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**Bylaws
Of The**

**Chattooga Lake Club
Mountain Rest, SC 29664**

BK **2605** PG **215-225**

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As of Sept 06, 2020

Article I – Policies

Section 1 – General: This club shall adopt no policy which may prove detrimental to either itself or its members, but shall be noncommercial, nonsectarian and nonpartisan. The name of this club, including the names of any members in their official capacities, shall not be used in any connection with a commercial or partisan interest. This club shall not, directly or indirectly, participate or intervene in any campaign opposing or supporting a candidate for public office nor shall it attempt to influence legislation of a sectarian or partisan nature. Charitable, religious and other eleemosynary organizations shall be permitted the use of Chattooga Lake, subject to the limitations herein stated, when they are engaged in club approved programs conducive to the progress, improvement and good name of this club, and provided they are organizations with which a member of this club is affiliated, or organizations of the local community. All members shall be accorded the same rights and privileges common to the general membership and shall enjoy them without deference or favoritism to any one member or select group. Issues and disputes shall be decided in an amiable manner which is fair and equitable to the majority of the club membership and in the best interest of the club as a whole. Pursuant to State of South Carolina HOA Law, these Bylaws of Chattooga Lake Club are filed with the Oconee County Register of Deeds Office (*adopted 9/2019*).

Section 2 – Individual Members: It shall be the policy of each and every member of this club to promote a cooperative spirit among its membership, to commit no trespass or nuisance against anyone in this club, to report all unlawful acts against the property of this club and its members, to maintain attractive and pleasing premises, to participate in the development and maintenance of improvements common to the club membership, to preserve the natural beauty of Chattooga Lake and its adjoining forests, and to secure a private sanctuary or retreat for the enjoyment of God's gift of nature.

Article II – Membership Entitlement:

Section 1 – General: Each and every member shall have the sole use and enjoyment of his personal property together with all the improvements and appurtenances thereon, so long as such use and enjoyment is within the limitations embodied in the Constitution and Bylaws of this club. Additionally, the waters of Chattooga Lake to within twenty feet of the shore, unless otherwise permitted by the owners with property contiguous thereto, improvements owned by this club, and other club owned property and areas designated or set aside for general use, may be used by each and every dues paid member of this club. Natural improvements not already assigned, and easement which can be justified shall be assigned to individual or groups of club members provided a request by the said individual or group has been received and approved by the Board of Directors of the Chattooga Lake Club.

Section 2 – Members with Lake Frontage: Members with lake frontage shall be entitled to sole use of lake waters adjacent to said member's property which are not assigned to the general use of all members. A single building or structure may be constructed on every fifty feet of waterfront provided the average lot width is at least fifty feet but shall not extend more than twenty feet from the normal shore line, and shall be approved by the Board of Directors prior to procurement of material or commencement of work. No other construction, filling or altering of the waterfront shall extend on, under, or above the waterfront line unless approved by the Board of Directors of the Chattooga Lake Club.

Section 3 – Members with Frontage Not Situated on the Lake: Members not situated on lake frontage shall be entitled to access to the lake, at appointed and fixed locations determined by the majority vote of club members present, in person or by proxy, and assigned in perpetuity by the Board of Directors of the Chattooga Lake Club.

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25th Chattooga Lake Club
PO Box 46
Mtn Rest, SC 29664

Article III – Meetings:

Section 1 – General: All meetings shall be made known in writing to the club members who are to attend, by a notice of the time, place and object of such meeting, given in a manner prescribed by the State of South Carolina, and by serving a copy of such notice personally or by mailing, at least two weeks prior to such meeting, to each member at his residence or at his place of business as the same shall appear in club records. No business other than that stated in the notice shall be transacted at such meetings without the unanimous consent of the members present thereof, in person or by proxy.

Section 2 – Regular Meetings: An annual or regular meeting of the Chattooga Lake Club shall be held at Chattooga Lake on the Sunday before Labor Day (*adopted 9/27/2015*) of each and every year for the conduct of such business and elections as may come before such meeting.

