

**RULES AND REGULATIONS
NIGHT HARBOR HOMEOWNERS ASSOCIATION, INC.
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as of 11/2018

***RULES AND REGULATIONS
NIGHT HARBOR HOMEOWNERS ASSOCIATION***

***RULES AND REGULATIONS FOR
THE NIGHT HARBOR HOMEOWNERS ASSOCIATION, INC.***

The following Rules and Regulations shall govern the rights and responsibilities of the Members of the Night Harbor Homeowners Association, Inc., (the “Association”) with respect to their membership in the Association and their use of the Recreational Facilities, their watercraft usage and waterfront activities. These Rules and Regulations do not preempt any of the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Night Harbor Subdivision, or the Bylaws of the Association. Capitalized terms used in these Rules and Regulations shall have the same meaning as set forth in the Declaration and Bylaws for Night Harbor Subdivision, unless otherwise defined herein.

***ARTICLE I
ARCHITECTURAL REVIEW***

- 1) Architectural Review Protocol**
 - A) Completed Architectural Review form must be given to the Architectural Control Committee.
 - B) If the specifications are approved, no further action is required. Should the specifications be denied, you may appeal to the Board of Directors for determination.
 - C) Any attempt to circumvent this procedure will result in the plans being returned to the Committee.
 - D) The Board of Directors will have final authority on all requests for Architectural Review with the exception of new home construction, which the Declarant shall retain final authority.

- 2) Members Information Required For Architectural Review**

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Revised 5/14/07

**INFORMATION REQUIRED FOR
~ ARCHITECTURAL REVIEW ~**

A great deal of effort was given to the master planning of Night Harbor to ensure a thoughtful and harmonious development process. A major concern in the planning is the integration of development with its immediate environment. Man-made improvements should, as much as possible, blend with nature. The result will be more pleasing to the eye and a more attractive community in which we live.

In order to assure that homes meet requirements in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Night Harbor, Phase I and Phase II, which have been declared and recorded, and to ensure the overall attractiveness of the development, all proposed homes are required to be approved by The Architectural Control Committee. If plans are denied, they may be appealed to the Board of Directors. If the Board of Directors denies the plans, they may be appealed to the Declarant, for review.

Please review the Declaration of Covenants, Conditions, Restrictions and Easements, Bylaws and Rules and Regulations for Night Harbor, Phase I and Phase II.

Please submit the following information required for architectural approval in Night Harbor Phase _____, Lot _____, and Street Address _____.

SUBMISSION:

- (B) One set of all plans must be submitted to the Architectural Control Committee, and will be retained as a permanent record, with this completed form. (The ACC will require (14) days to thoroughly review the proposed plans and determine approval or denial, based on the ACC Protocol.)
- (C) Registered or Recorded survey of existing property reflecting the location of the proposed structure.

EXTERIOR ELEVATION:

Use a 1/4 " scale for front elevation and a 1/8" or 1/4" for other elevations. Submit a complete set of plans, which identify all exterior materials, roof pitches and square footage.

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EXTERIOR MATERIALS:

Complete the following indicating Materials, Colors and design being used.
(not Manufacturer)

Name & Color

Doors:	_____
Door Color:	_____
Windows:	_____
Shutters:	_____
Shutter Color:	_____
Vents:	_____
Railings:	_____
Columns:	_____
Stucco:	_____
Cornices:	_____
Trim:	_____
Trim Color:	_____
Bricks:	_____
Shingles:	_____
Siding Color(s):	_____

Note: For bulky items, manufacture's pictures or literature is acceptable.
Submit actual samples for all non-neutral colors.

Total heated area is _____ square feet.

- ✓ All approvals by the Architectural Control Committee, the Board of Directors, or the Declarant will be in writing; verbal approvals have no standing and are not binding.
- ✓ I (we) understand and agree that the Architectural Review form and plans will not be reviewed until Association Dues have been paid.
- ✓ I (we) declare that we have permission, free & clear, to use the attached blueprints for purposes of this review.
- ✓ I (we) have received and read the Declaration of Covenants, Conditions, Restrictions and Easements, Bylaws and Rules and Regulations for Night Harbor. (If this Dwelling is a spec home, the Buyer must receive copies of these Documents prior to closing)
- ✓ I (we) agree to abide by the CABO manual as well as state & County Building Codes. Failure to comply would be determined by the County of Lexington, Building Inspector.
- ✓ I (we) have read, understand and agree with the violation/fines of the Night Harbor Architectural Guidelines.

