

STATE OF SOUTH CAROLINA  COUNTY OF LEXINGTON	HARBOUR WATCH BOAT OWNERS ASSOCIATION, INC.  RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30- 110 TO -170):  <ol style="list-style-type: none"><li>1. By-Laws of Harbour Watch Boat Owners Association, Inc.; and</li><li>2. Harbour Watch on Lake Murray, Boat Owners Association: Marina Rules and Regulations.</li></ol>
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**CROSS REFERENCE:** DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HARBOUR WATCH recorded in Book 11814, Page 162.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Harbour Watch was recorded on March 7, 2007 in the Office of the Register of Deeds for Lexington County in Deed Book 11814 at Page 162 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Harbour Watch Boat Owners Association, Inc. is the Homeowners Association for Harbour Watch Boat Owners; and

WHEREAS, Harbour Watch Boat Owners Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Harbour Watch Boat Owners Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. By-Laws of Harbour Watch Boat Owners Association, Inc. – attached as **Exhibit A**; and
2. Harbour Watch on Lake Murray, Boat Owners Association: Marina Rules and Regulations – attached as **Exhibit B**.

IN WITNESS WHEREOF, Harbour Watch Boat Owners Association, Inc. has by its duly authorized officer set its hand and seal this 3<sup>rd</sup> day of January, 2019.

(Signature page to follow.)

SIGNED SEALED AND DELIVERED  
in the presence of:

HARBOUR WATCH BOAT OWNERS  
ASSOCIATION, INC.

Larry R. Miller  
(witness #1)

By: Thomas C. Carlisle III (L.S.)

William R. L.P.  
(witness #2)

Print Name: Thomas C. Carlisle III

Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF LEXINGTON      )

ACKNOWLEDGEMENT

I, Vicki H. Robbins, Notary Public for the State of South  
Carolina, do hereby certify that Harbour Watch Boat Owners Association, Inc., by  
Thomas C. Carlisle, its President, personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3<sup>RD</sup> day of January, 2019.

Vicki H. Robbins  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
08-11-19

**BY-LAWS**  
**OF**  
**HARBOUR WATCH BOAT OWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**NAME, LOCATION, BOA MEMBERSHIP, APPLICABILITY**

**Section 1.01 Name.** The name of this Association shall be Harbour Watch Boat Owners Association, Inc., (hereinafter referred to as the "BOA"), a South Carolina nonprofit corporation.

**Section 1.02 BOA Membership.** The membership of this BOA shall be limited to the owners of the 200 boat slips ("Boat Slips) permitted by the Corps of Engineers as Willows End Marina (permit #97-1D-242), for that certain common dock facility (hereinafter referred to as "the Harbour Club Dock") in front of the Harbour Watch Clubhouse, in that certain residential development known as Harbour Watch on Lake Murray, located on Lake Murray, Lexington County, South Carolina, and shall include owners of all Boat Slips (including alterations, annexations, additions to or expansions of the dock facility to a maximum number of 200 Boat Slips).

**Section 1.03 Registered Office and Agent.** The BOA shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The BOA may have offices at such place or places within reasonable proximity to the development as the BOA Board of Directors ("Board") may from time to time designate.

**Section 1.04 Applicability.** These BOA By-laws ("By-laws") are applicable to the Boat Slips, the Harbour Club Dock (once it is deeded to the BOA), and all improvements thereon. These By-laws are not applicable to the Harbour Watch Property Owners Association, Inc. These By-laws are binding on all present or future Boat Slip owners, tenants, occupants, and other persons occupying or using the Boat Slips and/or Harbour Club Dock in any manner. The mere acquisition, use, or other act of occupancy of any Boat Slip will signify that these By-laws are accepted and ratified. These By-laws are established pursuant to and subject to the provisions of the South Carolina Code of Laws, 1976, as amended, relating to nonprofit corporations and that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Harbour Watch Phase I as from time to time amended and/or annexed (hereinafter referred to as the "Protective Covenants"). For purposes of these By-laws, words not defined herein that are capitalized (except in titles, at the beginning of sentences, proper nouns, etc.) shall have the same meaning with respect to the BOA as defined in the Protective Covenants unless the context shall otherwise require or prohibit.

**Section 1.05 Objectives.** Declarant has established the Harbour Watch Boat Owners Association (BOA) for the purpose of maintaining and administering the Harbour Club Dock, the Boat Slips and providing services for the BOA membership, administering and enforcing the rules and regulations of the BOA, and levying, collecting, and disbursing assessments. The BOA is a separate and distinct association from the Harbour Watch Property Owners Association, consisting of owners of Lots that received an assigned Boat Slip from the Declarant (usually with the deed to their Lot) and the Declarant and/or Developer to the extent it still owns permitted Boat Slips. The BOA will have its own Board and charge a separate fee to its members to pay costs such as maintenance, insurance, electricity, and water. Upon the acceptance of a Boat Slip, each such owner shall be deemed to covenant and agree to all of the terms and provisions of the By-laws and the obligation to pay all BOA assessments. Assessments by the BOA will constitute a lien on the Boat Slip and the Lot with which it was assigned (which lien shall be subordinate to the lien of any first priority mortgages), and will be treated in the same manner as the BOA assessments described in Article VI below. All owners who receive a Boat Slip are required to be members in the BOA and to abide by all of the rules and regulations of the BOA. Without the written permission of Declarant or Developer, the assigned rights and obligations of a Boat Slip may not be separated from the ownership of the Lot with which the Boat Slip was originally assigned in the deed from the Declarant or Developer (whether the ownership of the Lot is subsequently transferred by deed, by foreclosure, or by any other means).

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 2.01 Membership.** Every owner of a permitted Boat Slip in the Harbour Club Dock (including the Development Company to the extent it still owns any of the 200 permitted Boat Slips) shall be a member of the BOA, excluding persons who hold such an interest under a mortgage. Each Boat Slip owner shall have one (1) vote for each Boat Slip and the weight of each vote is equal. The rights and privileges of membership in the BOA, including the right to vote and hold an office in the BOA, may be exercised by all BOA members, but in no event shall more than one vote be cast nor more than one office be held for each Boat Slip. Notwithstanding any of the foregoing to the contrary, no owner, whether one or more persons, shall have more than one membership or vote per Boat Slip. In the event of multiple owners of a Boat Slip, the vote appertaining thereto shall be exercised as those owners of such Boat Slip themselves determine and notify the Secretary or an Assistant Secretary of the BOA prior to any meeting. In the absence of such notice, the vote appurtenant to such Boat Slip shall be suspended in the event more than one person seeks to exercise such vote(s). Such suspended vote shall be counted for the purpose of calculating a quorum, but such a suspended vote shall not be cast with regard to voting matters of the BOA until the persons owning such Boat Slip determine how such vote shall be cast and so advise the Secretary or an Assistant Secretary of the BOA. In the event the owner of a Boat Slip is not a natural person, the vote shall be cast by the person registered with the Secretary of the BOA to vote on behalf of the Boat Slip owner.