Section 3 – Special Meetings: Special meetings of the Chattooga Lake Club, other than those regulated by statute, shall be held at any time when called by the Board of Directors to transact business of an emergency nature or to fill a vacated office provided a majority consent of such Directors has been previously obtained. Notices for such meetings shall contain the signatures of the Directors or Officers approving such meetings. Special meetings may also be called by any seven members of the club to transact business requiring immediate attention which the said Board fails or refuses to act upon, to remove officers, when two or more do not fulfill the responsibilities of their offices, and to conduct elections when two or more offices have been vacated, provided the said members affix their signatures to the notice served or mailed to the membership.

Section 4 – Board Meetings: The Board of Directors shall meet at least once each and every year prior to the regular meeting of this club and at other times as deemed necessary, upon due notice given or mailed to the Said Board Members, when a majority of the said Board of Directors is in agreement as to the time and place and such meeting is called together by the President of the club. Other meetings of the Board of Directors may be called by the Secretarial Vice President at the written request of any other officer provided the need for such meeting is duly explained in writing and the signatures of the majority of the Officers comprising the Board of Directors are contained thereon. Any member of this club may also initiate action by the said Board of Directors, when such action is deemed by a majority of the Board to be necessary, and the said request for such action is submitted in writing to the Secretarial Vice President, provided such request shall state clearly the matter to be considered and the degree of urgency relative thereto.

Section 5 – Voting: Each and every dues paid member of this club, as a real owner of property controlled by the Chattooga Lake Corporation, shall be entitled to no more than one vote per ownership regardless of the size of the property or the number of person in ownership as stipulated by their deeds (*changed 9/2019*). The vote of a simple majority of the members present, either in person or by proxy, shall decide all questions for this club except where stipulated otherwise by the Constitution and Bylaws, in which case such express provision as stipulated for the respective case shall govern and control. All votes shall be by voice and the pleasure of the voting member shall be decided by the presiding member except that a poll or ballot shall be taken at the request of any qualified voter.

Section 6 – Proxies: Voting by proxy shall be permitted at all meetings of the general membership. Each proxy shall be in writing, shall name the person authorized to vote, shall address itself to the particular meeting and date to which it is applicable, and shall be signed and dated by the authorizing member (*9/29/2013 removed requirement for witness*). Proxies shall be filed with the Secretarial Vice President or his acting secretary before the appointed time of meeting.

Article IV – Officers:

Section 1 – General: All officers shall be chosen from among the general membership by secret ballot and shall serve terms of two years (*adopted 9/2009*) each unless their respective office is vacated by death, removal or resignation, at which time the said office may be temporarily filled by another member, selected by a majority vote of

the Board of Directors, until such time that a special election can be held and a new officer elected to fill the unexpired term. Officers may be removed from office at any regular or special meeting, with or without cause by a majority vote of the entire membership on record or by a request of the Government, at which time a successor shall then and there be elected to fill the vacancy or vacancies thus created. Officers to be removed from office in such manner shall be given an opportunity to be heard at the meeting selected for removal proceedings.

Section 2 – President: The President shall preside at all meetings of the general membership and shall act as chairman at all meeting of the Board of Directors. He shall sign all official documents of this club which require a signature, shall countersign all checks drawn by the Treasurer against the club for over \$500.00, shall direct the general management of all club affairs, and shall perform all duties incidental to this office.

Section 3 – Secretarial Vice President: The Secretarial Vice President shall normally act as secretary for this club at all meetings of the membership and the Board, but in the absence or incapacity of the President, shall assign the secretary duties to an Advisory Representative or a member at large, and shall perform the duties of the said President. As secretary, the Secretarial Vice President shall keep and maintain minutes of all club, Board and committee meetings, shall attend to giving all notices tendered by this club, shall maintain a current list of the names and addresses of all club members, shall attend to such correspondence as may be required or assigned to him, and shall perform all other duties incidental to this office.

Section 4 – Treasurer: The Treasurer shall have the care and custody of all funds and securities accruing to this club, shall keep full and accurate account of all receipts and disbursement in books belonging to Chattooga Lake Club, and shall deposit all monies and other valuable effects in the name of and to the credit of this club in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the club as may be ordered by the Board, taking proper vouchers for such disbursements and shall render an account of all his transactions as Treasurer and of the financial condition of this club at each and every regular meeting or whenever called upon to do so. He shall also exhibit this club's books and records, at all reasonable times at home or at Chattooga Lake, to any club member upon prior arrangement or application by the requesting club member. The Treasurer's records shall include a roster of all members and the dues payment of the same. All checks and documents requiring signature shall be countersigned by the Treasurer with that of the President when the amount exceeds \$500.00.