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- ✓ I (we) agree to conform to current Night Harbor standards regarding the use of 6" x 6" mail posts and black mailboxes.
- ✓ I (we) agree that no structure shall be erected or placed on any Lot within the property other than one permanent single-family Dwelling which shall include one attached or detached, fully enclosed, garage of similar design to the primary Dwelling and of sufficient size to accommodate a minimum of two automobiles.
- ✓ I (we) agree that Lots may not be cleared until Lot clearing and tree preservation plan is approved, in writing, in accordance with the Night Harbor documents.
- ✓ I (we) agree that the above-described property will be constructed in accordance with the exterior specifications described herein. Any deviation from the above must be resubmitted for approval.
- ✓ I (we) understand the Architectural Control Committee or the Board of Directors will periodically review the building site to verify that the exterior and construction design is according to the approved plans. If construction has been done contrary to the approved plans, the ACC or the BOD may force removal of the improvements, reconstruction to meet the approved plan, or for any other action that the ACC or the BOD deems is appropriate, including fines equal to the cost of the approved construction specifications plus enforcement costs.
- ✓ I (we) agree that a written Landscape plan, including erosion control measures, must be submitted to and approved by the Architectural Control Committee.
- ✓ I (we) understand and agree that the Night Harbor Homeowners Association prohibits obnoxious or offensive activities. Contractors, Sub-contractors, Material Delivery Persons and any other agent of the Owner doing business in Night Harbor will be required to conduct themselves accordingly.
- ✓ I (we) agree that the Owner of the property will be held financially responsible for any damages caused to Night Harbor Properties by their Contractors, Sub-contractors, Material Delivery Persons and any other agent of the Owner doing business in Night Harbor.
- ✓ I (we) agree that after a written warning, the Builder or Owner will have 72 hours to correct the violation. All written warnings will be mailed to the last known address of the Owner.

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VARIANCES:

Is a variance required for this construction?

Yes _____ No _____

If yes, what is the variance? _____

Explanation of why variance is needed: _____

Signature of Declarant: _____

Date variance filed with Lexington County including Book & Page Number: _____

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~ ARCHITECTURAL GUIDELINES ~
*(Fines must be paid within seven (7) days.
 If fines are not paid within 7 days,
 A Lien will be placed against the property.)*

<u>VIOLATION</u>	<u>FINE</u>
Unapproved clearing of Lot	\$1000.00 fine*
Unapproved removal of trees	Replacement of trees as directed by the ACC and a fine of \$250.00 per tree
No silt fencing on construction site (unless waived by the ACC)	\$200.00 initially. After 5 days, \$50.00 per day until installed
No trash container, or containment area on site at commencement of construction.	\$200.00 initially. After 5 days, \$50.00 per day until installed
No portable toilet on site at commencement of construction.	\$100.00 initially. After 5 days, \$30.00 per day until installed
Start of construction without ACC approval	\$1000.00 per occurrence plus \$50.00 per day until unresolved issues are closed and written approval is granted*
Excess dirt/mud tracked onto the road	\$50.00 per occurrence plus cost of cleanup
Violation of ACC Guidelines or non-compliance with said Guidelines by an Owner/Builder	\$50.00 per day, per event on non-compliance or violation
Fires must be attended and must have burn permit	\$100.00 per occurrence
Unightly Lot or debris – This includes debris and/or damage to adjacent property or Common areas	\$100.00 per occurrence plus cost of clean up
Construction is abandoned for more than 90 days	\$20.00 per day until resumed
Obnoxious noises and/or obnoxious behavior	\$100.00 per occurrence
Damage to Night Harbor Common Areas	Material & Labor costs of repairs plus costs of enforcement

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**~ ARCHITECTURAL GUIDELINES ~
FINE SCHEDULE FOR HOMEOWNERS
INITIATED AND APPROVED 10-8-2007**

***(Fines must be paid within seven (7) days,
If fines are not paid within 7 days,
A lien will be placed against the property.)***

<u>VIOLATION</u>	<u>FINE</u>
Construction of a fence without ACC written approval	\$500.00 fine
Construction of a wall, in-ground swimming pool or other structures without ACC written approval	\$500.00 initial fine, suspension of construction \$30.00/day until resolved and Committee approval is granted
Violations by a homeowner regarding other matters, requiring the ACC written approval within the Declaration, Bylaws and these Rules and Regulations, excluding the above	No fine for first violation if corrected or approval granted by ACC All subsequent violations are \$100.00 per occurrence plus \$10.00 per day until corrected
Unapproved removal of trees	Replacement of trees as directed by the ACC and a fine of \$250.00 per tree
Unsightly lot or excess debris – this includes debris and/or damage to adjacent property or common areas	\$100.00 per occurrence plus cost of clean up

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I (we) agree to abide by the stipulations and restrictions provided in this form, as well as all provisions of the Covenants, Conditions, Restrictions and Easements, Bylaws and Rules & Regulations.