**Section 2.02 Voting Rights.** The BOA shall have one (1) class of voting membership, which shall consist of all members of the BOA, including Declarant and/or Developer. Such BOA members shall be entitled to one (1) vote for each Boat Slip owned. The vote attributable to a Boat Slip shall be exercised as a whole, and when more than one (1) person or a person other than a natural person owns such interest in any Boat Slip, the vote therefor shall be exercised in accordance with the provisions of Section 2.01 of these By-laws. The Developer shall have one (1) vote for each permitted Boat Slip that it has not deeded to a third party owner.

**Section 2.03 Suspension of Voting Rights.** During any period in which the owner of a Boat Slip shall be in default in the payment of any annual or special assessment or other charge levied by the BOA, the voting rights of such Boat Slip owner may be suspended by the Board until such assessment or charge has been paid. Such rights may also be suspended, after reasonable notice and a hearing, for a violation of any provisions of the Protective Covenants, these By-laws, or any other published rules and regulations of the BOA or the Harbour Watch Documents.

**ARTICLE III**  
**MEMBERSHIP MEETINGS, QUORUM, VOTING, PROXIES**

**Section 3.01 Location of Meeting.** Membership meetings of the BOA shall be held at a suitable location convenient to the BOA members as may be designated by the Board.

**Section 3.02 Annual Meetings.** Beginning at the end of the first fiscal year in which annual assessments are collected, the membership of the BOA shall meet not less frequently than annually. The annual meetings for each fiscal year shall be held within ten (10) calendar months of the end of said fiscal year. At the annual meetings, comprehensive reports of the affairs, finances, and budget projections of the BOA shall be made available to the BOA members. Notice of the date, time, and location of each annual meeting shall be mailed to all BOA members at least ten (10) days and not more than sixty (60) days in advance of the meeting. During the time that Developer has the right to appoint and/or remove officers and members of the Board, the business affairs of the association will be conducted by said officers and Board; and therefore, there may be no requirement to hold general votes of the BOA members. The main activity at these meetings will be to allow the officers to disseminate financial information with regard to the corporation and answer questions raised by BOA members.

**Section 3.03 Special Membership Meetings.** The Secretary of the BOA shall be required to call a special meeting of the BOA members (i) when directed by the President of the BOA, (ii) upon the resolution of a majority of the Board, or (iii) upon the presentation to the Secretary of the BOA of a petition signed by BOA members entitled to cast at least one-half (1/2) of the votes of the

BOA. The call of the special meeting shall be by notice from the Secretary of the BOA given at least ten (10) days and not more than sixty (60) days in advance of the meeting, and such notice shall state the date, the time, the location, and the purpose of such special meeting. Only the business stated in the notice may be transacted at such a special meeting.

**Section 3.04 Special Meeting of the Membership after the termination of Developer's Right to Appoint and/or Remove Officers and/or Members of the Board.** Upon the expiration or surrender of Developer's right to appoint and/or remove officers and members of the Board, Developer shall then give to each BOA member at least ten (10) days written notice of a special meeting to elect a new Board, such meeting to be held not more than sixty (60) days after the date of such expiration or surrender. In the event of the failure of Developer to call said meeting within the period provided above, the other BOA members may call such special meeting in accordance with the provisions of Section 3.03 of these By-laws. At such meeting, the BOA members shall elect two (2) directors for a term of three (3) years each, two (2) directors for a term of two (2) years each, and one (1) director for a term of one (1) year; provided, however, that the directors elected at such meeting shall also serve for that portion of the calendar year between the commencement of their terms and the first annual meeting following such special meeting so that their respective terms shall expire at the time of an annual meeting. Except in the case of death, resignation, disqualification or removal, each director elected by the BOA members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

The procedure for the election of the Board at the special meeting shall be as follows: Nominations shall be accepted for not less than five (5) different BOA members to serve on the Board; upon the closing of such nominations, each BOA member present in person or by proxy shall cast a ballot listing thereon the names of the five (5) different nominees (no more and no less) for whom such BOA member wishes to vote, together with the address or number of the Boat Slip of such voting BOA member; the ballots shall then be collected and tallied whereupon the two (2) persons receiving the greatest number of votes shall be elected to three (3) year terms, the two (2) persons receiving the next greatest number of votes shall be elected to two (2) year terms and the person receiving the next greatest number of votes shall serve a one (1) year term. In the event that only five (5) persons are nominated to serve on the Board, the terms of such persons shall be determined as follows: the BOA members entitled to vote shall cast a ballot by writing thereon the name of the two nominees whom such BOA member wishes to serve for a term of three (3) years; the ballots shall then be collected and tallied whereupon the two (2) persons receiving the greatest number of votes shall serve three (3) year terms, the two (2) persons receiving the next greatest number of votes shall serve two (2) year terms, and the person receiving the next greatest number of votes shall serve a one (1) year term. In the case of a tie, the president (or the vice-president, in the absence of the president) of the BOA shall cast one additional vote to break the tie.

**Section 3.05 Notice of Membership Meetings.** It shall be the duty of the Secretary of the BOA to mail a notice of each annual or special membership meeting, stating the purpose thereof, as well as the date, time, and location where it is to be held. Such notice shall be delivered personally or sent by United States Mail, postage prepaid, to all BOA members of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots in the tax records of Lexington County. Except as may be otherwise required by law, notice shall be given to each BOA member at least ten (10) days and not more than sixty (60) days in advance of any meeting. The mailing of a notice in the manner provided in this Section 3.05 shall be considered to be the giving of such notice. Any BOA member (or any mortgagee of any BOA member entitled to notice) may waive the notice of a meeting by doing so in writing before or after such meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the time and location of such meeting or the manner in which it has been called or convened, unless a BOA member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of such meeting, any such objection or objections relating to such meeting. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

**Section 3.06 Conduct of Membership Meetings.** The President, or the Vice-president in the absence of the President, shall preside over all meetings of the BOA and the Secretary, or an Assistant Secretary in the absence of the Secretary, shall keep the minutes of all such meetings and

shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

**Section 3.07 Order of Business.** The order of business at all annual meetings shall be as follows:

- (a) Roll call and certification of proxies and/or absentee BOA ballots.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.
- (j) Adjournment.

