

DEED79-L PG 409

DEE-2004-586
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Office of Registrar of Deeds, Spartanburg, S.C.
Stephen Ford, Register



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) RESTRICTIVE COVENANTS AND EASEMENTS
MORNINGLAKE SUBDIVISION

WHEREAS, Four Seventeen, Inc., is the owner of a certain tract of land located near the City of Spartanburg, Spartanburg, South Carolina, shown as MorningLake II, by Huskey & Huskey, Inc., Surveyors, and being recorded in Plat Book 155, at page 382 in the RMC Office for Spartanburg County; and

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, Four Seventeen, Inc., does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

2. All lots in the above referred to development shall be known and designated as residential lots, except any land set aside by developer for recreational or common area purposes. Lots shall have a minimum square footage of 2000 of heated area, excluding any unfinished basement, porch, veranda, breezeway, terrace or attached garage

3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway has been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer or it's Committee. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty days after being submitted to the said committee, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structure in the development. The Architectural Committee shall be appointed by Developer until title to all lots are transferred; thereafter the Architectural Committee shall be elected by the Morninglake Homeowners Association.

4. No concrete block shall be used in the construction of any building unless the exterior walls are faced with brick or some other material approved by the committee for the covering of any exterior wall.

5. No lot shall be subdivided further without Architectural Committee's approval.

6. No trailer, mobile home, shack, garage, barn, or other like structures shall be placed, constructed or maintained on any lot.

7. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood. No swine, cattle, chickens, or livestock may be kept or maintained on the lots.

8. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.

9. Chain-link or other wire or metal-type fences shall be prohibited except on the rear of any lot of any residence, shall not be visible from the street, and shall be black or green. Split rail, board or masonry walls or fences may be constructed, provided that all locations and construction specs of all fencing shall be approved by the Architectural Committee through the procedures set forth in Paragraph 3.
10. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the Subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.
11. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear 10 feet of each lot and 5 feet on each side of the side lot lines.
12. All sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and any appropriate county official. No construction shall begin prior to appropriate approvals and permits.
13. Some of the lots may have been filled by the developer or its predecessors in title. No representation is made as to the condition and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.
14. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to Morninglake Subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and S.C. DEHEC.

15. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned owner or its successors shall have the right to use additional or larger signs for the development of the property.
16. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area or buried underground.
17. All mailboxes shall be approved by the Architectural Committee.
18. All garbage and trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties.
19. Exposed satellite dishes will NOT be permitted in the Subdivision unless developer approves in writing; however, satellite dishes not visible from the road may be installed.
20. Any garage facing the street shall have a garage door.
21. Restrictions may be amended anytime by the "Developer" until title to all lots has been transferred. Thereafter, restrictions may be amended by homeowners with written approval of 2/3 of the lot owners.
22. If any of the parties hereto, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants, restrictions and conditions set forth herein, it shall be lawful, for any person or persons owning real property situated in the said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, restriction or conditions and either to prevent him or them from so doing or to recover damages or other costs, expenses or attorneys fees for such violation. Any person or persons acquiring, whether by purchase, gift or otherwise, any lot to which these covenants, restrictions and conditions apply, shall be deemed to have assented to the terms hereto, including the payment of reasonable attorneys fees incurred by any proper person in any proceeding to enforce compliance with these said conditions, covenants or restrictions.
23. If any one or more of these covenants, restrictions or conditions shall be held void or unenforceable by judgment or court order, such judgment or court order shall in no way affect any of the other remaining provisions which shall remain in full force and effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature.