Signature: _____ **Date:** _____
(Builder)

Signature: _____ **Date:** _____
(Property Owner(s), if applicable)

ARCHITECTURAL CONTROL COMMITTEE **Date:** _____

Approved _____ **Denied** _____ **By:** _____

BOARD OF DIRECTORS **Date:** _____

Approved _____ **Denied** _____ **By:** _____

DECLARANT **Date:** _____

Approved _____ **Denied** _____ **By:** _____

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Effective-May 30, 2002

Article II-Item 7-Revised 8/26/03

Article II-Item 10 (A)-Revised 5/17/04

Article II-Item 10 (C)-Revised 8/23/04

Article II – Slip Rental Form & Invoice-Revised 1/03/05

Article II – Item 3-Revised 7/25/05

Article II – Item 11(D) & Slip Rental Form & Invoice-Revised 1/3/06

Article II – Add Items 14, 15 & 16 – Effective 6/26/06

Article II – Slip Rental Form - Revised 1/1/07

Article II – Add Items 17, 18 & 19 – Effective 10/29/12

Article II- Changes & additions, Slip Rental Form Removed – Effective 3/30/15

Article II- Item 20 Effective 11/26/2018

**ARTICLE II
BOAT SLIPS, BOAT IDENTIFICATION,
SLIP RENTAL POLICY AND DRY STORAGE**

- 1) The assignment and priorities with respect to boat slips shall be as provided in the Declaration of Covenants, Conditions, Restrictions and Easements and the Bylaws of the Association.
- 2) All watercraft occupying a boat slip at the marina must be owned by an Association Member. Use of the boat-launching ramp is only for Association Members.
- 3) Maximum watercraft size permitted at the marina: Beam = 8 ½ feet. Length = 25 feet unless special approval is granted by the Board of Directors.
- 4) Short term docking is permitted in the designated guest slips at the marina.
- 5) Temporary guest slips may be available, with the prior approval of the Marina Committee.
- 6) Watercraft shall not be tied or otherwise moored at the boat ramp, nor may any vehicle or trailer be parked on the boat ramp.
- 7) The parking of watercraft trailers is prohibited in the parking area of the clubhouse.
- 8) All boats must be adequately tied in the boat slip to avoid damage to boats and the docks. The tying will generally require four lines. Members will be assessed for damages caused by improper tying.
- 9) No skateboards, skates, roller blades, scooters or bicycles are permitted on the decks, ramps or docks of the marina.
- 10) Boat Slip Rental Fees:
 - (A) Permanent Boat Slips:
The Board, along with the Marina Committee, shall establish the annual rental fee.

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- (B) Temporary Boat Slips are available only to Members who currently rent a Permanent Boat Slip. Fees are payable in three month increments. Temporary slips will be offered only if unassigned slips are available. Should a permanent slip renter choose a rented Temporary slip, the temporary slip renter must forfeit the temporary slip and choose another slip, if available. If additional slips are not available, the temporary renter will be credited a prorated share of the rental fee. The three month rental fee shall be established by the Board and the Marina Committee.
 - (C) The rental fees for Permanent slips are payable annually.
 - (D) A non-refundable and non-transferable initiation fee shall be required with all new slip rental applications for permanent boat slips. The Board, along with the Marina Committee, shall establish the amount of the initiation fee.
 - (E) All money received from boat slip rentals and initiation fees shall be deposited into the marina checking account. Disbursements from the marina checking account shall include marina debt service payments, major maintenance items and such other disbursements as the Board may determine from time to time.
- 11) Boat Slip Rental – Application and Policy
- (A) A boat slip rental application form must be completed, including initiation and rental fees, and certification of required boat insurance coverage and South Carolina boat registration, before the Marina Committee will assign a boat slip to the Member. The form may be obtained from the Marina Committee Harbormaster and the completed form, along with the applicable initiation and rental fees, returned to the Treasurer.
 - (B) Only one Permanent Boat Slip assignment is permitted for each Lot owned by a Member.
 - (C) South Carolina law requires all motorboats to be registered with the SCDNR and that the registration number be displayed on the boat. The current SCDNR registration number must be on file with the Marina Committee at all times that a boat slip is rented by a Member.
 - (D) All boats must have liability insurance coverage of at least \$100,000.00. The Member shall certify to the Marina Committee that the Member has the required insurance coverage at all times.