**Section 3.08 Quorum.** Except as otherwise provided in the Protective Covenants or in these By-laws, the presence in person or by proxy of BOA members entitled to cast one-third (1/3) of all the votes of the BOA at the beginning of any duly called meeting of the BOA members shall constitute a quorum for a meeting of the BOA when voting on any matters that were not specifically listed in the notice to the BOA members as described in Section 3.05 above. Except as may otherwise be required by law, so long as proper notice is given to the BOA members, there shall be no minimum quorum requirement to hold a duly called annual meeting of the BOA members. On any noticed matter voted on at any annual meeting, the quorum will be composed of those voting upon the matter.

**Section 3.09 Proxy and/or Absentee BOA ballot.** An absentee ballot shall be the only form of proxy other than a proxy given by a member to Developer. As per the Protective Covenants, at no time may an absentee BOA ballot give to any BOA member other than Developer the right to vote for any other BOA member. BOA members shall have the right to give proxies to Developer.

**Section 3.10 Action Taken by BOA.** Except as otherwise provided by the Protective Covenants or these By-laws, any action taken at any meeting of the BOA members shall only be effective and valid if taken or authorized by not less than a majority of all of the votes cast by the BOA members present in person or by proxy at a duly constituted meeting. In the event of any tie vote at any regular, special, or adjourned meeting of the BOA, the President, or the Vice-president in the absence of the President, shall cast a separate vote to break the tie. For purpose of these By-laws, "majority" shall mean more than fifty percent (50%); provided, however, the foregoing provisions of these By-laws to the contrary notwithstanding, any action which by law or pursuant to the provisions of the Protective Covenants or these By-laws requires the assent of a specified number or percentage of the votes of the BOA members greater than that herein specified, shall not be considered the act of the BOA members unless such requisite number or percentage so prescribed by law or by the Protective Covenants or these By-laws is obtained. Furthermore, during the time period that Developer has the right to appoint and/or remove officers and members of the Board, the written consent of Developer must also be obtained in order for any action taken at any meeting of the BOA members to be effective and valid.

**Section 3.11 Voting.** Except as otherwise provided in the Protective Covenants or these By-laws, voting on all matters shall be by voice vote or by a show of hands for all BOA members present or represented at the meeting and by absentee BOA ballot for all BOA members not present or represented at the meeting unless any BOA member, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the BOA member voting, the Boat Slips owned by such BOA member, and the number of votes cast by such BOA member.

**ARTICLE IV**  
**BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS**

**Section 4.01 Number.** So long as Developer shall have the right to appoint and/or remove members of the Board and officers of the BOA as provided by the Protective Covenants, the Board shall consist of three (3) directors and such directors shall be appointed by and serve at the pleasure of Developer. After such right shall have terminated or been relinquished, as provided by the Protective Covenants, the BOA members shall elect five (5) persons to the Board at the special meeting of the BOA described in Section 3.04 of these By-laws. Except with respect to directors appointed by Developer and except as provided in Section 4.07 hereof, directors must be BOA members at all times during their service as directors; provided, however, the term "BOA members," for purposes of this Section 4.01 and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner, or trustee of any entity or person which is, either alone or in conjunction with any other person or persons, a BOA member. Any individual who would not be eligible to serve as a member of the Board were he not a shareholder, director, officer, partner in, or trustee of such an entity or person, shall be deemed to have disqualified himself from continuing as a director if he ceases to have any such affiliation with that entity or person.

**Section 4.02 Powers and Duties.** The Board shall have the powers and duties necessary to administer the affairs of the BOA, including, but not necessarily limited to, those powers and duties specifically assigned to the Board in the Protective Covenants, the Articles of Incorporation, and these By-laws. Consistent therewith, the Board shall have the power to adopt rules and regulations which it deems necessary for the administration of the affairs of the BOA and to impose sanctions for violations of the Protective Covenants, these By-laws and the published rules and regulations of the BOA, subject to the provisions of the Protective Covenants.

**Section 4.03 Other Duties.** The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law and by the Protective Covenants, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In addition to other duties, the Board shall be responsible for the following matters:

- (a) Maintenance, repair, renovation, restoration, replacement, care, and upkeep of the Harbour Club Dock, Boat Slips, and other property maintained by the BOA;
- (b) Collection of assessments levied by the BOA;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Harbour Club Dock, Boat Slips, and other property maintained by the BOA;
- (d) Subject to the provisions of the Protective Covenants, the promulgation of rules and regulations governing the access to, use and enjoyment of the Harbour Club Dock and Boat Slips; and
- (e) Administer the BOA meetings.

**Section 4.04 Management.** Subject to the provisions of the Protective Covenants, the Board may employ a management agent under such terms, compensation, and duties as the Board may, in its sole discretion, authorize, provided that no such employment shall be by a contract having a term of more than three (3) years, and each such contract shall be subject to cancellation by the BOA upon ninety (90) days or less prior notice without cause and without payment of a termination fee. The manager shall not have the authority to make expenditures for additions or improvements chargeable against the maintenance fund except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a manager of any duty, power or function so delegated by or on behalf of the Board.

**Section 4.05 Procedure for Subsequent Elections and Terms of Office.** At the first annual meeting following said special meeting described in Section 3.04 (after the termination of Developer's right to appoint and/or remove officers and members of the Board) and at each subsequent annual meeting, the BOA members shall, in accordance with the procedures hereinafter set forth, elect directors to succeed those directors whose terms have expired at the same time of such meeting. Such directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board prior to the annual meeting and by nominations made from the

floor at the meeting for such election. Election to the Board shall be by secret written ballot unless dispensed by majority consent. At the election, the BOA members or their proxies may cast, with respect to each vacancy, the vote(s) of their respective Boat Slips. Immediately after any general membership meeting in which any new Board members are elected, an organizational meeting of the new Board will be held.