Section 5 – Advisory Representatives: Advisory Representatives shall be selected from areas which are not represented by the President, Secretarial Vice President, Treasurer, or other Advisory Representatives. His thoughts and actions should be compatible with the thoughts and actions of the members from the area which he represents. Advisory Representatives shall serve in the capacity of any other officer of the club in the event of absence or incapacity of said officer.

Section 6 – Board of Directors: The President, Secretarial Vice President, Treasurer and four (*adopted 9/00*) Advisory Representatives shall constitute the Board of Directors for this club. This board shall have all the powers and duties necessary or appropriate for the administration and management of this club, shall take all actions as necessary for the accomplishment of club aims, and may adopt such rules and regulations for the conduct of their meetings and the management of the affairs of this club as they deem proper, provided such powers, duties, actions, rules and regulations are consistent with the laws of the State of South Carolina and are not assigned to the general club membership by statute or by the Constitution and Bylaws of this club. Prior to each and every regular meeting the Board of Directors shall prepare a budget as more fully described hereinafter, to be presented at the annual or regular meeting for the approval of members attending in person or by proxy.

Section 7 – Committees: Committees shall be authorized by adopted resolution of a majority of the Board of Directors and shall be appointed by the President as necessary to perform given tasks or assignments. Committees shall be dissolved automatically when their specific task or assignment is completed or when the Board terminates the task or assignment. Nominating and Audit Committees shall be authorized and appointed every **two years**, at least one month prior to elections, to select a slate of nominees for the ensuing term of office. Audit Committees shall also

be authorized and appointed at least thirty days prior to each and every regular meeting. Both Nominating and Audit Committees shall be composed of at least three club members but no single member shall be compelled to serve on both committees at the same time.

Section 8 – Elections: Elections of officers, except when required by law or when stipulated otherwise in these Bylaws, shall be held at the annual meeting as required to fill open positions (*changed 9/2020*).

Section 9 – Nominations: Nominations for club officers shall be made by, but not limited to, the Nominating Committee appointed prior to elections. Additional nominations may be made from the floor at the pleasure of the voting members in attendance.

Article V – Management:

Section 1 – General: Management shall include the implementation and supervision of maintenance, improvements, and development of club property in general; maintenance, improvements and development for the general membership shall be approved by three-fourths majority vote at any regular or special meeting, all other maintenance, improvements and developments may be approved by the Board of Directors. Management shall also include the settlement of issues, interpreting the Constitution and Bylaws of this club, imposing penalties and fines when necessary and taking legal action on behalf of the club when in the interest of the general membership.

Section 2 – Identification of Club and Officers: All material bearing the name of the Chattooga Lake Club, or the names of its officers in their official capacity, and all equipment obtained for the purpose or printing or stamping these said names, shall be approved by the members in attendance at any regular or special meeting. All such materials and equipment shall be restricted to the use of the members of the Board of Directors for the transaction of club business and shall be in the charge of the member to whom assigned.

Section 3 – Gate Keys: Each and every deeded lot of this club shall be provided, without charge, two key cards to the membership lock on the gate into the Chattooga Lake Club. Additional cards will be provided at current replacement cost plus five dollars (\$5.00) processing fee for each key upon request by club members (*changed 9/1991; 9/2013; 9/2020*) upon request by club members (*changed 9/2019*). Keys shall be numbered and shall be returned to a member of the Board of Directors upon termination of membership. No person will be permitted the use of a key card bearing the number of a member who has terminated his ownership.