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- (E) If fees are not timely paid or if the Marina Committee does not receive the certification of current boat registration and the required insurance coverage, the Board of Directors may forfeit the Member's slip and have the boat removed at the Member's expense.
- 12) Dry Storage Area:
- (A) Usage of the dry storage area is only for Association Members.
- (B) Each Lot Owner will be eligible for one space (approximately 12'x30') per lot.
- (C) The storage of any items other than a boat and/or boat trailer must be approved by the Dry Storage Coordinator.
- (D) Storage locations shall be assigned on a first come, first assigned basis. A waiting list will be maintained if demand for spaces exceeds availability. Once a Member is assigned a dry storage space, the Member will continue to keep that space assignment until of the following occurs:
1. Member voluntarily gives up the assigned space.
 2. Member fails to pay Association and dry storage fees in accordance with Association rules
 3. Member fails to promptly pay for damages caused to the dry storage lot, gates, posts, fence or other portions of the associated common area.
 4. Member stores property not owned by the member or fails to identify property as required by the Association.
- (E) The Association reserves the right to move any trailer, watercraft or other stored item for good cause, including items that are unsightly or appear to have been abandoned.
- (F) The right to use any dry storage space may not be sold, leased, assigned or otherwise transferred by the Member except upon transfer of the lot, in which case the space shall transfer automatically to the new lot owner, provided the new lot owner, within thirty (30) days, provides written notice to the Association or its designee, of the transferee's election to assume the related obligations in connection with the use of this space and pays the new space initiation fee.
- (G) All trailers must be parked in the assigned space to avoid damage to Association fencing and to adjacent trailers. Members will be assessed for damages caused by improper parking.

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(H) Dry Storage Fees:

1) The Board, along with the Dry Storage Coordinator, shall establish the annual dry storage lease fee.

2) A non-refundable and non-transferable initiation fee shall be required for all new lot owners who opt to assume the dry storage lease of the seller. The Board, along with the Dry Storage Coordinator, shall establish the amount of the initiation fee.

3) Temporary dry storage spaces are available at the discretion of the Board only if unassigned spaces are available. Rental fees for temporary spaces shall be established by the Board.

13) Transfer of a Member's Assigned Boat Slip:

(A) When a Lot Owner sells his/her lot, the Lot Owner's assigned boat slip automatically transfers to the new Owner (transferee), providing the new Owner submits an application (including initiation and rental fees) to the Marina Committee within thirty (30) days of the sale (closing) of the Lot.

(B) A Lot Owner who is selling his/her lot may choose to retain the "right of use" of his/her currently assigned boat slip under the following conditions and procedures:

1) All Member's assessments and fees are currently paid.

2) The Member purchases or has a binding contract to purchase another Lot in Night Harbor, and the Member applies to the Marina Committee to re-assign the Member's "right of use" of his/her assigned boat slip to the new Lot.

3) The Member's re-assignment of his/her assigned boat slip must be done prior to the sale (closing) of the Member's original Lot.

4) The Member will not be liable for the initiation fee because this a transfer of his/her right of use.

(C) When a Member transfers his right of use of his/her assigned boat slip to a new Lot, the Buyer (transferee) of the original Lot may apply for an unassigned boat slip. If a slip isn't available, the transferee will be added to the bottom of the waiting list.