**Section 4.06 Removal or Resignation.** Subsequent to the termination of Developer's right to appoint and/or remove officers and members of the Board, any one or more of the directors may be removed with or without cause by a majority vote of the total authorized vote of the BOA members taken at any regular or special meeting of the BOA, and a successor shall be elected by the BOA members at such meeting in order to fill the un-expired portion of such director's term. Any director whose removal has been proposed by any BOA member or BOA members shall be given an opportunity to be heard at such meeting. Any director may resign at any time by giving written notice to the members of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale by a director of all of his or her Boat Slip(s)/Lot(s) or any other termination of his or her interest in such Boat Slip(s) shall automatically terminate his directorship. Subsequent to the termination of the right of Developer to appoint and/or remove officers and members of the Board, vacancies in the Board caused by any reason other than the removal of a director by a vote of the BOA members shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualifies at the next annual meeting of the BOA members, with such successor to serve the remainder of such terminated director's term of office.

**Section 4.07 Officers, Agents, or Employees of Developer:** With respect to permitted Boat Slips owned by Declarant or Developer, Developer may appoint any of its officers, agents, or employees to act for Declarant or Developer as a BOA member, director, or officer of the BOA, and Developer may, at any time, replace any such director or officer acting for Developer with any other officer, agent, or employee of Developer.

**Section 4.08 Fees and Compensation.** Except as provided in Section 10.06 of the Protective Covenants with respect to members of the Architectural Standards Committee and Section 3.10 of the Protective Covenants with respect to a manager, no fee or other compensation shall be paid by the BOA to directors for their services as directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the BOA members.

**Section 4.09 Regular Board Meetings.** The Board may provide, by resolution, the time and location for the holding of regular Board meetings, in addition to the organizational meeting, and such regular meetings shall be held without notice other than such resolution.

**Section 4.10 Special Meetings.** Special meetings of the Board may be called by the President on at least three (3) days notice to each director, given personally or by mail, or telephone, which notice shall state the time, location, and purpose of the meeting. Special meetings of the Board may also be called by the Secretary of the BOA in like manner and on like notice on the written request of at least a majority of the directors.

**Section 4.11 Waiver of Notice.** Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting and waiver of any and all objections to the time and location of the meeting and the manner in which it was called or convened, except when a director states, at the beginning of the meeting, any such objection or objections.

**Section 4.12 Entry of Notice.** Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such director, as required by law and by the By-laws of the BOA.

**Section 4.13 Board of Directors Quorum.** At all meetings of the Board, a majority of the



directors then in office shall constitute a quorum for the transaction of business.

**Section 4.14 Conduct of Meetings.** The President, or the Vice-president in the absence of the President, shall preside over all meetings of the Board and the Secretary or an Assistant Secretary in the absence of the Secretary, shall keep the minutes of such meetings, as well as all transactions and proceedings occurring at such meetings.

**Section 4.15 Action Taken by Directors.** Except as otherwise provided in the Protective Covenants and these By-laws or by law, every act or decision by a majority of the directors at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote, the President, or the Vice-president in the absence of the President, shall cast a separate vote to break the tie.

**Section 4.16 Action Without Formal Meeting.** Any action required or permitted to be taken at any meeting of the Board or of any committee appointed by the Board may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee. Such consent shall have the same force and effect as a unanimous vote by the Board or by such committee, as the case may be.

**Section 4.17 Special Committees.** The Board shall have the power and authority to create special committees. Any such committee shall advise the Board on matters pertaining to the purposes for which any such special committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board. The members, including the chairman, of any such special committee shall be appointed by and shall serve at the pleasure of the Board.

## ARTICLE V OFFICERS

**Section 5.01 Enumeration of Officers.** The officers of the BOA shall be a President, a Vice-president, a Secretary, an Assistant Secretary and a Treasurer. Once the right of Developer to appoint and/or remove officers and members of the Board has expired or been surrendered, these officers shall also serve as members of the Board. The Board may from time to time by resolution create additional officers. Except with respect to officers appointed by Developer and except as provided in Section 4.07 hereof, each officer must be a "BOA member" as defined in Section 4.01 of these By-laws.

**Section 5.02 Election.** Notwithstanding any other provisions to the contrary contained in the Covenants, these By-laws and/or any instrument establishing the BOA, Developer shall have the right to appoint and/or remove any member or members of the Board of the BOA or any officer or officers of the BOA until such time as the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of the Covenants; (ii) the date on which all of the permitted Boat Slips have been conveyed by Declarant and/or Developer to third party purchasers; or (iii) the surrender by Developer to the BOA of the authority to appoint and remove directors and officers of the BOA. Each owner, by acceptance of a boat slip, vests in Developer such authority to appoint and remove directors and officers of the BOA. The initial Board of Directors of the BOA shall consist of three (3) individuals selected by Developer. Once Developer's rights under this Section have expired or been surrendered, a President, Vice-president, Treasurer, Secretary, and Assistant Secretary shall be elected by the Members and these five officers shall also serve as the Board of Directors with the President to serve as the Chairman, subject to the rights of Declarant and Developer as set forth herein. After the right of Developer to appoint and/or remove such officers has terminated or has been relinquished, the Board shall elect the officers of the BOA at each organizational meeting thereof. The Board, at any time and from time to time, may appoint such other officers as it shall deem necessary, including one or more assistant secretaries or assistant treasurers, who shall hold their offices for such terms as shall be determined by the Board and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**Section 5.03 Compensation.** Except as provided in Section 10.06 of the Protective Covenants with respect to members of the Architectural Standards Committee and Section 3.10 of

the Protective Covenants with respect to a Manager, no fee or compensation shall be paid by the BOA to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the BOA members.

**Section 5.04 Term.** Each officer of this BOA shall be elected at the time of each organizational meeting of the Board, or until his earlier resignation, death, removal, or other disqualification, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified. The Board may remove any officer whenever in its judgment the best interest of the BOA will be served thereby. The sale by an officer of his or her Lot(s)/Boat Slip(s) or a termination of his or her entire interest therein shall automatically terminate his or her term as an officer.

