

STATE OF SOUTH CAROLINA )  
 ) ASSOCIATION AGREEMENT  
COUNTY OF ANDERSON )

THIS AGREEMENT is entered into on this, the 7<sup>th</sup> day of Oct., 2000, by and between the Property owners in the Subdivision for the formation of the Dock Owners Association. Establish rules and regulations concerning all docks within Townville Point Subdivision located on property of the U.S. Army Corps of Engineers.

WHEREAS, the parties acknowledge that floating docks with catwalks to land are shall be anchored at points off lots 1-C through 15-C.

WHEREAS, the parties acknowledge that any present docks, shall be owned and maintained by members of this association.

WHEREAS, the parties desire to form an association to set standards for dock maintenance equal to or above the standards provided by the U.S. Army Corps of Engineers.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The parties do hereby form an unincorporated association to be known as the "Dock Owners Association" for the purpose of obtaining permits from the U.S. Army Corps of Engineers.
2. Membership in the Association shall be limited to the owners of record of lakefronts lots located in the Townville Point Subdivision in Anderson County, South Carolina.
3. Should a present owner/member convey his/her interest in a lot by deed to another person, such transfer of property shall include a transfer of membership in this Association and the grantee/transferee shall automatically, without the necessity of any further action, become a member of this Association.
4. The dock facilities as owned by the members of this Association shall consist of no more than fifteen slips. Any dock plans submitted to U.S.

Army Corps of Engineers shall also be submitted to the Architectural Review Board. A majority vote shall be required for approval of dock plans.

5. The members of the Association shall hold an annual meeting for the purpose of electing a managing member to serve as the Manager of the Association and as agent of record. Upon election, such manager shall contact the U.S. Army Corps of Engineers so as to inform personnel of the current names of Association members and the name of the designated agent. There shall be no annual dues paid by the Association
6. The parties acknowledge that slips shall be owned, managed, and maintained by the owners/members constructing said slip and said owners/members shall comply with all U.S. Army Corps of Engineers regulations in construction, management, maintenance, and use.
7. The floating docks and any slips constructed in the future are accessible by catwalks moored to the shore. The catwalks shall be owned and maintained by the owners of the docks. All members of each group shall have equal access to the said catwalk for the purpose of egress and ingress to their floating dock/slip.
8. Members hereby agree not to allow their docks to become cluttered or littered, nor shall they allow any nuisance of a permanent or temporary nature to exist on the docks or their adjoining premises.
9. The parties acknowledge that the Association or its members has acquired no liability insurance in the name of the Association and that each party to this Agreement (along with their successors and assigns) shall be responsible for securing such liability insurance as they deem necessary for their protection.
10. The parties agree to be bound by Shoreline Use Permit Conditions as established by the U.S. Army Corps of Engineers, a copy of which is attached hereto. They further agree to abide by any amendments thereto.
11. This Agreement may be modified from time to time with a majority vote of approval from the Architectural Review Board and Board of Directors of the Home Owners Association. All modifications shall be in writing and attached to this document.
12. This Agreement is binding upon the members, their heirs, successors, grantees and assigns. The rights, privileges, and responsibilities hereunder may be assigned/granted by any member without notice to

other members; however, any assignee or grantee must be an owner holding record title lakefront lot of the Townville Point Subdivision.

13. The parties herein acknowledge that they have read this document, that they understand its terms, that they have received a copy of the same, and that they agree to abide by its terms.

In witness where of we have set our hands and seals this 7<sup>th</sup> day of October 2000.

TOWNVILLE POINT DOCK OWNERS ASSOCIATION

BY: Robert Dorsey  
ROBERT DORSEY

Clifford H. Bowman  
CLIFFORD H. BOWMAN

Johnny S. Reed  
JOHNNY S. REED

James S. Belk  
JAMES S. BELK