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- 14) No heaters of any type are allowed to be used on boats whenever the boat is unattended.
- 15) Living aboard boats in Night Harbor Marina is strictly prohibited.
- 16) All boats occupying a slip in Night Harbor Marina must have a Night Harbor decal.
- 17) All water hoses must be disconnected and removed from the docks, piers, and finger piers when owner's boat is not occupied or in use.
- 18) Storage of any flammable liquids and/or their containers is strictly prohibited on the docks, piers, and finger piers.
- 19) No additions or alterations may be added to the docks, piers, and finger piers. Any changes to the docks, piers, and finger piers must be approved and be done by the Marina Committee.
- 20) The following information is required for all residents who regularly use the Night Harbor Marina for launching, loading/unloading or temporary tie-up of all watercraft. (This includes permanent slip holders)
 1. Copy of current SC DNR registration card for watercraft
 2. Proof of liability insurance in the amount of \$100,000 (minimum) on watercraft (Copy of Insurance Declarations, Certificate of Insurance or letter from agent)
 3. Display a Night Harbor decal as provided by the Marina Committee

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ARTICLE III
FINES AND PENALTIES

The Association has the authority to initiate liens, impose reasonable fines and/or to suspend a Member's right to use the Recreational Facilities for violations or non-compliance of the Association's Declaration, Bylaws or Rules and Regulations.

It is the responsibility of the Owners to be familiar with all provisions of the Declaration, Bylaws and Rules and Regulations. There are provisions not referred to below which may cause expenses to the Owner if compliance is not adhered to by the Owner. Also, please be aware that all Owners, their immediate family and their guests are subject to fines and/or penalties, and that Owners are held responsible for their immediate family and guests.

VIOLATION	FINES AND/OR PENALTIES (except as noted, the daily fines shall commence ten (10) days after written notice of violation)
Non payment of Association Assessments and fees	<ul style="list-style-type: none">- Lien on Lot (including reasonable interest, costs and attorney's fees)- Loss of Owner's voting rights- Loss of right to use a boat slip- All commenced after proper notice of delinquency
Non payment of boat slip fees	<ul style="list-style-type: none">- Loss of right to use a boat slip- Commencing 30 days after delivery of written notice of delinquency and the fees have not been paid within the 30 days.
Start of construction of a new Dwelling (including pre-construction clearing of a Lot	<ul style="list-style-type: none">- \$300.00 per occurrence- Plus \$30.00 per day, continuing

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and violation of setback and building lines
without Architectural Control Committee
or Declarant's written approval

until Architectural Control
Committee or Declarant approval
is granted

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Failure to submit a final landscape plan, to the
Architectural Control Committee within 30 days
of the issuance of the Certificate of occupancy
or the occupancy of a Dwelling, whichever is
earlier

- \$10.00 per day until submitted

Incomplete landscaping (according to the
landscaping plan) after 90 days of the issuance
of the Certificate of Occupancy or the occupancy
of the Dwelling, whichever is earlier

- \$10.00 per day until landscaping
is completed

Construction of a fence, wall in-ground
swimming pool or other structures without
Architectural Control Committee written
approval

- Suspension of construction and
and \$30.00 per day until resolved
Committee is granted

Violations by an Owner of other matters
requiring the Architectural Control Committee
written approval within the Declaration, Bylaws
and these Rules and Regulations

- No fine for first violation if
corrected with Architectural
Control Committee approval
- All subsequent violations, \$100.00
per occurrence plus \$10.00 per
day until corrected

Violations of all other provisions within
the Declaration, Bylaws and these Rules and
Regulations, providing the foregoing documents
do not stipulate the penalties or remedies

- No fine for first violation if
corrected or if violation is not
continued
- All subsequent violations, \$100.00
per occurrence plus \$10.00 per
day until corrected, if applicable

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***ARTICLE IV
MEMBERSHIP***

- 1) A Member may be suspended or expelled by the Association if the Member: (a) failed to accompany a guest where required hereunder or pursuant to the Bylaws of the Association; (b) displayed unsatisfactory behavior, conduct or appearance; (c) persistently failed to pay indebtedness owing the Association in a proper and timely manner; (d) failed to abide by the Declaration of Covenants, Conditions, Restrictions and Easements, Bylaws of the Association or these Rules and Regulations.
- 2) The roster or list of Members of the Association shall not be provided to anyone who is not a Member of the Association. Such lists shall be used only for official Association business.
- 3) Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interest of the Association may subject a Member to disciplinary action in accordance with the Bylaws or these Rules and Regulations of the Association.

