

These by-laws were passed unanimously by the  
Harbour Key Board of Directors  
On  
October 14, 2010  
They are effective as of that date

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**BYLAWS  
OF  
HARBOUR KEY COMMUNITY ASSOCIATION, INC.**

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## **ARTICLE I - NAME, LOCATION AND MEMBERSHIP**

**Section 1. Name.** The name of this association is Harbour Key Community Association, Inc. (ASSOCIATION).

**Section 2. Purpose.** The purpose of the ASSOCIATION is to (a) protect, preserve, maintain, repair and acquire common assets for the Members, (b) to promote the health, safety, environmental and general welfare of the Members, and, (c) to operate and manage the ASSOCIATION as an entity for these benefits to the Members.

**Section 3. Agent.** The initial registered agent is Walter Daniels whose address is 2134 Sea island Parkway, Harbor island, SC 29920.

**Section 4. Office.** The original principal office of the ASSOCIATION shall be located at 2134 Sea island Parkway, Harbor island, SC 29920.. Meetings of the members may be held at such places designated by the Board of Directors (BOARD) from time to time in Beaufort County, South Carolina.

**Section 5. Membership.** Each and every record owner or owners (OWNER) of a fee interest in any lot (hereinafter LOT) located in Harbour Key Subdivision in Beaufort County, S.C. shall be a mandatory member of the ASSOCIATION, excluding persons who hold such interest under a deed to secure debt, mortgage or deed of trust. Spouses and children of OWNERS are not members unless their names appear on the deed.

All OWNERS of each LOT shall designate in writing and deliver to the Secretary from among such OWNERS, the name of one voting member and their address, and such designated member shall represent the OWNERS in connection with all activities of the ASSOCIATION. Such designation shall be valid until revoked in writing by all OWNERS and delivered to the Secretary or until the OWNERS sell the LOT, whichever event shall first occur. Members are designated as OWNERS and the collective body of membership is designated as the ASSOCIATION.

**Section 6. Suspension of Use and Voting Rights.** During any period in which there shall be in default of the performance of the provisions of the DECLARATION or the Bylaws, or the Rules, the voting rights of the OWNER and also the rights of the OWNER (their tenants or family members or guests) to use and enjoy the COMMON PROPERTY may be suspended by the BOARD until such time as compliance has been made.

**Section 7. Applicability.** These Bylaws are applicable to all OWNERS of Lots in Harbour Key Subdivision; the COMMON PROPERTY, and the ASSOCIATION. They

Adopted on \_\_\_\_\_

are binding on all present or future MEMBERS, their families, tenants, guests, employees, and any other person residing in or occupying a LOT. Each and every person who accepts a deed to, a lease of, or who occupies or uses any LOT or the COMMON PROPERTY thereby consents to be bound by the provisions of these Bylaws, the Rules of Conduct, and the DECLARATION.

## ARTICLE II - DEFINITIONS

The terms used in these Bylaws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded DECLARATION of Covenants and Restrictions for Harbour Key Subdivision to which these Bylaws are annexed.

## ARTICLE III - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

**Delegation of Property Rights:** Each member of the ASSOCIATION shall be entitled to the use and enjoyment of the COMMON PROPERTY as provided in the DECLARATION except as stated herein. Any OWNER may assign his rights of enjoyment and use of the COMMON PROPERTY to the members of his immediate family, to his guests, or to his tenants who reside on his LOT. Such Member shall notify the Secretary in writing of the name or names of any such assignees. The rights and privileges of such assignees are subject to suspension to the same extent as those of the Member.

## ARTICLE IV - MEETINGS OF ASSOCIATION

**Section 1. Place of Meeting.** Meetings of the ASSOCIATION shall be held in Beaufort County, South Carolina at such suitable place convenient to the Members as may be designated by the BOARD.

**Section 2. Annual Meeting.** Regular annual meetings shall be held in November in conjunction with the Harbor Island Owners Association Annual Meeting.

**Section 3. Special Meetings.** Special meetings of the Members may be called at any time by (a) the President, (b) by resolution of the BOARD, or upon (c) the receipt by the Secretary of a petition signed by members holding greater than ten per cent (10%) of the total vote of the ASSOCIATION. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at

Adopted on \_\_\_\_\_

a special meeting except by written consent of sixty-five per cent (65%) of the Members. If a resolution is to be voted on at the Special Meeting, the language of the proposed resolution must be sent with the notice of the meeting.

