

Florence County Recording Page



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Index Type : **DEEDS**
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First GRANTOR

VILLA ARNO PATIO HOMEOWNERS ASSOCIATION

First GRANTEE

VILLA ARNO PATIO HOMEOWNERS ASSOCIATION

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**BYLAWS OF
VILLA ARNO PATIO HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME**

The name of this corporation shall be Villa Arno Patio Homeowners Association (hereinafter referred to as the "Association").

**ARTICLE II
OBJECT**

The object of the Association shall be to govern the planned community named above pursuant to the Declaration, Articles of Incorporation, these Bylaws, and any rules or regulations established by the Board of Directors.

**ARTICLE III
MEMBERS**

Section 1. Membership. Every Owner of a Lot which is subject to a lien for assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration.

Section 3. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments (including interest, late fees, fines, and all costs of collection, which shall include attorney's fees) which are secured by a continuing lien upon the property against which the assessment is made and is also a personal obligation of the Owner. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, all costs of collection, and reasonable attorney's fees of any such action shall be added to the amount of the assessments. 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 Lot.

Section 4. Suspension of Privileges or Services. The Board may impose reasonable charges for late payment of assessments, not to exceed twenty-five dollars (\$25) per month, and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer. The Board, after notice and an opportunity to be heard, may impose reasonable fines or suspend privileges or services provided by the Association for violations of the Declaration, Bylaws, or rules and regulations. Such hearing shall be held before the Board or panel appointed by the Board, and the Lot Owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100) may be imposed for the violation for each day more than five days after the decision that the violations occurs. Such fines shall be assessments secured by liens as described in the Declaration and may be collected in the same manner as assessments. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

ARTICLE IV MEETINGS

Section 1. Annual Meetings. A meeting of the Association shall be held annually at a place, date, and time determined by the Board of Directors for the purpose of electing Directors, receiving reports, and transacting such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of the Association may be called by the President, by the Board of Directors, or by Lot Owners having twenty-five percent (25%) of the votes in the Association. The purpose of the meeting shall be stated in the call, and only business mentioned in the call can be transacted at such a meeting.

Section 3. Notice. Not less than 10 nor more than 60 days in advance of any meeting, the Secretary shall cause notice to be hand-delivered or sent prepaid by U.S. mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner. The notice required herein may also be sent electronically to an email address designated in writing by any Owner. It shall be the duty of each Owner to update the email address or any other mailing address with the Association if any change should occur. Failure to update the Association will result in the notice being sent to the email address or other mailing address on file and all Owners waive any right they may have to object to such notice for failure to provide an updated email to the Association. The notice of the meeting shall state the time and place of the meeting. Waiver by a Member in writing of the notice, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 5. Proxies. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. A proxy is void if not dated and terminates 11 months after its date.

Section 6. Voting. Voting may be in person, by proxy, or via electronic vote, as determined by the Board of directors. Any mail ballot or electronic vote shall comply with the following:

1. A written or electronic ballot must be provided to every member entitled to vote
2. Ballots must (a) set forth each proposed action, (b) provide an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet quorum, (d) state the percentage of approvals necessary to approve each matter—other than electing of directors, which shall be by plurality of votes cast—and shall (e) specify the time by which the ballot must be received in order to be counted.

ARTICLE V BOARD OF DIRECTORS

Section 1. Composition. The affairs of this Association shall be managed by a Board of not less than five (5) or more than seven (7) Directors. Directors shall be Members of the Association.

Section 2. Term of Office. Directors shall serve two-year terms.

Section 3. Powers. Except as restricted by the Declaration or these Bylaws, the Board of Directors shall have power to:

- (a) act in all instances on behalf of the Association;
- (b) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof;
- (c) adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Lot Owners;
- (d) hire and discharge managing agents and other employees, agents, and independent contractors;
- (e) institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Association;
- (f) make contracts and incur liabilities;
- (g) regulate the use, maintenance, repair, replacement, and modification of common areas;
- (h) cause additional improvements to be made as a part of the common areas;

- (i) impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than the limited common elements and for services provided to Lot Owners;
- (j) impose reasonable charges for late payment of assessments and suspend privileges or services provided by the Association during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of 30 days or longer, as provided in these Bylaws;
- (k) impose reasonable fines or suspend privileges or services provided by the association for reasonable periods for violations of the declaration, bylaws, and rules and regulations of the association, as provided in these Bylaws;
- (l) provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
- (m) exercise all other powers that may be exercised in this State by legal entities of the same type as the association; and
- (n) exercise any other powers necessary and proper for the governance and operation of the association.