Article V – Add paragraph #7 effective 5/23/05

Article V – Add paragraph #8 effective 8/22/05

Article V – Remove first sentence #3 effective 3/27/06

***ARTICLE V
MISCELLANEOUS***

- 1) The Board of Directors of the Association reserves the right to amend or modify these Rules and Regulations and will notify the Membership of any changes. The Board of Directors may grant exceptions to the Rules and Regulations contained herein. All requests for an exception shall be in writing and signed by the Member requesting the exception.
- 2) All Rules and Regulations contained herein shall be subject to and controlled by the applicable provisions of the Declaration of Covenants, Conditions, Restrictions and Easements and the Bylaws of the Association.
- 3) Temporary exterior front yard displays are permitted for the traditional seasonal holidays.
- 4) All notices and invoices from the Association will be sent to each Member at the

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Address on file with the Association's Board of Directors. Each Member shall be responsible for informing the Association Secretary in writing of any changes in his or her mailing address. A Member shall be deemed to have received mailings from the Association ten (10) days after they have been mailed to the address on file.

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- 5) Each Member of the Association shall be responsible for any violation of these Rules and Regulations arising out of the conduct of any person who uses any of the Recreational Facilities with the expressed or implied consent of such Member and each such person shall be deemed to have consented to be bound by the Declaration of Covenants, Conditions, Restrictions and Easements and the Bylaws of the Association and these Rules and Regulations.
- 6) Failure by the Association, its Directors, officers, employees, representatives or agents to enforce any provisions of the Declaration of Covenants, Conditions, Restrictions and Easements, Bylaws of the Association of these Rules and Regulations shall not be deemed actionable against the Association or such person by any Member.
- 7) No signs shall be erected or maintained on any Lot, except for one (1) bona fide For Sale sign, not to exceed two and one-half (2 ½) feet by two and one-half (2 ½) feet. The For Sale sign shall be of a professional type and dignified appearance, displaying the real estate company name (or owner if for sale by owner) and contact information. The For Sale sign must also meet City/County regulations with respect to size, content and removal. For Sale signs are prohibited on the Common Area, such as the entrance to Night Harbor subdivision.
- 8) If the Treasurer is notified of a house sale, the closing attorney and/or realtor should be informed that prior to granting final release to a seller, NHHOA requires the return of all amenity keys or \$75 for each key.

***ARTICLE VI
PERSONAL INJURY AND LOSS
OR DESTRUCTION OF PROPERTY***

- 1) Each person who uses the Recreational Facilities, whether as a Member or as a guest, assume sole responsibility for his or her property. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY PRIVATE PROPERTY USED OR STORED ON THE RECREATIONAL FACILITIES.**
- 2) Every Member of the Association shall be liable for any property damage and/or personal injury occurring on the Recreational Facilities which is caused directly or indirectly by the conduct of the Member or any person using the Recreational Facility with the expressed or implied consent of such Member and shall indemnify the Association for any loss, cost, claim, injury, damage or liability sustained by the Association as a result of such conduct.
- 3) All Members, guests or other persons who use the Recreational Facilities, or who engage in any function of whatever nature, organized or sponsored by the Association shall do so at their own risk. Furthermore, each Member and each person using the Recreational Facilities

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with the expressed or implied consent of any Member expressly agrees that neither the Association, nor its Directors, Officers, Employees, Representatives or Agents shall have any liability for loss, cost, claim, injury or damage sustained or incurred by him or her, resulting from any act or omission of the Association or of any Director, Officer, Employee, Representative or Agent of the Association except an act or omission constituting willful misconduct.

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***ARTICLE VII
USE OF FACILITIES***

- 1) Persons using the Recreational Facilities do so at their own risk.
- 2) The Rules and Regulations of the South Carolina Wildlife and Marine Resources Department for boat use are adopted and hereby included and incorporated by reference in these Rules and Regulations.
- 3) The hours of permitted use of the Recreational Facilities shall be as established from time to time by the Board of Directors.
- 4) All Members of the Association are permitted to fish from the docks at the Night Harbor Marina.
- 5) There shall be no swimming from the Recreational Facilities, except for repairs to such Recreational Facilities or to any watercraft.
- 6) Children under the age of twelve (12) must be accompanied or supervised by an adult at all times while on the Recreational Facilities.
- 7) Without the permission of the Owner of the watercraft, no one shall be allowed on such watercraft moored or stored on the Recreational Facilities.
- 8) No running, ball playing, skateboarding, horseplay, fireworks, noisy or hazardous activities shall be allowed on the Recreational Facilities, except that tennis and basketball playing are permitted at the facilities designated for such activities.
- 9) Except as otherwise permitted in the Bylaws of the Association, no petition shall be originated, solicited, circulated or posted on the Recreational Facilities.
- 10) Without the prior written consent of the Board of Directors, the Recreational Facilities shall not be used for fundraising efforts for the benefit of a political cause or otherwise.
- 11) All persons using the Recreational Facilities shall strictly adhere to the laws of the State of South Carolina regulating the service and consumption of alcoholic beverages.