**Section 4. Notice of Meetings.** The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at the last address of such Members at least fifteen (15) days but not more than forty-five (45) days prior to such meeting. Mailing notice as herein provided shall be deemed delivery thereof. Any Member may waive notice of the meeting in writing either before or after the meeting. Attendance of a Member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common, shall be deemed notice to all. It is the responsibility of each OWNER to maintain a current mailing address with the Secretary.

**Section 5. Order of Business.** The order of business at each annual meeting shall be as follows, to wit:

- a. Roll call and confirming of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees, if any.
- f. Election of Board.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

The order of business at a special meeting shall include items a through c above, and thereafter, the items specified in the meeting notice.

**Section 6. Quorum.** At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of Members holding forty per cent (40%) or more of the total votes in the Membership. If a quorum shall not be present at any meeting, a majority vote of those present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained which shall be twenty five per cent (25%) of the total votes at any adjourned meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Adopted on \_\_\_\_\_

**Section 7. Voting Rights.** There shall be one vote per each LOT.

Any Member delinquent in the payment of assessments or that has been determined by the BOARD to be in breach of any of the terms and conditions of the Declaration, these Bylaws or the Rules of Conduct shall not be entitled to vote and their vote shall not be used to determine a quorum.

**Section 8. Proxy.** Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary before the designated time of each meeting. A single proxy can not be longer than eleven months. The proxy form shall designate the vote of the proxy holder. Proxies must be signed by all of the OWNERS of a Lot.

**Section 9. Majority Vote.** Acts authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts of the ASSOCIATION, except where a higher percentage vote is required by these Bylaws, the DECLARATION, or by law, and shall be binding for all purposes.

**Section 10. Actions Without Meeting.** Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by persons who would be entitled to cast sixty-five per cent (65%) of the total votes of the ASSOCIATION at a meeting and such consent is filed with the Secretary of the ASSOCIATION and is inserted in the Minute Book thereof.

## **ARTICLE V - BOARD OF DIRECTORS**

**Section 1. Number.** The business and affairs of the ASSOCIATION shall be governed by a Board of Directors (herein sometimes referred to as the "BOARD"). The BOARD shall consist of five (5) OWNERS. Each shall be an OWNER. Any qualified person may be re-elected for up to six consecutive years. Candidates and Board members must be in "good standing" at all times. The term "good standing" means there has not been a written decision by the BOARD of a default in any term or condition of the DECLARATION, BYLAWS, or the RULES.

**Section 2. Election and Term of Office.** At the first annual meeting of the ASSOCIATION the Members thereof shall elect two directors for an initial term of one year, three directors for an initial term of two years. Thereafter directors will serve two year terms. Cumulative voting is not permitted. Directors shall serve until their successors are elected and sworn into office.

Adopted on \_\_\_\_\_

**Section 3. Power and Duties.** The BOARD shall manage and direct the affairs of the ASSOCIATION and, subject to any restrictions imposed by law, by the DECLARATION, or these Bylaws, may exercise all the powers of the ASSOCIATION. The BOARD shall exercise such duties and responsibility as it may deem necessary in the exercise of its powers, including without limitation, (a) the determining of Assessments, (b) the collection of Assessments and charges from the owners, (c) the establishment, amendment and administration from time to time of reasonable RULES of Conduct (d) the operation and administration of the ASSOCIATION , and (e) the employment and dismissal of personnel necessary for the maintenance and operation of the COMMON PROPERTY and, (f) operation of the ARB and other committees. Additionally, the BOARD may require that all employees handling or responsible for ASSOCIATION funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the ASSOCIATION.

**Section 4. Management Agent.** The BOARD may employ a managing agent under such terms and conditions as the BOARD may authorize to implement BOARD decisions; provided, however, the BOARD shall not delegate to such agent the authority of the ASSOCIATION. Such managing agent shall have such duties and shall receive such compensation as determined by the BOARD.

**Section 5. Vacancies.** Vacancies on the BOARD caused by any reason other than the removal of a member by a vote of the ASSOCIATION shall be filled by vote of the majority of the remaining members of the BOARD, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected at the next annual meeting. Vacancies caused by removal shall be filled by vote of the MEMBERS at the same meeting at which a BOARD member is removed.

