

BYLAWS OF
IRONGATE CIVIC ASSOCIATION, INC.

ARTICLE I
NAME and LOCATION

The name of the corporation is Irongate Civic Association, Inc., and its principal office shall be located at Irongate Subdivision, Summerville, SC 29485, at such convenient places as its Board of Directors may from time to time designate.

ARTICLE II
DEFINITIONS

The following words and terms when used in these Bylaws shall have the following meanings:

Section 1. "Association" means Irongate Civic Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Area" means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners and Residents. The Common Area shall include the subdivision entrances and other land that may be acquired by the Association. Common Area may be conveyed to the Association subject to all applicable restrictive covenants of record, and when tendered, title thereto shall be accepted in the name of the Association.

Section 3. "Declaration" means the Restated Restrictive Covenants recorded in Book 1488 at page 275 in the office of the R.M.C. of Dorchester County, as they may be from time to time amended.

Section 4. "Home" means and refer to the dwelling constructed on a Lot, and shall include the land when the context reasonably implies this.

Section 5. "Lot" means a parcel of land in Irongate subdivision on which a dwelling is constructed. The term includes the dwelling when the context implies this.

Section 6. "Member" means all those Property owners who belong to the Association.

Section 7. "Owner" means the record holder of title, whether one or more persons or entities, of any Lot or Unimproved Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 8. "Properties" means all parcels of land which are within the bounds of the subdivision.

Section 9. "Recreation Area" is defined in Article XIV.

Section 10. "Resident" means a person residing in an Irongate dwelling, whether or not he is an Owner.

Section 11. "Subdivision " means Irongate, including all of its phases, section, Lots, and pieces and parcels of land within its boundaries.

Section 12 "Unimproved Lot" means a lot which has not had a dwelling constructed on it.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members shall be held at a date, time, and place set by the Board of Directors.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the president or by the Board of Directors, or upon the written request of one-fourth (1/4) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by the secretary by mailing a notice, postage prepaid, at least 15 days but not more than 60 days before the meeting to each Member entitled to vote. The notice shall be addressed to the Member's address last appearing on the books of the Association or supplied by him to the Association for the purpose of notice. Such notice shall specify the date, time, and place of the meeting, and in the case of a special meeting, its purpose.

Section 4. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these Bylaws. If, however, a quorum is not present at any meeting, those present may vote to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and delivered to the Association's secretary at least 72 hours prior to the meeting at which they are to be used. A proxy may be given only to a person who is an Owner in or a Resident of the Subdivision. Every proxy shall be revocable and shall automatically cease upon conveyance of his Lot by the Member.

Section 6. Good Standing. Only a Member in good standing can vote. A Member is not in good standing if he is past due on any money owed to the Association.

ARTICLE IV
BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) members. All directors must be Members of the Association and must be and remain in good standing during their term of office.

Section 2. Term of Office. At the first annual meeting the Members elected three (3) directors for a term of one year, and four (4) directors for a term of two years. At each annual meeting thereafter the Members have and shall elect directors for a term of two (2) years for each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve the unexpired portion of the term.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, a director may be reimbursed for his expenditures incurred in the performance of his duties.

Section 5. Action Taken Without a 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 verbal approval of a majority of the directors prior to taking the action and obtaining the written approval of a majority of the directors as soon thereafter as possible. Any action so approved shall have the same effect as though approved at a called meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a director, and two or more Members of the Association, one of whom shall be designated as the secretary. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of the annual meeting until the close of the next annual meeting and such appointment shall be announced at the meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Only a Member may be nominated, and only a Member in good standing can be elected and serve.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot. Each Member shall have as many votes as there are vacancies to be filled. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, provided that there shall be a minimum of nine meetings per year. Meetings shall be held at a date, time, and place set by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president or by any two directors, after not less than three (3) days notice to each director, unless the directors waive notice.