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*Approved 09/18/02
Revised 06/01/09*

**Article VIII
Voting Policy and Procedure**

The Covenants and Bylaws do not provide for the procedures to be used for the election of Board Members or for referendum votes of the Association. The following policies and procedures shall be applied to such voting and shall be complied with to maintain confidentiality:

1) Referendum Votes:

Where the Association's Documents state a percentage of "yes" votes required, the number of votes shall be rounded up for any fraction. For example, 67% of 112 votes equals 75.04. The number of yes votes required would be 76.

2) Board Election Votes:

The Members receiving the most votes will be considered the winner. In alternating years there are two and three Board members elected. In the event there is a tie for the second elected Board Member or a third Board Member in the alternate year, a run-off election shall be conducted within seven (7) days. The voting deadline shall be no later than fifteen (15) days after the original voting deadline. In the case of only one candidate running for one Board member position, the candidate may be elected by acclamation.

3) Dates for Voting:

Ballots shall be mailed or delivered to all qualified Members not less than twelve (12) days, not more than twenty-four (24) days in advance of the voting deadline date (except in the event of a run-off election). The cut-off time shall be 6:00 P.M. on deadline date.

4) The Ballot and Procedures for Voting Confidentiality:

- a) The ballot shall clearly explain the matters to be voted upon and how to mark the ballot for proper voting. The ballot, itself, shall have no indication of the voter's identity. Pre-addressed return envelopes shall be prepared. The return envelopes shall be addressed to the Association's Secretary, or a person designated by the President (including the return address)
- b) The Secretary shall prepare a mailing list of all qualified voting Members and assign each Member a random, non-sequential number

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from 1 to 999. Each Member's assigned number is put on the outside of a return envelope which is then put in an envelope addressed to that Member, together with a ballot form. Members with multiple Lots shall be provided with the appropriate number of ballots and numbered returned envelopes.

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- c) The ballot shall be mailed or delivered to the Secretary (or designated person) in the sealed and pre-numbered return envelope. If delivered, a secure “ballot box” shall be available. The Secretary will account for the returned ballots using the pre-numbered mailing list. The Secretary does not open the returned ballot envelopes.
- 5) **Counting the Ballots:**
- a) The President shall appoint an ad hoc committee, including a chairperson, to count the ballots. This special group shall be 3 – 7 Members. No Board Members shall be a counter, nor if it is an election, shall any counter be a candidate or member of the candidate’s immediate family.
 - b) The sealed return ballot envelopes shall be opened by the committee and the envelopes retained. The counters shall tally the ballots. A written record of the results shall be signed by the committee counters and promptly given to the Association’s President or Secretary.
 - c) The counting of the ballots shall be no sooner than three (3) days after the voting date deadline to allow for the receipt of mailed ballots. Ballots mailed and postmarked on or before the voting date deadline are valid ballots, unless they are received after the ballot count.
 - d) Ballots or ballot items shall be void when:
 - 1) A Ballot is not timely received
 - 2) Elections: When more votes are shown than the maximum allowed. The entire ballot is void.
 - 3) Referendum: If any time on a ballot is blank or is not clearly marked, the vote for the item is not counted. The remainder of the items on the ballot may be counted and are valid votes.
- 6) **Election Results:**
- The results of the Board of Directors elections, including each candidate’s vote count, shall be disclosed at the Board of Directors meeting following the official Counting Committee’s meeting.

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Approved 09/24/12

Article IX
Candidacy Eligibility Criteria

Candidacy criteria for board positions, officers, committee chairmanships, and/or committee membership in the Night Harbor Homeowners Association:

- 1) Candidate must be in good standing with the Association at the time of candidacy.
- 2) Candidate must be free of any felony convictions and must not be a registered sex offender.
- 3) Candidate must be free of any law enforcement matters or court orders which have the potential to create a business or legal liability for the Association. This would include law enforcement matters or court orders involving the candidate that have occurred prior to or after the enactment of this rule.
- 4) Candidate must attest to eligibility to serve by signing the Volunteer Form when submitting his/her name for consideration for election or appointment.