Section 4 – Development and Improvement: Picnic areas, landings, boat ramps, docks, lake access, recreational areas and utilities, commensurate with club approval and capability, shall be developed and maintained for the general use of the club's dues paid membership. Private owners may improve their individual property by developing space for parking within nearby or adjacent established right of way, constructing shore protection, providing boat channels to waterfront property and building outdoor fireplaces, woodsheds, and covered or uncovered patios, so long as these improvements are consistent with their deeds and this Constitution and Bylaws. Completion time of improvements costing less than minimum requirements in the deed is to be left to the discretion of the Board of Directors. The lake level may be lowered in the fall, beginning no earlier than November 15th, and subsequently raised, beginning no later than February 1st, at the discretion of the Board of Directors. Requests for lowering the lake by property owners for dock construction or repair should be submitted to the Board of Directors 30 days in advance of their requirement and no later than November 15th (*adopted 9/2012*).

Section 5 – Sale of Property: The sale of Chattooga Lake property shall convey with the property of all the reservations and restrictions contained in the individual deeds of each and every club member and shall be valid only so long as such reservations and restrictions are fully complied with. In the event that members desire to sell their property, in whole or in part, they may first offer the said property for sale, at prevailing rates to the membership of the Chattooga Lake Club for the procurement of a prospective buyer.

Section 6 – Caretaker and Workmen: A caretaker or workmen may be employed by this club provided the expenses arising there from are included in the annual budget presented to the general membership and the budget is approved by the members, present or by proxy, at any regular meeting of the general membership. Such caretaker or workmen shall be under the direct supervision of the Board of Directors, shall provide their personal service for the maintenance and improvement of general club property, and may be employed by persons or organizations other than the Chattooga Lake Club during normal daylight working hours. Individual club members may engage the service of the caretaker or workmen hired by the club provided the engagement does not interfere with work to be accomplished for this club, and provided further that the amount of work is clearly defined and the compensation therefore is agreeable to the said caretaker or workmen. The said caretaker shall maintain his place of abode on Chattooga Lake premises which shall accord him with all the rights and privileges of a regular member except that he shall not be required to pay dues or fees nor will he be able to vote. In the event that a club member or visitor to club facilities is guilty of non-compliance with the rules and regulations of this club, the said caretaker shall advise the offending party or parties of the violation and shall report the said violation to the Board of Directors for action as necessary. The caretaker shall report all fires, vandalism, thefts and breaches of statutory law to the proper local authorities as soon as they are detected and shall make every effort to provide the safety and protection of club property, both commonly and privately owned. Regular formal or informal reports shall be made to the Board of Directors relative to the condition of Chattooga Lake property; and to the persons using its facilities.

Article VI – Finances:

Section 1 – General: All dues, fees, fines, donations and proceeds accruing to the Chattooga Lake Club shall be paid, by cash or by check, to the Treasurer who shall provide receipts to only those paying by cash unless otherwise requested; checks shall be made payable to the Chattooga Lake Club, shall be deposited within thirty days after payment to the Treasurer, and shall serve as receipts when cleared by the bank used by the Chattooga Lake Club (*adopted 9/2019*). The annual dues shall be the amount as voted by the general membership.

Section 2 – Dues: Dues for this club shall be as recommended by the Board of Directors and approved by a three-fourths majority vote of the members present, in person or by proxy, at each and every meeting where the budget is presented. Dues shall be determined by the budget for the ensuing year, shall be due on September 1 of the club year and in arrears after 60 days (*adopted 9/1987*). Dues unpaid after November are subject to a fine of Twenty-five dollars (\$25.00) for each quarter that dues remain unpaid (*adopted 9/2011*). Legal costs associated with the collection of unpaid dues and fines will be collected from the party(ies) delinquent (*adopted 9/1990*). Members who sell their property must ensure that the assigned dues and fees for that property are paid in full prior to title transfer (*adopted 9/2019*). Funds derived from dues shall be expended for the sole purpose of maintenance and repair of lake property and improvements used jointly by the club membership.

Section 3 – Fees: Fees may be assessed each and every club member for individual or special projects for the development and improvement of esthetic, recreational, or utilitarian facilities, and may be applicable to the membership in whole or in part. Such individual or special projects shall be included as business at any regular or special meeting, provided the general membership is notified as required by these Bylaws, and shall be approved by a three-fourths majority of the members attending in person or by proxy. Approval of individual or special projects shall include the amount of the fee, the method of payment, and the due date, but in no case shall the fee be due sooner than thirty days or later than the due date for the next regular payment of dues.