**Section 6. Removal.** At any regular or special meeting of the ASSOCIATION duly called for only such purpose, any one or more of the BOARD members may be removed with or without cause by a vote of sixty seven percent (67%) of the total votes of the ASSOCIATION with fifteen (15) days written notice being given by the Secretary to the Director to be removed. Any BOARD member whose removal has been proposed shall be given an opportunity to be heard at such meeting. A successor Director can then be elected by the Members.

Adopted on \_\_\_\_\_

In addition, any member of the BOARD can be removed for cause by a vote of all the other BOARD members. In such event, the BOARD shall elect a new BOARD member to serve until the next general election and the Members shall elect someone to complete the term.

Sale of his LOT by a Director shall automatically terminate his term of office. A Director who does not attend three Board meetings in one year without a reasonable excuse shall automatically be dismissed as a Director.

**Section 7. Regular Meetings.** The first regular meeting of the BOARD shall be held immediately following the first annual meeting of the Members of the ASSOCIATION and regular meetings thereafter shall be held on such dates and at such place and hour, but not less frequently than calendar quarterly, as may be fixed from time to time by resolution of the BOARD. Notice of regular meetings of the BOARD shall be given to each Administrator, personally or by mail, telephone, fax or e-mail, at least three (3) days prior to the day of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the Administrator provided that a majority of the entire BOARD is present at such meeting. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 8. Special Meetings.** Special meetings of the BOARD may be called by the President on three (3) days notice to each administrator, given personally or by mail, telephone, fax or e-mail, which notice shall state the date, time, place (as herein above provided) and purpose of the meeting. Special meetings of the BOARD may also be called by the Secretary in like manner and on like notice upon the written request of at least two (2) BOARD Members.

**Section 9. Waiver of Notice.** Before or at any meeting of the BOARD any BOARD Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Administrator at any meeting of the BOARD shall be a waiver of notice by him of the date, time and place thereof. If all the administrators are present at any meeting of the BOARD, no notice shall be required and any business may be transacted at such meeting.

**Section 10. Quorum.** At all meetings of the BOARD, a majority of the then qualified BOARD shall constitute a quorum for the transaction of business, and the acts of the majority of the administrators present at a meeting at which a quorum is present shall be the acts of the BOARD. If, at any meeting of the BOARD, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Adopted on \_\_\_\_\_

**Section 11. Compensation.** No administrator shall receive compensation for any service he may render to the ASSOCIATION nor shall the ASSOCIATION make any loan, directly or indirectly, to an administrator. An administrator may be reimbursed for the expenses incurred by him in the performance of his duties.

**Section 12. Action by BOARD Without a Meeting.** The BOARD shall have the right to take any action which it could take at a meeting by obtaining the written approval or ratification of all. Any action so approved shall have the same effect as though taken at a meeting of the BOARD.

**Section 13. Liability.** To the extent permitted by the South Carolina law in effect at the applicable time, no Administrator shall be liable to any OWNER for injury or damage caused by such Administrator in the performance of his duties unless due to the willful misfeasance or malfeasance of such administrator. Furthermore, each director shall be indemnified by the ASSOCIATION, up to the limits of liability insurance policy in place, against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been and administrator whether or not he is an administrator at the times such expenses and liabilities are incurred, except in such cases where the administrator is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the BOARD approves such settlement and reimbursement as being in the best interest of the ASSOCIATION. Such indemnity shall be subject to approval by the members of the ASSOCIATION only when such approval is required by the laws of South Carolina.

**Section 14. Procedure.** The BOARD may adopt rules of procedure for the conduct of their meetings.

**Section 15. Committees.** The BOARD shall appoint such committees as it deems necessary to investigate issues and report findings to the BOARD. Committees shall keep minutes of their activities and file written copies with the BOARD each calendar quarter. The BOARD shall appoint a chairman and Secretary.

**Section 16. Insurance.** The BOARD shall assure that liability insurance is current and in force to the benefit of the Association in the minimum of one million dollars (\$1,000,000). The BOARD shall assure that Directors and Officers insurance is current and in place, to the benefit of Directors, committees and assigns in the minimum amount of one million dollars (\$1, 000,000).

