

**REVISED BYLAWS OF  
CLEARWATER ON LAKE MURRAY HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Clearwater on Lake Murray Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Corporation shall be the address of the duly elected Secretary of the Corporation. The mailing address of the Corporation shall be Highway 6, P.O. Box 128, Ballentine, SC 29002-0128. Meetings of Members and Directors may be held at such places within the state of South Carolina, County of Lexington as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Clearwater on Lake Murray Homeowners' Association, Inc. its successors and assigns.

Section 2. "The Properties" shall mean and refer to all property including lots and common areas, as are subject to the Declaration as defined herein, and which are described in Schedule A together with any additional phases that may be developed pursuant hereto.

Section 3. "Common Areas" shall mean and refer to those areas of land shown on any subdivision map of The Properties or by any other means so designated. Such areas are intended to be devoted to the common use and enjoyment of Members of the Association as herein defined and are not dedicated for use by the general public.

Section 4. "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for dwelling home use, shown on any subdivision map of The Properties, but shall not include Common Areas as herein defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article III, Sec. 1 of the Covenants.

Section 7. "Plans", "Specifications", "Elevations", "Exterior Designs", and such like terms shall refer to and encompass the plans, specifications, elevations, and designs as well as set backs, locations, etc. contained hereinafter in this document or in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Clearwater on Lake Murray, Inc and any amendments, modifications or revisions thereto.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Clearwater on Lake Murray Homeowners' Association, Inc. and also any amendment or modification thereof.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the month of November of each year thereafter.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members who are entitled to vote one-fourth of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing

a copy of such notice, postage prepaid, not less than thirty (30) days, nor more than sixty (60) days, before such meeting to each member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of the special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

Section 6. Action by written ballot. Any action that may be taken at an annual, regular, or special meeting of members may be taken without a meeting if the corporation delivers a written ballot to every member entitled to vote on the matter.

## ARTICLE IV

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six Directors, who are members of the Association and who shall consist of President, Vice-President, Treasurer, Secretary, Clearwater Member-at-Large and Shelter Cove Member-at-Large.

Section 2. Term of Office. At the first annual meeting, the Members shall have three Directors remain for a term of one year, three Directors be elected for a term two years and at each annual meeting thereafter, the Members shall elect new or successive Directors for a term of two years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred for the performance of his duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section I. Nomination. Nomination for election for the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor of the annual meeting. The nominating committee shall consist of a Chairman, and two more Members of the Association. The nominating committee shall be appointed by the Board of Directors no later than six (6) months prior to the annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly with notice by general newsletter, at such place and hour as may be fixed from time to time by Resolution of the Board.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of a majority of all the Directors. The action must be evidenced by a written consent describing the action taken, which may be by electronic mail, and included in the minutes filed with the corporate records reflecting the action taken. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt, publish and revise rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which each Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, or a period not to exceed sixty days for infraction of published rules and regulations;
- (c) Exercise for the Association of all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board of Directors unless such absence shall be excused by a majority of the Board, and;
- (e) Employ a manager, an independent contractor, or such other employees as they may deem necessary, to prescribe their duties.

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

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (i) Fix the amount of annual assessments against each lot at least thirty days in advance of each annual assessment;
  - (2) Send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment;

- (3) Foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deed appropriate;
- (g) Cause the Common Area and all improvements situated thereon to be maintained.

## ARTICLE VIII

### DIRECTORS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a President, Vice President, Secretary and Treasurer who shall at all times be Members of the Board of Directors, and a Clearwater Member-at-Large and a Shelter Cove Member-at-Large.

Section 2. Election of Directors. The election of Directors for those with expired terms, shall take place at the annual meeting of the Members.

Section 3. Term. The Directors of this Association, whose term is expiring, shall be elected annually by voting members, and each shall hold office for two years unless he shall sooner resign, or shall be removed, or other wise disqualified to serve.

Section 4. Resignation and Removal. Any director may be removed from office with or without cause by the Board. Any Director may resign at any time giving written notice to the Board, the President or Secretary. 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Director appointed to such vacancy shall serve for the remainder of the term of the Director he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the offices.

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

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep a copy of the Articles of Incorporation, Bylaws, Declaration of the Covenants, and all amendments to them currently in effect; keep a copy of all actions approved by the members, all written communications including the financial statements for the past three years; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board.