Section 4 – Donations: Donations may be accepted for any individual or special project or for such other purpose as the donor may specify, provided the individual or special project or purpose benefits the club membership in general, and provided further that the project or purpose is approved by a majority of the members in person or by proxy, at any regular or special meeting. Donations shall be used for the sole purpose specified or intended by the donor and club records shall verify full and complete fulfillment of the said specifications or intent.

Section 5 – Fines and Other Proceeds: A property owner in violation of the Club's Constitution, Bylaws or Annex Protective Covenants may be given notice of violation by the Board of Directors stating the problem,

corrective action and period to cure. Should the property owner not take appropriate action within the period to cure, a second notice may be given for the property owner to show cause to the Board within 30 days from the date of the second notice to appeal the corrective action or to request an extension. If the property owner is unable or unwilling to take corrective action, the Board may issue a final order and assess a fine up to one year's Dues assessment for each violation and may direct third parties to take the appropriate action at the property owner's expense. Each repeat offense of the same violation or different violations may be subject to the same process. Fines so assessed shall be administered consistent with Article VI Section 1 and Section 7. (*adopted 9/2019*) Fines and proceeds from all other sources not specifically or otherwise mentioned herein shall be used for any purpose included in the annual budget or shall be placed in the contingency fund as described by any regular or special meeting of the club.

Section 6 – Contingency Fund: All revenue accruing to this club in excess of the annual budget shall be held in escrow as a contingency fund until such time as the Board of Directors, by unanimous agreement, elect to effect repairs or maintenance of an emergency nature resulting from storm, flood, or major disaster, except that funds in excess of five thousand dollars (\$5,000.00) may be used for maintenance and repairs in the next ensuing year. Special fees, not to exceed one-hundred dollars (\$100.00) in any one year and included in the maximum limitation mentioned herein before, may be assessed each and every member for as long as the contingency fund remains below four thousand dollars (\$4,000.00) (*changed 9/2019*).

Section 7 – Arrears: All dues, fees and fines which remain due or unpaid for one year or more after their respective due dates shall be payable within thirty days after a final notice. Failure to respond to such notice constitute nonpayment of the amount due and a lien shall be obtained against the property of the indebted club member and all other such legal action as necessary shall be taken to collect the dues, fees, or fines in arrears, including foreclosure proceedings as outlined in the Statutes of the State of South Carolina. Past due monies, late fees, attorney fees and expenses, interest, collection costs and fines relative to the foreclosure process, will become due and payable in full by the member in arrears to the Chattooga Lake Club (*adopted 9/2019*). Voting privileges and use of common club properties (except for roads and within 20 feet of shoreline for lakefront owners) are suspended for any unpaid dues member in arrears after one year (*changed 9/2019*).

Section 8 – Reimbursements: Officers and members incurring expenses on behalf of this club shall be compensated for such expense by a credit towards dues or fees, or by reimbursement, provided funds are available and the credit or reimbursement has been approved by the Board of Directors prior to the commitment to expense. Where credits towards dues or fees exceed the dues or fees of one year, additional credits may be given for succeeding years.

Section 9 – Budget: The budget presented to the general membership at their annual regular meeting shall include all anticipated club revenue and expenses for the succeeding year and shall establish the dues and fees, if any, to be paid by each and every member for such succeeding year. Pursuant to State of South Carolina HOA Law, members must be notified at least 48-hours before any increase of the Chattooga Lake Club's annual budget can be approved (*adopted 9/2019*). No deviations from the approved budget will be permitted, except by approval of the members in attendance at a special meeting called for that purpose, or except for emergencies or major repairs resulting from storm, flood, or other major disaster when such emergency repair, or disaster requires immediate attention.

Section 10 – Statements: Statements shall be served each and every member of this club at the time that an obligation is incurred or becomes due and payable. The statement shall indicate the date of the notice, the name of the club, the name of the club member, the kind and amount of obligation or obligations due, the total amount due, and the signature of the Treasurer.