**Section 5.05 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion in the term.

**Section 5.06 President.** The President shall be a director and the chief executive officer of the BOA and, subject to the control of the Board, shall, in general, manage, supervise, and control all of the business and affairs of the BOA and perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President shall, when present, preside at all meetings of the BOA. The President may sign, with the Secretary, or any other proper officer of the BOA authorized by the Board, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board has duly authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Protective Covenants or these By-laws or by the Board to some other officer or agent of the BOA, or shall be required by law to be otherwise signed or executed.

**Section 5.07 Vice-presidents.** In the absence of the President, or in the event of his death or resignation, removal, disqualification, inability or refusal to act, the Vice-president (or in the event there is more than one Vice-president, the Vice-presidents in the order designated at the time of their election, or in the absence of any designation, in the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-president may perform such duties as are set forth in these By-laws or as shall from time to time be assigned to him by the Board.

**Section 5.08 Secretary.** The Secretary shall: (a) attend and keep the minutes of meetings of the BOA, of the Board, and of any committees having any of the authority of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Protective Covenants or the provision of these By-laws or as required by law; (c) be custodian of the BOA records; and, (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board.

**Section 5.09 Treasurer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the BOA, receive and give receipts for monies due and payable to the BOA from any source whatsoever, and deposit all such monies in the name of the BOA in such banks, trust companies, money market funds, or other depositories or accounts as shall be from time to time selected by the Board; (b) authorize vouchers and checks for monies payable by the BOA; (c) promptly render to the President and to the Board an accounting of the financial condition of the BOA whenever requested; (d) prepare and deliver any certificate required by the Protective Covenants; and (e) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board.

**Section 5.10 Assistant Secretary.** The Assistant Secretary, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board.

## ARTICLE VI ASSESSMENTS

**Section 6.01 Creation of Lien and Personal Obligation of Assessments.** Upon the acceptance of a Boat Slip, whether or not it shall be so expressed in any deed or other conveyance,

each owner shall be deemed to covenant and agree to all of the terms and provisions of these By-laws of the BOA and the obligation to pay to the BOA, the assessments which are hereinafter described. The annual assessment and proposed budget shall be established by the Board of Directors of the BOA. Once Developer's right to appoint and/or remove officers and Board members has expired or been relinquished, it shall be the duty of the Board at least thirty (30) days prior to the BOA's annual meeting to prepare a budget covering the estimated common expenses relating to maintenance, improvement and operation of the common property during the succeeding year, and such budget may include a capital contribution or reserve account for the capital needs of the BOA as determined by the Board. And, the Board shall cause the proposed budget and annual assessments to be levied against Boat Slips for the following year to be available to each owner fifteen (15) days prior to such meeting. The annual assessments shall be divided equally among Boat Slips, which have been sold by Declarant or Developer to third party owners, so that each assigned Boat Slip shall be subject to equal annual assessments. The budget and annual assessment shall become effective unless disapproved at the annual meeting by either a majority vote of the Members of the BOA or by Developer for so long as Developer has the authority to appoint and remove directors and officers of the BOA. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessment in effect for the current year shall be increased in proportion by the greater of either ten (10%) percent of the budget and annual assessment of the previous year or by the percentage increase, if any, over the previous year's Consumer Price Index, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the BOA for the approval of a special assessment as provided herein. The assessments together with any late charges thereon and cost of collection thereof as provided herein shall be a charge and continuing lien on the Boat Slip, and on any Lot with which the Boat Slip is assigned. Each such assessment together with any such late charges thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the owner of such Boat Slip at the time when the assessment first becomes due and payable. In the case of co-ownership of a Boat Slip, all such co-owners shall be jointly and severally liable for the entire amount of the assessment. The costs of collection shall include any reasonable attorney fees incurred in the collection thereof.

**Section 6.02 Purpose of Assessments.** The assessments levied by the BOA shall be used for: (i) the improvement, maintenance, enhancement, and operation of the common property under these By-laws as provided herein; (ii) the maintenance of the adjacent shoreline of Lake Murray; and (iii) to provide services which the BOA is authorized to provide under these By-laws. In carrying out these duties, the BOA may make a payment of taxes and insurance, make improvements on the common property, pay the cost of labor, equipment, materials, management, supervision and accounting, repay any loans made to the BOA and take such other action as is necessary to carry out the authorized functions. The assessments levied by the BOA may additionally be utilized to pay utility charges for serving the common property and charges for other common services for the common property. The assessments may additionally be utilized to pay the cost of any policies of insurance purchased for the benefit of all owners and the BOA covering all or part of the common property, including fire, flood and other hazard coverage, public liabilities coverage, liability insurance for the directors and officers of the BOA, and such other insurance coverage as the Board determines to be in the interest of the BOA and the owners. The assessments may additionally be utilized for the establishment and maintenance of a reasonable reserve fund for the maintenance, repair and replacement of common property improvements and to cover emergencies and repairs required as a result of casualties which are not covered by insurance proceeds and to cover unforeseen operating expenses or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of the BOA.

**Section 6.03 Initial Assessment.** The owner of each Boat Slip that has been sold by Declarant or Developer to a third party shall pay annual assessments pro-rated to the date of closing. The amount of the annual assessment will set by the Board each year (initially \$100.00 per assigned slip per year). The annual assessment for each Boat Slip may thereafter be increased by no more than the greater of either ten (10%) percent per year or the percentage increase over the Consumer Price Index since the last increase.

**Section 6.04 Special Assessments.** In addition to the annual assessments authorized above,

the BOA, acting through its Board of Directors, may levy, in any assessment year, special assessments for the purposes set forth in Section 6.02 herein. If such special assessment is less than fifty percent (50%) of the annual assessment for that year, such special assessment must be approved by (a) Developer, for so long as Declarant or Developer owns any Boat Slip primarily for the purpose of sale, and (b) by the Board of Directors of the BOA. If such special assessment is equal to or greater than fifty percent (50%) of the annual assessment for that year, then such special assessment must be approved by (a) Developer, for so long as Declarant or Developer owns any Boat Slips primarily for the purpose of sale, and (b) by a majority of the votes of the owners eligible to vote at a meeting duly called for this purpose in accordance with the notice and quorum requirements set forth in the By-laws. Such special assessments are to be charged equally to the assigned Boat Slips as provided with respect to the annual assessments and shall be subject to the same lien provisions and remedies for non-payment as other assessments described in Sections 6.01, 6.05 and 6.06.