Section 3. Quorum. A majority of directors then in office 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 properly called meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and Recreation Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend a Member's voting rights and his right to use the Recreational Area during any period in which such Member is past due on any money owed to the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in the Association and not reserved to the Members by other provisions of these Bylaws, the Certificate of Incorporation, or the Declaration;
- (d) declare a director's position to be vacant in the event the person holding the position shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) to supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) as regards assessments, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send a written notice of the yearly assessment and of its due date to every Owner thirty (30) days in advance of the annual assessment period. Payment is due within ninety (90) days of the date of the invoice. The invoice will state the penalty for late payment, which is an amount equal to the assessment. That is, failure to make timely payment doubles the amount due. The invoice shall also state that if the assessment and penalty are not paid within one hundred and twenty (120) days of the date of the invoice, a court action may be brought to collect what is owed.
 - (3) make an earnest effort to collect all assessments, including, if necessary, bringing a court action against the Owner;
 - (d) issue, or to cause an appropriate officer to issue within a reasonable time after a request by any Member, a statement setting forth whether that Member's assessment has been paid. A reasonable charge may be made by the Board for doing so. Such a statement shall be conclusive evidence of payment;
 - (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and economically feasible;

(g) cause the Common Area to be maintained;

(h) provide for payment of all debts of the Association from the funds collected. Expenditures specifically approved in the budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of Five Hundred (\$500.00) Dollars shall be reviewed and approved by the Board of Directors before payment if made, but any expenditure in excess of \$1,000 which was not in the budget must be submitted to the Members for approval in a regular or special meeting. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the treasurer and either the president or vice president;

(i) arrange for an annual audit or other examination of the Association's financial books and records by an independent and qualified professional , if this is economically feasible; and

(j) provide such other services to and for the Members as authorized in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of the Association shall be a president and a vice-president, both of whom shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time require.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each officer shall be elected annually by the Board for a one (1) year term. All officers except the president can serve consecutive terms.

Section 4. Special Officers. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation not being necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. Notwithstanding Section 3 of this Article, a person who accepts appointment to fill the unexpired term of the president may be elected to serve a full term at the expiration of the partial term, even though such terms are consecutive.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. Otherwise, no person shall simultaneously hold more than offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at 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, contracts, and other legal documents; shall co-sign all promissory notes and checks not co-signed by the Vice President; and shall supervise the other officers.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence or his inability or refusal to act; shall exercise and discharge such other duties as may be required of him by the Board or the president ; and shall co-sign all promissory notes and checks not co-signed by the President.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring it; shall serve notice of meetings of the Board and of the Members; shall keep current records showing the names and addresses of Members; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as authorized by the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare and deliver a copy to each Member of an annual budget and statement of income and expenditures to be presented to the Members for approval at the annual meeting.

ARTICLE IX COMMITTEES

The Board shall appoint a Nominating Committee as provided in these Bylaws and from time to time other committees as deemed necessary or appropriate.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers (including the Declaration, Certificate of Incorporation, and the Bylaws) of the Association shall on reasonable notice be available for inspection and copying by any Member at a reasonable time. All copying shall be at the expense of the Member.

ARTICLE XI ASSESSMENTS

Section 1. Enumeration of Assessments. As more fully provided in the Declaration, each Owner, whether or not he is a Member of the Association, is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any annual assessment not paid when due shall be delinquent, and a penalty shall be added, all as set out in Article VII, Section 2 (c) (2). A special assessment shall be due immediately or on such date as specified in the notice, and a penalty shall be added as set out in the notice if timely payment is not made. The Association may bring a court action to collect any unpaid assessment and penalty. The non-paying Member against whom a court action or any other collection effort is taken shall be liable for all costs incurred by the Association, including any attorney's fee and any pre-judgment and post-judgment interest allowed by law. No Owner may waive or otherwise escape liability for the payment of assessments by nonuse of the Common Area or abandonment of his Lot.

Section 2. Amount of Assessment. The current annual assessment is \$50.00 per Lot and \$25.00 per Unimproved Lot. The Board may without approval by the Members increase the assessment by six per cent (6%) per annum, but any larger increase must be approved by the Members in the annual or a special meeting.

Section 3. Reason for Special Assessment. A special assessment can be imposed only for an emergency repair or clean-up work in Common Areas after a storm, other disaster, or accident, and only when insurance proceeds are not sufficient to pay for such repair or work.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Irongate Civic Association, Inc."