Section 11 – Audits: An audit of all club records shall be made just prior to the end of each and every club year and shall be submitted to the annual meeting of the club members to file permanently with the Secretarial Vice President's records. The auditor shall give a full and accurate statement of the affairs of the club, shall include a

balance sheet and financial statement of operations for the preceding year, and shall be signed and dated by the auditor. The auditor shall not be a member of the Board (*adopted 9/2019*).

Article VII – Rules and Regulations:

Section 1 – General: Each and every member of this club, as well as being responsible for their own actions and behavior, shall also be responsible for the actions and behavior of their family, their visitors, and their guests whether in their absence or presence, while at Chattooga Lake, and shall be liable for all damages and penalties arising there from. All persons using facilities at Chattooga Lake, private or otherwise, shall observe the rules and regulations of this club as set forth in Section 4 below.

Section 2 – Admittance: All persons who are not members of this club will only be allowed admittance if they know a member and have permission by that member to come in, be it verbal, in writing or by presenting a gate card for access.

Section 3 – Gate Control: Each and every member of this club, may leave the gate open for construction purposes during normal daylight working hours when a notice, visible from the road, is placed by a club member in the on the board by the keypad. The notice shall indicate the date and the time for the gate to remain open and shall contain the signature of the member who posts the notice. Members causing the gate to be open shall be responsible for closing and locking the gate after the need is terminated.

Section 4 – Recreation Areas: Areas and improvements set aside or developed for the joint use of the Chattooga Lake Club shall be open to all dues paid members, their families, their guests, and their visitors. The rights and privileges of other persons using the same area of improvement shall be observed at all times. Club facilities and areas may be reserved for family or group use, provided such use is requested of and approved by the Board of Directors prior to use and provided further that the general membership, their families and friends are not denied free access to waterfront facilities and common use areas. Ingress and egress to facilities such as picnic areas, boat docks, landing and boat ramps shall not be blocked, but shall be maintained clear for free and reasonable use. Vehicles, boats and trailers shall remain in drives, at docks and on boats ramps only as long as necessary to load and unload vehicles and boats, and place boats in and out of the water. Docks shall be maintained free of all equipment except when loading or unloading boats to avoid safety hazards. Tents and camper or travel trailers shall not be placed in locations that will preclude parking of vehicles and boat trailers while boats are in use. Members in good standing may store temporarily on a first come first serve basis up to 2 kayaks and/or canoes on designated racks at the club access areas during the spring and summer months. These must be secured to the rack. The member's name must be visible on the watercraft (*adopted 9/2012*).

Section 5 – Water Sports: All boating and water sports shall be conducted in accordance with generally accepted safe practices and boats and safety equipment shall conform to Federal and State regulations. Speeds faster than trolling speeds will be regulated to hours between 10:00am and 5:00pm. Jet skies will not be permitted on the lake at any time (*adopted 9/1997*).

Section 6 – Road and Drives: Vehicles shall be operated on roads and drives at Chattooga Lake in a reasonable and proper manner which will not endanger the lives and safety of pedestrians or other motorists. Special care shall be exercised at blind spots where the sight distance is reduced or restricted by hills, curves, or vegetation and speed shall be limited to a maximum speed of fifteen (15) miles per hour. CLC members and adult family members may also operate small four-wheel golf cart and utility work vehicles, during daylight hours. Owners and operators of small four-wheel vehicles shall hereby indemnify and hold harmless the Chattooga Lake Club, its Board of Directors and individual Club Members against any and all claims of personal injury or property damage or loss arising from utilization of CLC roadways and property regardless of the nature of the accident, injury or loss. The operator of all vehicles must have a valid driver's license. (*changed 9/2020*)

Section 7 – Firearms: Firearms shall be restricted to those areas designated for their use by the Board of Directors and shall conform to the regulations of the County, State and Federal Governments. Gun safety shall be

exercised at all times and shooting of wildlife shall be restricted to destructive and undesirable animals approved for destruction by the Board of Directors.

Section 8 – Fireworks: Fireworks are considered a fire hazard and shall be restricted to use on individual property with the owner or someone approved by the owner in attendance to prevent damage to adjacent property. Fireworks will not be permitted anywhere else on the premises of Chattooga Lake except by express permission of the Board of Directors. The Board shall consider each request on its own merits and shall designate the area and conditions for display or use. Exceptions to quiet hours are permitted for fireworks until midnight on 4th July, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day in accordance with Oconee County Code of Ordinance for Environment/Noise (*changed 9/2020*).