**Section 6.05 Effect of Non-payment of Assessment.** All assessments shall be paid in a lump sum unless otherwise determined by the BOA, and if any assessment is not paid on or before the due date specified by the BOA, then such assessment shall become delinquent and shall be subject to a late charge at a rate which equals the lesser of: (a) fifteen (15%) percent per annum, together with costs of collection including reasonable attorney's fees or (b) the highest rate then permitted by applicable law from the date of delinquency until the date of payment, together with cost of collection including reasonable attorneys fees as hereinafter provided. Such assessments, late charges, and cost of collections shall become a charge and continuing lien on the Boat Slip/Lot of the delinquent owner and all improvements thereon against which each such assessment is made, and shall be a personal obligation of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner to pay such assessment is established at the time when the assessment first became due and payable. The above-referenced lien shall be superior to all the liens and encumbrances on such Boat Slips/Lots except for (i) liens of ad valorem taxes; and (ii) liens for all sums unpaid on a first priority mortgage (as provided in Section 6.06 herein) or on any mortgage to Declarant, its affiliates, successors, or assigns. All of the persons acquiring liens or encumbrances on any Boat Slip shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments and charges as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances. If an assessment is not paid within thirty (30) days after the due date, the BOA, may bring an action at law against the owner personally and an action in equity to foreclose said lien and there shall be added to the amount of such assessment, the cost of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include late charges as above provided and reasonable attorneys fees. The equitable charge and lien provided for in this Article VI shall be in favor of the BOA, and each owner, by his acceptance of a deed or other conveyance to a Boat Slip, vests in the BOA the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvements or real property.

**Section 6.06 Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage or mortgages now or hereafter placed on any portion of the Property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure or any other proceeding or deed in lieu of foreclosure, such mortgagee shall prospectively pay assessments commencing on the date that it acquires title to the Boat Slip.

**Section 6.07 Assessment on Boat Slips Owned by Declarant or Developer.** Notwithstanding anything to the contrary herein, for improved or unimproved Boat Slips owned by Declarant or Developer, no assessment of any type shall be levied upon such Boat Slips by the BOA without Developer's written consent; and, for any and all boat slips which have not yet been assigned to third party owners, no assessment of any type shall be levied upon such boat slips by the BOA without the Developer's written consent.

**Section 6.08 Failure to Assess.** The failure or omission of the Board to fix or establish any assessments or other charges authorized hereunder and to deliver or mail to each owner a notice setting forth the amount of assessments and charges thereunder shall not be deemed a waiver,

modification or release of any owner from the obligation to pay any assessments or other charges authorized hereunder on the same basis as for the last year for which an assessment or charge was made until a new assessment is made and notice thereof is delivered to the owner, at which time any short falls and collections may be assessed retroactively by the BOA against such owner.

**Section 6.09 Default Assessments.** All monetary fines assessed against an owner pursuant to the Harbour Watch Documents, or any expense of the BOA which is the obligation of an owner or which is incurred by the BOA or Declarant on behalf of an owner pursuant to the Harbour Watch Documents, shall be a default assessment and shall become a lien against such owner's Boat Slip/Lot which may be foreclosed or otherwise collected as provided in these By-laws. Notice of the amount and due date of such default assessment shall be sent to the owner at least thirty (30) days prior to the due date, provided that failure to give such thirty (30) days prior notice shall not constitute a waiver thereof, but shall only postpone the due date for payment thereof until the expiration of said thirty (30) day period.

## **ARTICLE VII** **FISCAL MATTERS AND BOOKS AND RECORDS**

**Section 7.01 Fidelity Bonds.** The Board may require that any contractor or employee of the BOA handling or responsible for BOA funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the BOA as a common expense.

**Section 7.02 Books and Records Kept by BOA.** The BOA shall keep (i) detailed, complete and accurate financial records, including itemized records of all receipts and disbursements, (ii) minutes of the proceedings of all meetings of the BOA members and of the Board and committees having any of the authority of the Board, and (iii) such other books and records as may be necessary or required by law or to reflect accurately the affairs and activities of the BOA.

**Section 7.03 Inspection.** The books, records, and papers of the BOA shall, at all times during reasonable business hours and upon reasonable notice, be subject to inspection by any BOA member or Mortgagee or their respective agents or representatives for any proper purposes.

**Section 7.04 Contracts.** Subject to obtaining the consent and approval of Developer, if such consent and approval is required by the Protective Covenants or these By-laws, the Board may authorize any officer or officers, or agent or agents (including the manager), of the BOA, in addition to the officers so authorized by the Protective Covenants and these By-laws, to enter into any contract or execute and deliver any instrument in the name of, or confined to specific instances.

**Section 7.05 Checks, Drafts, etc.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the BOA shall be signed by such officer or officers, or agent or agents, of the BOA, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice-president of the BOA.

**Section 7.06 Deposits.** All funds of the BOA shall be deposited from time to time to the credit of the BOA in such banks, trust companies, money market funds, or other depositories or accounts as the Board may elect.

**Section 7.07 Gifts.** The Board may accept, on behalf of the BOA, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the BOA.

**Section 7.08 Fiscal Year.** The initial fiscal year of the BOA shall be the calendar year. The fiscal year for subsequent years shall be determined by the Board.

**Section 7.09 Date BOA Deemed Operative.** The BOA shall not be deemed operative for

financial budgeting and other reporting purposes until the first fiscal year in which annual assessments are collected.

**ARTICLE VIII**  
**COMPLIANCE AND DEFAULT**

**Section 8.01 Violations.** In the event of a violation (other than the non-payment of an assessment) by a BOA member of any of the provisions of the Protective Covenants or of these By-laws, the BOA, by direction of its Board, may notify the BOA member by giving written notice of such violation, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the BOA, through its Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Protective Covenants or the By-laws. The BOA may then exercise any one or more of the following (but such exercise shall not be deemed to be an election and the BOA may, at any time, exercise any additional one or more of the following):

- (a) an action at law to recover for its damage, on behalf of the BOA or on behalf of the other BOA members;
- (b) an action in equity to enforce performance on the part of other BOA members;
- (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief;
- (d) institution of administrative procedures against the breaching BOA member pursuant to the provisions of the Protective Covenants or other Harbour Watch Documents, which may result in the levying of fines and/or sanctions.

Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the BOA, and the costs thereof shall be charged to the BOA member as a specific item, which shall be a lien against said Boat Slip/Lot with the same force and effect as if the charge were a part of the common expenses.