Adopted on \_\_\_\_\_

**Section 17. Audit.** An audit of the accounts of the Association shall be made annually as a common expense by a public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing.

## **ARTICLE VI - OFFICERS**

**Section 1. Number and Election.** There shall be elected annually by and from the Board a President, a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The BOARD may also elect from time to time such other officers as in their judgment may be needed, such officers need not be Board members.

**Section 2. Removal and Vacancies.** Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the BOARD. A vacancy in any office may be filled by the BOARD at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 3. Duties.** The duties of the officers shall be as follows, to wit:

- (a) **President.** The President shall be the chief executive officer and shall preside at all meetings of the BOARD and the ASSOCIATION, shall see that orders and resolutions of the BOARD are carried out, shall appoint committees consisting of members of the ASSOCIATION as in his opinion are necessary, shall co-sign with another officer all contracts, promissory notes, mortgages and similar documents, if any, and shall perform such other duties as may be delegated to him by the BOARD. He shall have all the general powers and duties which are incident to the office of President of a corporation organized under the laws of South Carolina.
- (b) **Secretary.** The Secretary shall transcribe and record the votes of the Members and the BOARD and keep the minutes of all meetings and proceedings of the Members and the BOARD and the ASSOCIATION; keep appropriate current records, showing the Members of the ASSOCIATION together with their addresses and designating those members entitled to vote; and perform such other duties as may be required of him by the BOARD or incident to the office of Secretary of a corporation organized under the laws of South Carolina. Minutes of all meetings will be e-mailed to all members and placed on the Harbor Island website harborislandoa.com within one (1) week of the meeting. Copies may also be requested from the management office in writing.

Adopted on \_\_\_\_\_

- (c) **Treasurer.** The Treasurer shall be responsible for the funds of the ASSOCIATION, shall prepare financial reports of the activities of the ASSOCIATION, and shall maintain full and accurate duties as may be designated by the BOARD or incident to the laws of South Carolina.

**Section 4. Compensation.** Officers shall not be compensated on any basis for the usual and ordinary services rendered to the ASSOCIATION incident to their offices, nor shall the ASSOCIATION make loans, directly or indirectly, to any office. The officers may be reimbursed for reasonable out of pocket expenses incurred on behalf of the ASSOCIATION.

**Section 5. Liability.** To the extent permitted by South Carolina law in effect at the applicable time, no officer shall be liable to any OWNER for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the ASSOCIATION against all liabilities and expenses, up to the limits of an insurance policy in place, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the ASSOCIATION, whether or not he is an officer of the ASSOCIATION at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the BOARD approves such settlement and reimbursement as being in the best interest of the ASSOCIATION. Such indemnity shall be subject to approval by the Members of the ASSOCIATION only when required by South Carolina law.

Adopted on \_\_\_\_\_

## ARTICLE VII - RULES OF CONDUCT

**Section 1. Conduct of Members.** All Owners, their families, guests, visitors and tenants, and each and every occupant of a LOT or of the COMMON PROPERTY shall at all times observe the published RULES of Conduct which may be established from time to time by the BOARD.

The RULES of Conduct shall be kept by the Secretary in a separate book for such purposes. In the discretion of the BOARD, a separate Rules Committee of three (3) members may be created to act for the BOARD. Members of the Committee shall serve for a term of one (1) year and may be removed during the term of their office by a majority of the BOARD. They need not to be members of the BOARD.

The initial Rules of Conduct are set forth on Attachment One hereto and shall be effective until amended by the Board.

**Section 2. Conflicts.** In the event of any conflict between the provisions of the DECLARATION and the provisions of these Bylaws, the provisions of the DECLARATION shall control.

Subject to the limitations in the DECLARATION, the BOARD shall have the full power and authority to monetarily fine, suspend the use of, or place on probation for each single infraction any OWNER, or his family members or guest, or tenant, or take other appropriate actions for an infraction of the RULES of Conduct. Any BOARD Member shall have the right to immediately suspend the person from temporary use of the COMMON PROPERTY without notice of hearing and subject to a subsequent hearing on the infraction as set forth herein. Any complaint by one OWNER against another shall be in writing and signed by the complaining person.

