

BY-LAWS
of
BOATSHORE HOMEOWNERS ASSOCIATION, INC.

THESE ARE the By-Laws of Boatshore Homeowners Association, Inc. (hereinafter referred to as the "Association"), a nonprofit association of homeowners organized and charged with the primary duty of maintaining the common areas in Boatshore, a single family residential subdivision located in York County, South Carolina.

I. GENERAL

- A. Fiscal Year. The fiscal year of the Association shall be the calendar year.
- B. Application. These By-laws shall apply automatically to all owners, tenants of such owners, employees of owners and tenants, and any other persons who use the property, or any part thereof.

II. MEMBERS

- A. Definition. "Member" as used in these By-laws shall mean and include a lot owner, co-owner, and each of their respective heirs, representatives and successors. Any person becoming an owner shall automatically become a member of the Association and be subject to these By-laws, and this membership shall terminate without any formal action of the Association whenever such person ceases to be an owner, but such termination shall not relieve any such former owner from any liability or obligation incurred under or in any way connected with the lot during the period of this ownership and membership, or impair any effective remedies which the Association or others may

have against such former owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

B. Vote of Members. On all matters upon which the members are entitled to vote, each lot shall represent one vote. However, where one owner(s) owns two contiguous lots, one of which is undeveloped, such owner(s) shall be entitled to only one vote and shall pay only one assessment. Nevertheless, if the owner(s) elects to pay two assessments, he or she shall be entitled to two votes.

If a lot is owned by one person, his right to vote shall be established by the record title of his lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. If a lot is owned by a Corporation or other legal entity, the agent entitled to cast the vote for the lot shall be designated by the appropriate officials in a certificate of appointment filed with the Secretary of the Association. Such certificate shall be valid until revoked, or superseded or until a change in the ownership of the lot occurs.

C. Annual Meeting. Annual meetings of members after the initial meeting shall be held at the place designated in the notice during first two weeks of the month of May of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

D. Special Meetings. Special meetings of members shall be held whenever called by the Officers, and must be called by the officers upon receipt of a written request from members entitled to cast a majority of the total vote of the Association.

E. Notice of Meetings. Notice of all meetings of members stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

The Secretary shall prepare or cause to be prepared, at least ten (10) days before every meeting of the members, a complete list of members entitled to vote at the meeting arranged in alphabetical order, showing the address and the number of votes for each. Such list shall be open to the examination of any member, during ordinary business hours for a period of at least ten (10) days prior to the meeting, at the office of the Association. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any member who is present. The record date for the purpose of determining members entitled to notice of, or to vote at, any meeting of the Association shall be the close of business on the day next preceding the day on which the notice is mailed, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

Notice of the meeting may be waived in writing either before or after meetings, and attendance at any meeting by a member shall be deemed a waiver of the notice requirements with respect thereto unless such member delivers written objection of failure to comply with such notice requirements of the person presiding at the meeting.

F. Quorum. A quorum meeting of members shall consist of persons entitled to cast a majority (51%) of the votes of the entire membership. The joinder of a member in

the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. In the event a quorum is not present at the regular meeting, the meeting shall be rescheduled and notice thereof given pursuant to these by-laws and the quorum at any rescheduled meeting shall be those members present at the rescheduled meeting.

G. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

H. Approval Without Meeting. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person authorized to cast the vote of such member if in an Association meeting.

I. Adjourned Meetings. If any member or members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

J. Presiding Officer. The presiding officer at all meetings of members shall be the President, in whose absence the Vice President shall preside, If neither such officer is present, the members shall elect a Chairman to preside at the particular meeting.

K. Order of Business. The order of business at all Annual Meetings of the members shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Report of officers.

5. Report of committees.
6. Election of Officers.
7. Unfinished business.
8. Election of the Architectural Control Committee.
9. Determine the annual assessment.
10. New business.

The order of business at all Special meetings of the Members shall include items (1) through (4) above, and thereafter; the agenda shall consist of the items specified in the notice of meeting.

L. Powers and Duties of Members. Powers and duties of members shall be those powers and duties specifically and exclusively required by the Restrictive Covenants and Amendment to Restrictive Covenants (hereinafter referred to as the Restrictions) and these By-laws to be exercised and be performed by the Association which powers and duties shall be exercised and performed upon a majority of the total vote of the Association. Such powers and duties to include, but not limited to, the following:

1. Election of officers as provided in these By-laws.
2. Removal of any officer or director upon vote of 75% of the total vote of the Association, and election of a replacement therefore upon vote of a majority of said total vote.
3. Promulgation of regulations.
4. Proposal and approval of amendments to the Restrictions.
5. Approval of amendments to the By-laws, as provided in these By-laws.

6. Approval of increase in assessments, as provided in the Restrictions or in these Bylaws.

M. Obligations of the Members.

1. Assessments. All members are obligated to pay periodic assessments imposed by the Association to meet all Association expenses. The initial annual assessment shall be \$30.00/quarter per lot except where one owner owns two contiguous lots as stated in section II, B., above.