ARTICLE XIII AMENDMENTS

The Bylaws may be amended at a regular or special meeting of the Members, by a simple majority vote of a quorum of Members entitled to vote who are present in person or by proxy. The Bylaws may also be amended by the directors at a regular or special meeting of the Board on the concurring vote of seventy-five per cent (75%) of the directors then in office.

ARTICLE XIV RECREATION AREA AND SWIMMING POOL

Section 1. General. The Recreation Area comprises a 3.5 acre tract provided for Association use by the developer of the Subdivision. Taxes, insurance premiums, maintenance, upkeep and infrastructure costs are paid by the Association. The area contains open space, paved parking area, a pavilion, and a swimming pool complex. The facility is open to all members in good standing of the Association. Swimming pool complex use is restricted to pool members and their authorized guests only.

Section 2. Membership. Pool membership shall be restricted to Residents whose Association and pool dues are current, except where circumstances require specific exceptions noted in Section 3,

below.

Section 3. Pool Membership Dues.

(a) Seasonal pool membership dues will be based on the Association's calendar year, which runs from October 1 through September 30. The amount of annual swimming pool dues will be determined by the Board of directors.

(b) Dues will be calculated based upon the requirements of the projected operating budget for the swimming season and the anticipated number of households which will purchase memberships. Each household membership will convey swimming privilege to all members of the household who abide by the rules and regulations governing operations of the pool. If the number of memberships anticipated to be purchased will not support the minimum pool budget proposed for the season, the Pool Committee may be authorized to accept season pool memberships from households in adjacent developments up to the point that budget requirements are met. In no case will be seasonal memberships cost less than the amount an Irongate Resident pays.

(c) In order that the pool retain its Type "B" Category South Carolina Department of Health and Environmental Control (DHEC) rating, individual paid admissions are not permitted, i.e. it is NOT a public swimming pool. If the Pool Committee permits birthday parties or similar events to be scheduled at the swimming complex, the parties must be sponsored by a pool member.

Section 4. Management. The Board of Directors will oversee pool management both during the swimming season and while the pool is in a caretaker status. At the beginning of each fiscal year, the Board will appoint or reappoint a Chairperson to recruit and supervise a Pool Committee to assist in the day to day operation of the pool, including activation in the spring and closing in the fall. The Pool Committee will make to the Board recommendations on pool policies and procedures. The Committee will insure that approved pool operation, safety, and maintenance policies meet current DHEC requirements, and that the appropriate operating/safety policies are posted within the pool enclosure and properly enforced.

ARTICLE XV MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of October and end on the 30th day of September in the next calendar year..

Section 2. Conflicts. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. Waiver. No provision of the Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce it, regardless of the number of violations or breaches which may have occurred.

Section 4. Severability. The provisions of the Bylaws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 5. Captions. Captions are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of the Bylaws or the intent of any provisions.

Section 6. Gender and Name. All pronouns shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural, and vice versa, whenever the context requires or permits.

Section 7. Rules of Order. All meetings of the membership and the Board of Directors shall be conducted in accordance with Roberts Rules of Order, Revised.

Section 8. Dissolution. In the event the Association is dissolved, its assets will be given to another non-profit corporation as deemed appropriate by the Board of Directors.

Section 9. Violations. The following guidelines will govern the establishment of fines and procedures for the enforcement of the covenants within the Irongate subdivision:

A. The Covenant Enforcement Director (normally the vice president) and his assistant (another civic association director) must agree on any fine imposed on a homeowner.

B. The first notification will not impose any fine but will only serve as a notice of a specific violation to the homeowner.

C. The second notification will be sent - and a \$50 fine imposed-if no appropriate action has been taken or if no appropriate response is received from the homeowner in a reasonable amount of time, based on the violation.

D. The third notification will be sent - and an additional fine of \$100, for a total of \$150 will be imposed - if no appropriate has been taken or if no appropriate response is received from the homeowner in a reasonable amount of time, based on the violation.

E. If there is no appropriate action or response from the homeowner after the third notification, legal action will be taken based upon majority vote by the board of directors.

F. Second and third notices will be sent registered mail to assure that the homeowner received proper notification.