

# **Bylaws Committee**

## **Weekly Meeting Minutes**

December 15, 2020  
9:04 am – 10:34 am

- I. Call to Order: The meeting is called to order by Chairperson Belinda Belvin at 9:04 am.
- II. Roll Call: In attendance are: Belinda Belvin, Larry Hembree, Kim Macaulay, Jay McClure, Pat Neville, Beth Patterson, and Daniel Strickland. A quorum is present.
- III. Minutes: The minutes from 12/8/20 are presented by Kim Macaulay, Secretary. After a couple of grammar corrections to the 12/8/20 minutes, Kim makes a motion to waive the reading of the minutes and to approve the minutes. Beth seconds the motion, a vote is held, and the motion passes with 7 yeas.
- IV. Old Business

- a) Article To Be Determined – Dispute Resolution

- Beth makes a motion to create the new Article with the following wording:

Section 1: Internal Dispute Resolution (IDR).

When there's a dispute, the POA board must provide the property owner an opportunity to meet and confer with the board. Members must be provided with a fair, reasonable and expeditious procedure for resolving disputes with the POA without being charged a fee.

The board will appoint one, possibly two board members, to meet with the property owner in an effort to resolve the issue. The property owner can refuse to meet but the board cannot. The parties can choose to have legal counsel present, but at their own expense. If an agreement can be reached it's put into writing and signed by the property owner and the board member(s) appointed.

Section 2: Alternative Dispute Resolution (ADR).

When the IDR process does not work, the POA board will attempt to resolve problems by using a two-step, problem-solving approach (ADR).

- a. Negotiation.

1. This is an informal cooperative process in which the board and property owner identify the issues, discuss settlement options, and establish final terms.
2. A written agreement, outlining final terms, signed by the Board President and the property owner, will be prepared and copies provided to both parties.
3. Each party will bear all of its own costs incurred prior to and during the proceeding, including fees of an attorney.
4. The Board shall not violate bylaws or restrictions during negotiations.

In situations where a solution can't be found, the second step is mediation.

b. Mediation.

1. This mandatory and confidential process involves a neutral mediator who will resolve conflict between the POA and the property owner.
2. Any person deemed qualified by all of the parties may serve as a mediator. In the absence of an agreement by the parties, a person must be certified by the court as qualified and taken from a roster of mediators maintained by the South Carolina Alternative Dispute Resolution Program Director.
3. Unless otherwise ordered, the parties must select a mediator no less than 21 business days prior to the deadline for mediation. If the parties cannot agree upon a mediator within this time period, the plaintiff's attorney shall file a motion requesting appointment of a mediator.
4. The parties involved create their own settlement agreements, which are not legally binding unless everyone agrees to formalize them. Copies are to be provided to both parties.
5. Each party will bear all of its own costs incurred prior to and during the proceeding, including fees of an attorney. The parties will share equally the cost of the fee charged by the mediator.
6. Persons who are not parties to the dispute may not attend the presuit mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the association. When mediation is attended by a quorum of the board, such mediation is not a board meeting for purposes of notice and participation.

Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute. If any presuit mediation session cannot be scheduled and conducted within 90 days after the offer to participate in mediation was filed, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline.

### Section 3. Exempt Claims

The following claims are exempt from the provisions of Section 1:

- (a) Any suit by the POA against any party to enforce any assessments or other charges authorized by these bylaws.
- (b) Counterclaims brought by the POA in proceedings instituted against it.
- (c) Actions brought by the POA to enforce written contracts with its suppliers and service providers.
- (d) Tickets issued by Foxwood Hills security and fines for violation of regulations are exempt from the provisions of this Article.

During discussion Dan requests an amendment adding tickets and fines to the Excepted Claims in Section 3. After further discussion Dan suggests another amendment adding charges authorized by these bylaws to Section 3 letter a. Beth agrees to the amendments. Jay seconds the amended motion. A vote is held and the motion passes with 6 yeas and 1 not present. The final wording is as listed above.

#### b) Article XV, Section 2

- Kim makes a motion to add the following wording to the current section: "The yearly regular assessments and dues will be composed of: Operating Funds, Road Maintenance Reserve Funds, and Capital Reserve Funds. The Roads Maintenance Reserves will be replenished annually at no less than 15% and no more than 25% of collected dues. The Capital Reserves Fund will be replenished annually at not less than 5% and no more than 15% of collected dues. Collected dues must be apportioned to the reserve funds, as listed in these Bylaws, and transferred to the reserve accounts within 45 days of deposit. At the end of the of the fiscal year any surplus in the operating accounts net balance that exceed 5% of collected dues will be allocated to the Roads Maintenance Fund." Jay seconds the motion. During discussion, additional and corrected wording is suggested by

another member of the committee. Kim agrees to write and present a final copy at the next meeting and the motion is tabled. Revisit at a special meeting scheduled on 12/16/20.

c) Article XV, Section To Be Determined

- Kim makes a motion to add the following wording as a new section under Article XV: “The Association may not charge a total yearly assessment (Annual dues + special assessments + legal assessments) that is more than twenty percent greater than the previous year’s total yearly assessment without a two-thirds majority approval by the members of the association.” Larry seconds the motion. During discussion it is requested that a sentence be added to clarify that emergency assessments are excluded from the 20% limit. Kim agrees to the amendment. Larry seconds the amended motion. A vote is held and the motion passes with 7 yeas. The final wording is: “The Association may not charge a total yearly assessment (Annual dues + special assessments + legal assessments) that is more than twenty percent greater than the previous year’s total yearly assessment without a two-thirds majority approval by the members of the association. This 20% limit excludes Emergency Assessments listed in Article XV Section 4.”

d) Article XXVII – Standards of Conduct

- Kim makes a motion to add the following wording as a new section under Article XXVII: “Nepotism: No blood or legal relatives may serve as Directors or Officers of the Association at the same time. No employee shall be awarded a position in the Association where they are to be directly or indirectly supervised by a member of their blood or legal family. No member shall be appointed a committee chair if they have a blood or legal relative employed by the Association.” Larry second the motion. During discussion it is requested that the last sentence be amended so that no family of the GM can be appointed a Committee Chair. Kim agrees to the amendment. Larry seconds the amended motion. A vote is held and the motion passes with 7 yeas. The final wording is: “Nepotism: No blood or legal relatives may serve as Directors or Officers of the Association at the same time. No employee shall be awarded a position in the Association where they are to be directly or indirectly supervised by a member of their blood or legal family. No blood or legal relative of the General Manger may be appointed a Committee Chair.”

V. New Business

a) Article XVIII – Second Party Use of Property

- Dan makes a motion to amend Article 18 – Second Party Use of Property, Section 3, Letter G, which currently states: “The POA may tow renter’s vehicle(s). It is the tenant’s responsibility to pay these fines and tow fees.” and change to: “The POA may tow renter’s vehicle(s) if it is illegally parked. It is the owner’s responsibility to pay these fines and tow fees if the tenant defaults.” Larry seconds the motion. A vote is held and the motion passes with 7 yeas. The final wording is: “The POA may tow renter’s vehicle(s) if illegally parked. It is the owner’s responsibility to pay these fines and tow fees if the tenant defaults.”

VI. Adjourn: The meeting is adjourned at 10:34 am.