2. Rules of Conduct.

A. Owners shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other owners.

B. A member shall not place or cause to be placed in the common areas or roads any furniture, packages, refuse or any other obstructions of any kind. Such areas shall be used for no other purpose than for normal transit through them.

C. No owner of the property shall:

- (1) Post any advertisements, signs or posters of any kind in or on the property except as authorized by the Association, the By-laws or the restrictions.
- (2) Hang garments, rugs or similar object from their windows or from any of the facades of their houses.
- (3) Hang dust rags, mops or similar objects from the windows.
- (4) Throw garbage or trash outside standard trash and garbage receptacles.
- (5) Act so as to interfere unreasonably with the peace and enjoyment of the owners of the other lots.

- (6) Install or erect any structure of a temporary nature such as a shack, tent, garage, barn or other similar structure except such structures as have been approved by the Architectural Control Committee.
- (7) Install or erect a radio, television or satellite tower or disc within the development. Nevertheless, satellite dishes not exceeding 20" in diameter are permitted but must be located to the rear of the dwelling.
- (8) Comply with all traffic laws and posted speed limits.
- (9) Place any motorcycles and motorbikes on front lawns, sidewalks or porches. The same shall be kept on the driveway or in the garage.
- (10) Permit a dog to be outside of a lot unless on a leash.
- (11) Permit a dog to defecate on the lawn of any lot other than the dog's owner's lot. Any such defalcation shall be immediately removed by the dog owner.
- (12) Excavate, extract or remove any earth or dirt which may materially affect the surface grade of the property.

3. Compliance and Default.

A. Each member shall be governed by and shall comply with the terms of the Restrictions, Articles of Incorporation, By-laws and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the other members to the relief described hereafter in addition to the remedies provided by the Restrictions.

B. A member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the

extent that such expense is not met by the proceeds of insurance carried by the member of the Association. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. The failure of the members to enforce any covenant, restriction, or other provision of the Restrictions, the Articles of Incorporation, the By-laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of their right to do so thereafter.

III. POWERS AND DUTIES OF OFFICERS

A. Elected Officers. The members by majority vote shall elect annually from the membership of the Association a President, Vice-President, Secretary and Treasurer, which officers or any of them may be removed, either with or without cause, at any meeting by vote of a majority of the members. No person may hold more than one such office at the same time. There shall be no compensation of the officers.

B. Powers and Duties of President. The President shall be the chief executive officer of the Association and shall exercise all the powers and perform all the duties of the Association as provided in the Restrictions and these By-laws (including all powers necessary and proper for carrying out such powers and duties) excepting only those powers and duties specifically and exclusively assigned by the Restrictions or these By-laws, to be exercised by the other officers or the membership of the Association. The President's duties shall include, but not be limited to, the following:

1. To report on state of the subdivision at regular meetings of the membership and at special meetings called for that purpose.

2. To manage the affairs of the Association in conformance with the Restrictions and the By-laws, including, without limitation, supervision of employees of the Association, purchase of supplies and equipment, and supervision of performance of contracts to which the Association is a party.
3. To preside at meetings of the members.
4. To attend all meetings of the Architectural Control Committee.
5. To appoint such committees of the Association as he or she in his or her discretion determines to be appropriate in the conduct of the affairs of the Association.
6. To exercise such other powers and perform such other duties as shall be prescribed by the members from time to time at a duly called meeting.

C. Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the President and shall perform such other duties incident to the office of secretary as may be required by the President or the members.

E. Treasurer. The Treasurer keeps full and accurate accounts of all receipts and disbursements in books belonging to the Association and to deposit all monies and other

valuable effects in the name and to the credit of the Association in such depositaries as may from time to time by the Officers.

IV. FISCAL MANAGEMENT OF THE ASSOCIATION

The provisions for fiscal management of the Association set forth in the Restrictions and elsewhere in these By-laws shall be supplemented by the following provisions:

A. Assessments.

1. Creation of the Lien and Personal Obligation of Assessments. By the Restrictions each member is deemed to covenant and agree to pay: (1) to the Association, annual assessments or charges, (2) to the Association, regular or special assessments. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners in the property and in particular for the improvement and maintenance of the entryway.

3. Basis and Maximum of Annual Assessments. Until January 1, 2008, the maximum quarterly assessment shall be Thirty Dollars & No/100 (\$30.00) per quarter.

A. From and after January 1, 2008 the maximum annual assessment may be increased by a vote of the members for the next year and at the end of each year, for each succeeding year, provided that any such change shall have the assent of the majority of the votes of the members in person or by proxy, at the regular annual meeting or at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

4. Uniform Rate. Both annual and special assessments shall be borne at a uniform rate per lot and shall be payable in one annual installment unless the members, by majority vote agree that assessments may be collected on a monthly installment basis or at longer intervals.

5. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten days of the due date, the Treasurer shall dispatch notice to the delinquent owner by regular first class mail, informing that if the assessment together with the additional interest and processing fee is not paid on or before 30 days of the date of the notice, the Association reserves the right to turn the account over to an attorney to begin foreclosure proceedings. On any delinquent account a member shall pay an additional processing fee of \$10.00 if assessments are not paid on or before the 10th of the month the dues are to be paid (January, April, July, October). If the payment is not made by the 11th day of the month, the assessment shall bear a late fee of 4.5% per month until the assessment is paid. The Association reserves the right to charge a \$40.00 NSF fee to any account that a check may be returned on and may refuse to accept checks from that

member in the future. If the Association brings an action at law against the member personally obligated to pay the same or foreclose the lien against the property, interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of his lot.

6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any decree of foreclosure thereof shall not extinguish the lien of such assessments as to payments thereof which became due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed or trust or deeds of trust.

7. Assessment Roll. The assessment roll shall be maintained by the Treasurer in a set of accounting books in which there shall be an account for each member of the Association. Such an account shall designate the name and address of the member, the amount of each assessment against the member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

8. Budget

A. The Treasurer shall prepare a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association.

B. Copies of the budget and proposed assessments shall be presented to the membership at the annual meeting.

9. Bank Accounts. The depository of the Association shall be such bank or banks as shall be designated from time to time by the officers and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by President and Treasurer.

10. Audit of Accounts. An audit of the accounts of the Association shall be made periodically as determined by the Officers, by a certified public accountant, or firm of accountants, and a copy of the report of such accountant with respect thereto shall be furnished to each member no later than April 1 of the year following the year for which the report is made.

V. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of Rick Land and Jeff Parrish, or their designee, until such time as it relinquishes control thereof to the Association upon completion of construction in Boatshore. From and after the relinquishment of the ACC to the Association, the ACC shall be constituted as follows:

At each annual meeting of the Association there shall be elected an Architectural Control Committee, the ACC, consisting of three (3) members, one of which shall be the president of the association, one of which shall be the vice-president of the Association and one of which shall be elected from the membership at large.

The ACC shall select from its panel by majority vote a chairman. It shall be the duty of the ACC to enforce the Restrictive Covenants as far as structure and improvements placed on any lot. No plans shall be approved until an owner receives from the ACC a letter signed by the chairman of the ACC and one other member specifically stating that such plans have been approved. In the event a member's plans are

disapproved by the ACC, such member shall have the right to appeal the decision to the full membership at either the regular annual meeting or at a meeting specifically called for such purpose. The member shall be given full and fair opportunity to be heard. The decision of the ACC shall be overturned by the membership upon a vote of 51% of the members in attendance at the meeting. Until such time as control of the ACC has been relinquished, Rick Land and Jeff Parrish shall have the authority to delegate the responsibility to approve post dwelling construction matters for things such as fences, storage buildings, pools, etc. to a sub-committee consisting of the president, the vice-president and a member elected from the membership at large.

VI. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the By-laws or the Restrictions.

VII. AMENDMENTS

Amendments to the By-laws shall be proposed and adopted in the following manner:

A. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Adoption: A resolution adopting an amendment to the By-laws must receive majority (51%) of the total vote of the Association. Members not present at the meetings considering the amendment may express their approval in writing.

C. Notwithstanding the above, the membership does not have the authority to amend the provisions of these By-laws relating to the composition of the Architectural

Control Committee until such time as Young relinquishes its control of the same to the Association at such time as it has completed construction in Boatshore.

VIII. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

IX. CONSTRUCTION

In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-laws, the Restrictions shall control.

X. MORTGAGES

1. Notice of Unpaid Assessments. The Treasurer or President shall, at the request of a lending institution holding a mortgage against any lot, report any unpaid assessments due to the Association from the owner of such lot.

XI. NON-LIABILITY AND INDEMNITY OF OFFICERS

1. No Officer of the Association shall be liable for acts, faults or neglects of any other Officer or member or for any loss sustained by the Association or any member, unless the same shall have resulted from his own willful or negligent act or neglect.

2. Every Officer and agent of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with or resulting

from any claim, action, suit, procedure, investigation or inquiry as to whatever nature in which he may be involved as a party or otherwise by reason of his being or having been an Officer or agent at the time of incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation for inquiry to be liable for willful misconduct or neglect in the performance of his duties, in the absence of such final adjudication of the existence of such liability, the Association and each member thereof and officer or agent thereunder may conclusively rely on an opinion of legal counsel selected by the association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law, and such shall inure to the benefit of the legal representative of such person.

XII. USE OF PRONOUNS

Wherever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires, and vice versa.

We hereby certify that the foregoing is a true and accurate copy of the BYLAWS adopted by the officers of the Boatshore Home Owner's Association, Inc. and contains all amendments thereto through the date of this certification.

Wendy Bauer
President

Al Burt
Secretary

Date of Certification: 2.28.06