Subject to the DECLARATION, the BOARD shall have the full power and authority to suspend any OWNER (and his family members, guests and tenants) of use of the COMMON PROPERTY (except ingress and egress) for the failure to pay when due any single ASSESSMENT payment.

**Section 2. Violations.** Pursuant to written notice being given forty-eight (48) hours in advance of the nature of the complaint, a person alleged to have violated the RULES is entitled to a hearing before the Rules Committee with an opportunity for the OWNER to be heard with cross examination. A majority vote of the Committee shall be necessary to fine, suspend, or place on probation.

Adopted on \_\_\_\_\_

**Any person desiring to appeal any decision of the Rules Committee shall give written notice to the Committee within seven days of the decision. The appeal to be heard de novo by the BOARD within thirty days of such notice of appeal. The decision of the BOARD to be in writing and to be final.**

**The privilege given to family members and tenants or guests shall not be construed as granting membership to such persons.**

**Adopted on \_\_\_\_\_**

**ARTICLE VIII - AMENDMENTS**

**Section 1. Amendment. These Bylaws may be amended by a vote of sixty seven per cent (67%) of the total votes of the Members of the ASSOCIATION at a duly constituted meeting of the Members, in strict accordance with the laws of South Carolina and after a written copy of any proposed amendment has been sent to each Member at least twenty days in advance of the meeting. Any amendments shall be set forth in proper form and duly recorded. Each and every OWNER by accepting a deed therefore thereby agrees to be bound by and benefit from any such amendment thereto.**

**Adopted on \_\_\_\_\_**

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**CERTIFICATION**

The undersigned hereby certifies as follows, to wit:

- (a) He/She is the duly elected and acting Secretary of Harbour Key Community Association, Inc.; and
- (b) The foregoing Bylaws constitute the original Bylaws of the ASSOCIATION, as duly adopted at a meeting of the BOARD of Directors thereof, held on March 28, 1980.

IN WITNESS WHEREOF, the signature of the ASSOCIATION ON \_\_\_\_\_, 20\_\_.

\_\_\_\_\_)  
 Witness 1 )  
 )  
 )  
 )  
 \_\_\_\_\_)  
 Witness 2 )

Harbour Key Community Association, Inc.

By: \_\_\_\_\_  
Secretary

Adopted on \_\_\_\_\_

Adopted on \_\_\_\_\_

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF PROBATE**

**PERSONALLY** \_\_\_\_\_ appeared before me  
(as Witness 1) and made oath that he/she saw the within named Harbour Key  
Community Association, Inc. by \_\_\_\_\_, as its Secretary,  
sign, seal and as the act and deed deliver the within Certification to the Bylaws of  
Retreat Courts Community Association, Inc. for the uses and purposes therein  
mentioned and that he/she with \_\_\_\_\_ (as Witness 2)  
witnessed the execution thereof.

SWORN to before me on \_\_\_\_\_ )  
\_\_\_\_\_, 20\_\_\_\_. )  
 )  
\_\_\_\_\_) (SEAL) )  
 )  
Notary Public for South Carolina )  
My Commission Expires:\_\_\_\_\_ )

\_\_\_\_\_  
Signature of Witness 1

Adopted on \_\_\_\_\_ \

**Attachment One**

---

- (1) Property of the ASSOCIATION shall not be removed from its proper place nor shall it be loaned or rented to any person not a member of the ASSOCIATION.**
- (2) No reprimand shall be given by OWNERS to employees of the ASSOCIATION. Complaints shall be made in writing to the Secretary giving the name of the employee, date, and subject matter of the Complaint requesting action by the BOARD.**
- (3) Neither beer, wine, liquor nor any unlawful drugs shall be sold or distributed on any LOT or COMMON PROPERTY except those items and matters in a lawful manner.**
- (4) All persons must wear normal attire at all times.**
- (5) The ASSOCIATION shall not be responsible for valuables lost or stolen.**
- (6) OWNERS and residents shall act so as not to unreasonably interfere with the peace, quiet and enjoyment of the other residents and shall exercise care to avoid unnecessary noise or use of musical instruments, radio, televisions, and amplifiers that may disturb the peace and quiet of other residents.**
- (7) OWNERS are at all times responsible for the conduct and behavior of their family members, invitees and guests and a violation by such persons shall be considered a violation by the LOT OWNER.**

**Adopted on \_\_\_\_\_**



