a) administering the affairs of the Association; (b) the care of Association and other common property in the Clemson Downs community; (c) providing services, independently or in conjunction with CARC, INC., of every kind or nature required or desired within the Clemson Downs Community (1) for the general use and benefit of all lot owners, and (2) that will be of general assistance to the lot owners in pursuit of common goals and projects; and (d) other purposes determined by the Board of Directors to be necessary or desirable for the benefit of all members.

A Reserve Fund, monies in excess of Total Operating Fund, may be maintained; however, every effort should be made to limit this fund to a maximum of 50% of the previous year's Total Operating Fund. Any excess may be used toward the coming year Total Operating Fund. The Reserve Fund, if below the maximum, may be increased by an addition to the coming year membership dues that will result in the Total Operating Fund surplus.

Within thirty (30) days after the adoption of a proposed membership budget, the Board of Directors shall distribute a summary of said budget to all members to be considered for approval at the Annual Meeting. The budget is approved unless at that meeting a majority vote of the members rejects the budget. In the event the proposed budget is rejected, the periodic budget last approved shall be continued until such time as the members approve a subsequent budget proposed by the Board of Directors.

There shall be no borrowing for any purpose.

The Board of Directors has the authority to shift funds within an approved budget provided the approved membership dues are not increased and the approved Total Operating Fund remains unchanged. *Revised December 2022*

Section 4. Membership Dues, Fines, and Other Association Charges Against Lots:

The Association, through its Board of Directors, shall notify each member of membership dues and other Association charges levied against the owner's lot. Notice of annual membership dues will be included with the Annual Report and due on date of notice. Dues not paid by March 1 of the year in which the notice is issued will bear a fine to be determined by the Board. Additional fines may be levied for each subsequent thirty-day period in which the dues remain unpaid.

All dues, together with fines and costs of collection, will be a charge on the land and will be a continuing lien upon the property. The CDPOA reserves the right to collect the dues together with any costs of collection from the owner who incurred them or any subsequent owner, if they remain unpaid.

Article VII Liability

Section 1. Liability:

To the fullest extent permitted by law, every Director, Officer, Committee Member, or other members of the Association shall not be personally liable to any member, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any thereof; provided, however, the provisions set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

The Association through the Board of Directors shall maintain such liability insurance as the Association deems necessary to protect the members and the Board of Directors from any liability caused by occurrences or happenings on or about any property owned or maintained by the Association (including, but not limited to, errors and omissions insurance for the Board of Directors).

Article VIII Notice

Section 1. Notice:

Whenever, according to these Bylaws, a notice shall be required to be distributed to any member or Director, it shall not be construed to mean a personal notice, but such notice may be given in writing or sent electronically, to the last known address of the member or Director at his address as the same appears in the books of the

Association. The time when such notice is deposited shall be deemed as the time of giving such notice. *Revised December 2022*

Section 2. Waiver of Notice:

Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

**Article IX
Corporate Seal**

Section 1. Corporate Seal:

The Association shall have such seal as is determined by the Board of Directors. The corporate seal shall remain in the custody of the Secretary of the Association and shall be affixed to all instruments in writing requiring the corporate seal for complete execution.

**Article X
Amendments**

Section 1. Amendments to Bylaws:

These Bylaws may be amended by a majority vote of the members. The Board shall call an informational meeting with notice that includes full disclosure of the proposed amendments. The Board shall invite proposed changes to the amended bylaws at that meeting and, following that meeting, shall prepare a revised written and/or electronic ballot to be distributed to all members for a vote. Any matter which is in fact governed by the Restrictive Covenants may not be amended except as provided in the Covenants.

Section 2. Conflict with Restrictive Covenants:

In the case of any conflict between Articles of the Association as contained in the Certificate of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Restrictive Covenants applicable to the Properties referred to and these Bylaws, the Restrictive Covenants shall take precedence.

**Article XI
Fiscal Year**

Section 1. Fiscal Year:

The fiscal year of the Association shall begin on the 1st day of January and terminate on the 31st day of December each year.

**Article XII
Parliamentary Authority**

Robert's Rules of Order

Robert's Rules of Order (latest edition) shall be the governing manual for the conduct of the meetings of the Clemson Downs Property Owners Association.