**Section 8.02 Negligence or Carelessness of BOA member.** Each BOA member shall be liable for the expense of any maintenance, repair or replacement to any Boat Slip or common area rendered necessary by his act, neglect or carelessness or by that of any BOA member of his family, or his guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the BOA. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Boat Slip or the Harbour Club Dock. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said BOA member as a specific item which shall be a lien against said Boat Slip/Lot with the same force and effect as if the charge were a part of the common expenses.

**Section 8.03 Costs and Attorneys' Fees.** In any proceeding arising because of a violation or breach of the Protective Covenants or these By-laws by a BOA member, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

**Section 8.04 No Waiver of Rights.** The failure of the BOA or of any BOA member thereof to enforce any right, provision, covenant or condition which may be granted by the Protective Covenants or these By-laws shall not constitute a waiver of the right of the BOA or BOA member to enforce such right, provision, covenant or condition in the future.

**Section 8.05 Election of Remedies.** All rights, remedies and privileges granted to the BOA, pursuant to any terms, provisions, covenants or conditions of the Protective Covenants or these By-laws, shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election or remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by development documents, or at law or in equity.

**Section 8.06 Rules and Regulations.** The Board may, from time to time and subject to the

Harbour Watch Documents, adopt, amend, and/or repeal rules and regulations, to be known as "Harbour Watch BOA Rules and Regulations."

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.01 Parliamentary Rules.** During the time that Developer has the right to appoint and remove directors and officers, the proceedings of any BOA membership meetings and any Board meetings may be held on an informal basis. However, once the right of Developer to appoint and remove directors and officers has expired, unless waived by a majority vote of the BOA members in attendance in person or by proxy or by absentee BOA ballot at any duly called BOA membership meeting, or unless waived by a majority of the directors present at any duly called meeting of the Board, Robert's Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with South Carolina law, the Protective Covenants, or these By-laws. In order to expedite the conduct of business at meetings of the BOA members, any new business that needs to be addressed at any meeting of the BOA members shall be reduced to writing and given to the secretary of the association at least ten (10) days prior to the meeting in order that the item may be added to the agenda for the meeting. The presiding officer at any meeting of the BOA membership shall only be required to discuss items that are specifically listed on the meeting agenda.

**Section 9.02 Conflicts.** If there are conflicts or inconsistencies between the provisions of South Carolina law or the Protective Covenants and these By-laws, the provisions of South Carolina law and the Protective Covenants, in that order, shall prevail.

**Section 9.03 Amendment.** The Articles of Incorporation of the BOA and these By-laws may be amended by the BOA at a regular or special meeting of the BOA members duly called and held for such purpose pursuant to a resolution of the Board adopting a proposed amendment. Such resolution must be approved by the BOA members to which at least sixty percent (60%) of the total eligible votes to be cast by all BOA members of the BOA, provided, however, no such amendment shall be effective until approved in writing by Developer while Developer has the right to appoint or remove officers and directors of the BOA. As with the conditions for amendment of the Protective Covenants (eg. Section 16.02), until Declarant and/or Developer conveys all of the Boat Slips within the property to third party purchasers, Developer shall have the right to amend these By-laws without any approval of the BOA or the Boat Slip owners in any way that Developer in its sole discretion, deems desirable. Developer shall have the right to make such amendments unilaterally. Notwithstanding the foregoing, any amendment to these By-laws which would alter, modify, or rescind the right or privilege herein expressly granted to any Mortgagees shall require the prior written approval of such Mortgagee.

**Section 9.04 Agreements.** Subject to the provision of the Protective Covenants and the requirement for the consent and approval of Declarant and/or Developer, if such consent and approval is required by the Protective Covenants or these By-laws, all agreements and determinations duly authorized by the Board of the BOA shall be binding upon all BOA members, their heirs, legal representatives, successors, assigns, or others having an interest in the development, and in performing its responsibilities hereunder, the BOA, through the Board, shall have the authority to delegate to such persons of its choice such duties of the BOA as may be determined by the Board.

**Section 9.05 Liability.** The officers and directors of the BOA shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, or bad faith. The officers and directors of the BOA shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the BOA, and the BOA, as a common expense, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. In addition, each director and each officer of the BOA shall be indemnified and held harmless by the BOA, as a common expense, from any expense, loss or liability by reason of having served as such director or as such officer and against all expense and liability, including court costs and reasonable attorneys' fees, incurred by or imposed upon such director or officer in connection with any proceeding to which he may be a party or have become involved by

reason of being such director or such officer, whether or not he is a director or officer at the time such expenses are incurred, except in cases wherein the expenses and liability arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the BOA. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. To the extent available, the BOA shall maintain adequate general liability and officers and director's liability insurance as a common expense to fund these obligations.

**Section 9.06 Severability.** Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase, or word of these By-laws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, and such remaining portions shall remain in full force and effect.

**Section 9.07 Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**Section 9.8 Headings and Captions.** The Article and Section headings and captions herein are for convenience and reference only and in no way define or limit the scope and content of these By-laws or in any way affect the provisions hereof.

The foregoing was adopted as the By-laws of Harbour Watch Boat Owners Association, Inc., at the first meeting of the Board held on September 27, 1999.

Harbour Watch Boat Owners Association, Inc.

By: A. Phillip Savage

Its: President

Attest: Pamela Clayton Savage

Its: Secretary





**Boat Owners Association: Marina Rules and Regulations**  
**March 24, 2008: Revised September 1, 2009**  
**Revised: April 20, 2010: Revised: May 15, 2012: Revised January 15, 2018**

The BOA Board Members are volunteers and selected from the slip owners. The Board meets on a regular basis to discuss and authorize improvements to and maintenance of the marina. The Rules and Regulations promote a safe, clean and friendly atmosphere for all BOA members and the operation of the marina facility. The Rules and Regulations may not address all situations that arise and in most cases, common sense should prevail. Adherence to the Rules and cooperation of all owners assists the BOA Board in its administrative duties. The BOA Board has the right to interpret and rule on any given situation.