Section 9 – Fires: Burning of trash, refuse and debris in open fires shall be authorized by the National Forest Service, shall be restricted to the lot of the requesting member unless otherwise approved by the Board of Directors, shall cause no damage to vegetation which is to remain, and shall be tended continuously until extinguished or dead out.

Section 10 - Garbage and Litter: Garbage shall be disposed of by hauling to County, State, or Federal approved dumps maintained for that purpose. The indiscriminate disposal of garbage, litter and refuse, either in the water or on the ground, will not be permitted at Chattooga Lake. Inoperable motor vehicles are not permitted to be parked and stored for more than 30 days on private or community property at Chattooga Lake. Inoperable vehicles are defined as follows: any vehicle that cannot be operated legally on a public or private street or road for reasons including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Section 11 - Orderliness: Peace and tranquility shall be maintained at all times. Undue noise and disturbances shall be prohibited, especially between the hours of 9pm and 9am.

Section 12 – Implementation: Persons who violate these rules and regulations, or who do not conform to this Constitution and Bylaws, may be reminded of same by any member to whom the violation or nonconformity is made known. In the event that repeated or serious violations occur, the offending person or persons shall be reported to the Board of Directors who shall take such action as necessary to enforce the rules and regulations of this club and to cause the offender or offenders to abide by this Constitution and Bylaws. Normally, persons who require Board action for a first offense shall be warned in writing, persons who require Board action for a second offense shall be required to appear before the Board for an explanation and a warning in person. Persons required to appear before the Board for three or more offenses shall be fined or penalized to a degree and manner, which in the opinion of the Board, is consistent with the offense. Flagrant disregard of the rules and regulations of this club may be punishable on the first or second offense, if, in the opinion of the Board, the offense warrants a fine or penalty. Persons suffering damage to personal property or their persons will be expected to seek legal redress through statutory law normally available to them.

Article VIII – Property Rentals: (*adopted 09/2020*)

Section 1 – Property Rentals General: Chattooga Lake Club (CLC) members are permitted to rent their residence or a room within their residence on a short or long-term basis. Rental of undeveloped property, outbuildings, docks or the like is not permitted.

- a. A residence is as defined under Bylaws Amendment Section 4 Building Codes.
- b. Short-term rentals are defined as rentals less than or equal to 30 days.
- c. Long-term rentals are defined as rentals greater than 30 days.
- d. References to rent/rental refer to a written or verbal contract by which a CLC member rents a residence or room within a residence to another for a specified time in return for payment.

- e. References to tenant refer to a person who occupies a residence or room within a residence rented from a CLC member.

Section 2 – Property Rentals Parking: Parking of motor vehicles is restricted to the member's personal property, including personal pullouts that are on private property. Parking is not permitted on Chattooga Lake Road, side roads or Chattooga Lake Club property including, but not limited to, the boat ramp and picnic shelter.

Section 3 – Property Rentals Boating: To help protect Chattooga Lake from the introduction of harmful organisms or unwanted plant life, tenant owned motorized watercraft and trailers are not permitted.

Section 4 – Property Rentals Fireworks: Fireworks are considered a fire hazard and are not permitted by tenants unless the CLC member-owner is present.

Section 5 – Property Rentals Hold Harmless and Indemnification: Members who rent their residence or room within their residence must have their tenant(s) sign a rental agreement stating that the tenant(s) shall hereby indemnify and hold harmless the Chattooga Lake Club, its Board of Directors and individual Club Members against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants must expressly recognize that any insurance for property damage or loss, which Chattooga Lake Club may maintain on the property, does not cover the personal property of tenants, and that tenants should purchase their own insurance if such coverage is desired. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Chattooga Lake Club and/or its Board of Directors and/or individual Club members enforcing this agreement. A copy of the signed agreement must be made available to Chattooga Lake Club Board of Directors upon request.