(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

(e.) Members-at-Large. The Member-at-Large from Clearwater and the Member-at-Large from Shelter Cove shall represent the homeowners for their respective areas; report to the Board any homeowner concerns, and shall perform such other duties as required by the Board.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control Board as provided in the Declaration. In the absence of a 3 member Architectural Board, the Board of Directors shall approve all requests by a majority vote. A Nominating Committee shall be appointed, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, or other reasonable circumstances, be subject to inspection by any member and by any holder, insurer, or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any

member, lender, holder, insurer, or guarantor of any first mortgage at the principal office of the Association, which shall be the address of the Secretary, where copies may be purchased at reasonable cost.

The Treasurer, upon written request, by any owner or the holder, insurer, or guarantor of any first mortgage on any lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year within 5 working days of the request.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments, which are secured by a continuing lien on the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty days after the delinquency the assessment shall bear interest from the date of delinquency at the rate of \$10.00 per month, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce and foreclose the lien against the lot or lots; and in the event judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: Clearwater on Lake Murray Homeowners' Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of quorum of members entitled to vote present in person or by proxy, but in no event shall more than one (1) vote be cast per Lot.

Section 2. In the case of any conflict of any Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, and the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF we, being all of the Directors of Clearwater on Lake Murray Homeowners' Association, Inc. have hereunto set our hands and seals

this 26<sup>th</sup> day of February, 2006

## EXHIBIT A

### PROPERTIES

All those certain pieces, parcels or tracts of land located in the Fork Township of Lexington County approximately one and one-fourth miles North of Lake Murray Dam, in the County of Lexington, State of South Carolina, being shown as Parcel A containing 17.588 acres, Parcel B containing 26.419 acres, Parcel C containing .158 acre and Parcel D containing .724 acre on a Plat of property prepared for Clearwater Associates, A South Carolina General Partnership and also S.C.N. Mortgage Corporation dated December 16, 1986 by Carl W. Bostick, R.L.S. #4786 and recorded in the Office of the R.M.C. for Lexington County, South Carolina in Plat Book 213-G at Page 109, and having such metes and bounds as are shown on said plat.

Parcel A being the same property heretofore conveyed to Dupre Percival Realty, Inc. and David N. Jordan by Deed of Fred A. Dickson and Maude T. Dickson dated December 31, 1986 and recorded in the Office of the R.M.C. for Lexington County on December 31, 1986 in Deed Book 862 at Page 4; Parcel B being the same property heretofore conveyed to Dupre Percival Realty, Inc. and David N. Jordan by Deed of Suedelle S. Wyse and Janet W. Price dated December \_\_\_\_, 1986 and recorded in said R.M.C. office on December 31, 1986 in Deed Book 862 at Page 36; Parcel C being the same property heretofore conveyed to Dupre Percival Realty, Inc. and David N. Jordan by Deed of J. L. Hudson, Jr. and Sylvia C. Hudson dated December 30, 1986 and recorded in said R.M.C. office on January 5, 1987 in Deed Book 862 at Page 333; and Parcel D being the same property heretofore conveyed to Dupre Percival Realty, Inc. and David N. Jordan by Deed of Ralph C. Bickley and Ethel B. Bickley dated December 31, 1986 and recorded in said R.M.C. office on January 5, 1987 in Deed Book 862 at Page 336.

TMS Number:            Parcel A 1820-2-7  
                                 Parcel B 1800-7-22  
                                 Parcel C A portion of 1800-7-11  
                                 Parcel D 1800-7-12

### COMMON AREAS

All those certain pieces, parcels and tracts of land designated as common area located in the Dutch Fork Township, Lexington County, approximately one and one-fourth miles North of Lake Murray Dam, in the County of Lexington, State of South Carolina, and being shown more particularly on two plats prepared for Homestead Associates, Inc. and S.C.N. Mortgage Corporation, both being dated May 28, 1987 and last revised July 23, 1987 by Larry W. Smith, South Carolina R.L.S. #3724, said plats being recorded in the office of the R.M.C. for Lexington County in Plat Book \_\_\_\_ and Page \_\_\_\_ and Plat Book \_\_\_\_ at Page \_\_\_\_.

Said first plat showing common area containing the entrance and tennis court which is more specially shown as that common area bounded on the South by Clearview Drive right-of-way; on the Northwest by Lot 66 and on the Northeast by property now or formerly of R.S. Owings, Jr. and also certain common areas for common boat storage which is bounded on the North by Lot 8, on the East by Clearview Drive, on the South by Lot 7 and on the Southwest by road S-32-607 right-of-way and property now or formerly owned by L. B. Dreher.

Also, on the second plat that certain common area fronting on the waters of Lake Murray and bounded on the North by Lot 32, on the East by Clearview Drive, on the South by Lot 31 and on the West by waters of Lake Murray.