1. Vessels must be maintained in a safe and seaworthy condition. No major repairs or complete overhauls shall be performed on vessels that are moored at the marina. Vessels that are inoperable will not be allowed to remain at the marina. Temporary breakdowns are to be expected, however the BOA reserves the right to demand the removal of any vessel that remains inoperable for an unreasonable period of time as determined by the BOA board.
2. All vessels must be moored properly on cleats with adequate dock lines and fenders to allow protection for the dock as well as adjacent boats. Dock lines which are deemed to be inadequate, shall in the boat owner's absence, be replaced at the owner's expense.
  - a) BOA has added a plate that marks each dock finger to limit how close each boat tied to A, B, and C piers can be to the main walkway. The plate is positioned such that the closest a boat, bow or stern, should come to the main walkway is approximately 10 inches.
3. The vessel owner shall be legally liable for all damage to the marina caused by the operation, docking, or securing the vessel. It is the responsibility of the BOA member to maintain a marine hull insurance policy for the value of the vessel and third party liability property coverage of at least \$100,000. The BOA reserves the right to demand proof of insurance from any BOA member at any time.
4. Vessels in the marina will be limited in width, length and weight as follows:
  - a) Interior slips are restricted to vessels 26 feet in length or smaller.
  - b) Exterior slips are restricted to vessels 30 feet in length or smaller.
  - c) Vessels measuring more than 9 feet in width are restricted to those slips measuring 12 feet in width.
  - d) Any vessel moored in the marina and purchased after January 1, 2010 must weigh less than 6,500 lbs. due to possible structural damage to the marina. Official weight will be determined by vessel manufacture's specifications. This weight restriction will not apply to a BOA member who purchased their lot or vessel prior to January 1, 2010.
5. Safety and appearance of dock:
  - a) Nothing should be permanently attached to any part of the dock. This would include water hose hangers, carpet, steps, storage boxes, flag/windsock poles, etc. Fasteners to secure fenders or Jet Ski ramps are allowed.

- b) If a slip does not have a moored boat for an extended period of time (more than two weeks), then all dock lines and fenders should be removed. The BOA board may remove any lines/fenders left on the slip after a period of two weeks which can be reclaimed from the BOA. Fenders permanently attached below the dock surface, in a secure and proper manner, may remain even if the boat is removed from the slip for an extended time.
  - c) When using electrical cords be sure to keep the cords out of the water to prevent electrical shock and secure the cords in such a way to prevent tripping hazards. Situations deemed unsafe by the BOA will be removed or corrected.
6. Use of the marina facility is limited to BOA members, immediate family and guests. The use of the marina is at the sole risk of each slip owner, and the marina will not assume the care, custody or risk of loss of each said boat owner. The member is responsible for the actions of guests and any person permitted to operate the member's vessel. All persons using the marina must conform to reasonable standards of conduct. Violation of the law, failure to comply with marina rules, disorderly conduct, excessive noise, use of foul or abusive language and like behavior will not be tolerated. It is the responsibilities of **all** BOA members to politely question any person they do not recognize and help enforce marina rules. At times this may mean asking a person to leave the marina area.
- a) The speed limit inside and within 200 feet of the marina shall be **"NO WAKE."**
  - b) There shall be no bike riding, rollerblading, or similar activities by any individual in or around the marina. Additionally, children shall be under the direct supervision of an adult at all times and shall not be allowed to conduct unsafe activities while at the marina.
  - c) Pets shall be leashed at all times when on the marina premises.
  - d) All trash shall be deposited in the appropriate container located near the marina walkway entrance, clubhouse trash receptacles or taken home for disposal.
  - e) Fish cleaning is allowed only at the provided fish cleaning station.
  - f) Parking in front of the dock walkway is not allowed; for loading and unloading park on either side of the walkway.
7. Only BOA members and their guests will be allowed to dock vessels at the marina. Vessels should be docked in the member's slip or according to the listed options. BOA members will receive a yearly sticker after paying dues and filling out the information sheet and returning it to a BOA member. The sticker is to be affixed to the boat (instructions will be included).
- a) Short term (less than a day and not overnight) – this would apply to anyone visiting a member for the day and coming in off the lake (ex: from Timberlake) or putting a vessel in for a single day use. The vessel would dock in the community slips (C-2, C-4 or at the far end of Legs A/B/C) for the daylight hours only.
  - b) Long term/repeated visits (multiple days and overnights) – this would apply to anyone spending more than one day up to seven days or returning to HW on a regular basis (ex: visiting HW several times per year). The member would need to contact the BOA board prior to the docking of the vessel. The board would give a **"temporary"** slip assignment for the vessel in one of the unused developer slips (C-42, 44, 50 or 52) for the duration of the visit. However, the visitor will be limited to SIX overnight slip uses per calendar year. Any additional visits will be limited to day use only and the vessel must be removed at night (no overnight parking except on member's lot). Abuse of this rule will result in a \$50/night fine for the BOA member.
8. BOA members may rent or make other arrangements regarding their boat slip with lot owners in Harbour Watch, **only**. However, the BOA must approve the type of vessel involved in any agreement, and the vessel must comply with the length, width and weight restrictions outlined

in the BOA rules and regulations. Renters have member privileges during the term of their lease and must abide by all Rules and Regulations.

- 9. All Harbour Watch property owners agree to abide by all applicable laws and must adhere to the Shoreline Management Program Guidelines for Lake Murray prepared by SCE&G. A copy of these Guidelines shall be provided at BOA member's request.

(These rules may be changed by the BOA Board and will be posted on the BOA bulletin board near the ramp. A current copy will be mailed to each BOA member with the notice of the annual meeting.)

The BOA wants to keep your boat safe and secure in the slip and to avoid any damage to the dock, especially in storm situations. The BOA has invested heavily in making cleat updates so they are stronger and will not pull out of the dock. As an owner you need to protect your investment in your boat and also your investment in your slip. Securing your boat to the dock is your responsibility. The BOA is making the following recommendations:

- Use large dock lines 3/8 "or larger and large 8" fenders. Replace any damaged or worn dock lines yearly.
- Use high quality stainless, chrome or brass clips (no swivels - they are weak and will break) on the end of the dock line attached to your boat. Leave your dock lines on the dock when you leave the slip and avoid having to adjust your lines each time you go boating.
- Adjust your boat position so that it is at least 10" from the protective bumper on the main dock. A metal strip has been placed on each dock finger to use as a guide for placement. If your boat is too close to the bumper it will rub on the bumper and damage it. This will result in a \$100 bumper replacement assessment if the dock is damaged by your boat.
- Shown below is a recommended method to properly secure your boat. If you need assistance with securing your boat, please contact a member of the HW BOA.