Section 6 – Property Rentals Tenant Rules and Regulations: Members who rent their residence or room within their residence must have their tenant(s) sign a rental agreement that includes restrictions as provided for in this Article Section 2 Parking, Section 3 Boating, Section 4 Fireworks, and Club regulations provided for in Article VII Rules and Regulations Section 4 Recreation Areas, Section 5 Water Sports, Section 6 Roads and Drives, Section 7 Firearms, Section 9 Fires, Section 10 Garbage and Litter and Section 11 Orderliness. A copy of the signed agreement must be made available to Chattooga Lake Club Board of Directors upon request.

Section 7 – Property Rentals Compliance: Members shall not be permitted to use their residence or room within their residence for rental purposes if they are delinquent in their dues, assessments, fines, CUP fees or insurance. Pursuant to the Chattooga Lake Club Bylaws and Constitution, after notification, delinquent members, and their tenants, may be suspended from use of the Chattooga Lake Club's common club properties, including, but not limited to, Chattooga Lake beyond twenty (20) feet of shoreline, boat ramp, beach area and picnic shelter. The Chattooga Lake Club may compel compliance with these paragraphs through an action for injunctive relief, and the member may be subjected to this action and held responsible for attorneys' fees and costs incurred by the Chattooga Lake Club.

Section 8 – Property Rentals Grandfather Clause: Whether the residence or room in the residence is currently being rented, has been reserved, has been booked, or has been listed, this Article takes effect on January 1, 2021.

Article IX – Amendment:

Section 1 – General: Amendments to these Bylaws may be made by two-thirds majority vote of the members present, either in person or by proxy, at any regular or special meeting, provided at least two-thirds of the Board of Directors are among those present, and provided further that preliminary copies of the proposed amendment, including written notices, have been conveyed to each and every member. Pursuant to State of South Carolina HOA Law, in order to remain enforceable, changes to these Bylaws must be recorded with the Oconee County Register of Deeds Office by January 10th of each year following the adoption of the amendment(s) (*adopted 9/2019*). Copies of

all amendments of these Bylaws in their final form, shall be provided to each and every club member within sixty days after adoption of the same.

Section 2 – Rules for the Use of the Picnic Shelter: (adopted at September 1982 general meeting)

1. Shelter is for the use of any paid-up club member.
2. Any member desiring sole use of the shelter will be required to schedule their desired date of use with the caretaker.
3. Members using the shelter will be responsible for leaving the premises in a clean condition.

Section 3 – Livestock: (adopted 9/1991)

1. No livestock will be stabled on property within the boundaries of the club as it is a nuisance to neighbors and attracts predators. This includes, but is not limited to cattle, sheep, goats, swine, poultry (including egg-producing poultry) and equine animals. (adopted 9/2012)

Section 4 – Building Codes: (adopted at September 1993 general meeting)

1. Trailers will not be placed on sites except for a one-year period during the construction of a permanent home.
2. Residences are required to have a minimum enclosed (heated) area of 800 square feet.
3. The Board of Directors will approve of all new homes (with provision for appeal if approval is denied).
4. All existing homes and structures will be grandfathered as of this date.
5. Silt fences will be installed where required to protect any stream, waterfront, ditches, and/or roads. Installation will be performed as soon as any clearing has started and in the locations required by CLC Board as outlined during the Board's site visit during the building approval process (adopted 9/2007).
6. No mobile homes are allowed at Chattooga Lake Club (adopted 9/2007).



Lynda Airey
President, Chattooga Lake Club



Witness



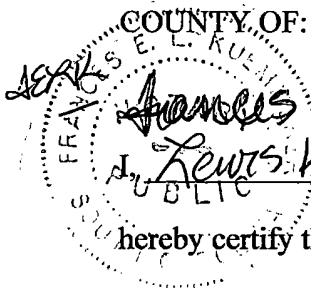
Witness

FILED OCOONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2020 SEP 15 PM 12:49

ACKNOWLEDGEMENT

STATE OF: SOUTH CAROLINA

COUNTY OF: OCONEE

1894

Frances Elizabeth Lewis Kuemmerer, a notary public for the state of South Carolina, do

hereby certify that Lynda Airey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 14th day of September, 2020

Frances Elizabeth Lewis Kuemmerer

Notary Public, State of South Carolina

My Commission Expires

My Comm. Exp.
 Apr 19, 2029