Section 4. Duties. It shall be the duty of the Board of Directors to:

- (a) within 30 days after adoption of any proposed budget, provide to all Lot Owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There is no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the votes in the Association rejects the budget. In the event the proposed budget is rejected, the budget last ratified by the Lot Owners shall continue until such time as the Lot Owners ratify a subsequent budget proposed by the Board;
- (b) furnish to a Lot Owner or the Lot Owner's authorized agents a statement setting forth the amount of unpaid assessments and other charges against a Lot. A reasonable charge may be made by the Board for such statement. The statement is binding on the Association, the Board, and every Lot Owner;
- (c) maintain, to the extent reasonably available, property insurance on the common elements insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils;
- (d) maintain, to the extent reasonably available, liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements; and
- (e) maintain liability insurance for the officers, Board, Directors, employees, and agents.

Section 5. Removal and Resignation. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or by a vote of a majority of the membership of the Board. Any Director may resign at any time by

communicating his resignation to the President, the Secretary, or the Board of Directors. A resignation is effective when it is communicated unless the notice specifies a later effective date or subsequent event upon which it will become effective.

Section 7. Vacancies. A vacancy in the Board may be filled by appointment by the Board for the unexpired portion of the term.

Section 8. Compensation. No financial payments, including payments in the form of goods and services, may be made to any Director or to a business, business associate, or relative of a Director, except for services or expenses paid on behalf of the Association which are approved in advance by the Board.

Section 9. Action Taken Without a Meeting. Any action permitted to be taken at a meeting of the Board may be taken without a meeting if the action is taken by all members entitled to vote on the action. The action shall be taken by written consent describing the action taken, signed before or after such action by all members. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. A Nominating Committee of three (3) members shall be appointed by the Board of Directors prior to the annual meeting. It shall be the duty of this committee to nominate candidates for the Board of Directors to be filled at the annual meeting. Before the election at the annual meeting, additional nominations from the floor shall be permitted.

Section 2. Election. Board members shall be elected to serve for one-year terms or until their successors are elected, and their term of office shall begin at the close of the annual meeting at which they are elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such notice as shall be determined by resolution of a majority of the Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President and shall be called upon the written request of two members of the Board.

Section 3. Quorum. A majority of the membership of the Board shall constitute a quorum.

ARTICLE VIII OFFICERS

Section 1. Officers. The officers of the Association shall be a President (who shall be selected from the Board of Directors), Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create, who may be selected from outside the Board of Directors.

Section 2. Election of Officers. Officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers shall be elected to serve for one year or until their successors are elected, and their term of office shall begin at the close of the meeting at which they are elected.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by communicating his resignation to the President, the Secretary, or the Board of Directors. A resignation is effective when it is communicated unless the notice specifies a later effective date or subsequent event upon which it will become effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board for the unexpired portion of the term.

Section 6. Duties. The officers shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by the Society, specifically including the following:

- (a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, amendments to the declaration, and other written instruments; and shall co-sign all checks and promissory notes.
- (b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year if requested by the Board or by members having at least 10% of the votes; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the

Members. Any or all of these duties may be shared with any property management company hired by the Association.

Section 7. Compensation. No financial payments, including payments in the form of goods and services, may be made to any officer or to a business, business associate, or relative of an officer, except for services or expenses paid on behalf of the Association which are approved in advance by the Board.

ARTICLE IX COMMITTEES

Section 1. Architectural Control Committee. An Architectural Review Committee composed of three (3) members shall be appointed by the Board. It shall be the duty of this committee to review and approve/disapprove plans and specifications for alterations and improvements, as provided in the Declaration.

Section 2. Other Committees. Such other committees, standing or special, shall be appointed by the President as the Board shall from time to time deem necessary to carry on the work of the Association.

ARTICLE X INDEMNIFICATION

The Association shall have the power to indemnify any present or former Director, officer, employee or agent or any person who has served or is serving in such capacity at the request of the Association with respect to any liability or litigation expense, including reasonable attorney's fees, incurred by any such person to the extent and upon the terms and conditions provided by law.

To the extent provided by law, the Association shall indemnify any and all of its officers and Directors against liability and litigation expense, including reasonable attorneys' fees, arising out of their status as such or their activities in any of the foregoing capacities (excluding, however, liability or litigation expense which any of the foregoing may incur on account of activities which were at the time taken known or believed to be clearly in conflict with the best interests of the Association), and said officers and Directors shall be entitled to recover from the Association, and the Association shall pay, all reasonable costs, expenses, and attorneys' fees in connection with the enforcement of rights to indemnification granted herein.

**ARTICLE XI
PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

**ARTICLE XII
AMENDMENT**

These Bylaws may be amended at a meeting of the Board of Directors by a majority vote of the entire membership of the Board, provided that at least five days' written notice of any meeting of directors at which an amendment is to be voted upon has been given to the Members. The notice shall state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment.

Adopted by the Board on 03.18.21.


Secretary

8/20/21
Date