24. Developer or the Architectural Committee may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing.
25. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument, refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owners of such property, shall be subject to and bound by all of the covenants and restrictions enumerated herein.
26. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to Mornignlake Homeowners Association, (a) annual assessments or charges set by Morninglake Homeowners Association, (b) pro-rated share of the street lights and (c) expense for the entrance or common area for Morninglake. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The full annual assessment provided for herein shall commence as to any Residential Unit on the day of the initial occupancy of a residential unit and such payment shall continue on an annual basis. The first annual assessment shall be adjusted according to the number of months remaining in the month of initial occupancy. The Annual assessments shall be due and payable within thirty (30) days after initial occupancy of the Residential Unit and thereafter on January 1 of each following year. The annual assessment shall begin in 2004 at \$150.00 per lot; thereafter the Developer or its designee will set the annual assessments.
27. Any annual assessment not paid within forty-five (45) days after the due date shall be increased to include a penalty of one (\$1.00) Dollar per day from the due date. The Association may bring an action at law against the Owners personally or jointly and severally obligated to the same or foreclose the lien created herein securing the obligation to pay assessments in the same manner and in full respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina except as lien creditors. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In addition, all annual or special assessments from the date of default until completion of such foreclosure action shall accrue during the pendency of such action and shall be included in the amount due the Association at the end of the proceeding. No Owner may waive or otherwise escape liability for the Residential Unit.
28. Morninglake Homeowners Association, shall have, and is hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.

STATE OF SOUTH CAROLINA) AMENDMENT TO RESTRICTIVE
) COVENANTS AND EASEMENTS
COUNTY OF SPARTANBURG) FOR MORNINGLAKESUBDIVISION

WHEREAS, it is the desire of 2/3 of the lot owners, pursuant to the authority granted in paragraph 21 of the Restrictive Covenants and Easements of Morninglake Subdivision Recorded July 16 1993, to amend and/or modify said Covenants and Restrictions.

NOW THEREFORE, know all men by these presents that the undersigned lot owners, representing a 2/3 majority of the 39 lots, do hereby amend and/or modify these restrictive covenants and easements for Morninglake Subdivision recorded in Deed Book 60-G at page 116 and Deed Book 66-U at page 46 in said Register of Deeds Office, as follows:

1. The original paragraph two, sentences two and three, of the Restrictive Covenants and Easements recorded in Deed Book 60-G at page 117 shall be amended to read as follows: "All lots shall have a minimum square footage of 2,200 heated area if a single story structure and minimum 1st floor 1,600 heated area if a two story structure totaling a minimum 2,200 heated area both excluding basement, porch, veranda, breezeway, terrace or attached garage.

IN WITNESS WHEREOF, the undersigned lot owners has caused this instrument to be executed and its seal affixed this 7th day of October, 2003.

WITNESS:

MORNINGLAKE SUBDIVISION LOT OWNERS:

Ray Lefors
Shirley Creswell

James Clarkson
James Clarkson
Lot# 13

DEED 2003-73865
Recorded 5 Pages on 12/18/2003 9:14:38 AM
Recording Fee: \$11.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



WITNESS:

MORNINGLAKE SUBDIVISION LOT OWNERS:

Paula Jones
Shanna J. Creswell

Erik & Jennifer Rohlfman
Erik & Jennifer Rohlfman
Lot# 5

Paula Jones
Shanna J. Creswell

Charles R. Loyed
Charles R. Loyed
Lot# 12

Paula Jones
Shanna J. Creswell

Craig & Carol Lowry
Craig & Carol Lowry
Lot# 15

Paula Jones
Shanna J. Creswell

Craig & Carol Lowry
Craig & Carol Lowry
Lot# 16

Paula Jones
Shanna J. Creswell

Craig & Carol Lowry
Craig & Carol Lowry
Lot# 17

Paula Jones
Shanna J. Creswell

Craig & Carol Lowry
Craig & Carol Lowry
Lot# 18

Paula Jones
Shanna J. Creswell

Barry Whipple
Barry Whipple
Lot# 14

Paula Jones
Shanna J. Creswell

Robbie A. Whipple
Robbie A. Whipple
Lot# 14

WITNESS:

MORNINGLAKE SUBDIVISION LOT OWNERS:

Paula Jones
Shawn J. Creswell

Paul Fazzino
Paul Fazzino
Lot# 26

Paula Jones
Shawn J. Creswell

Phillip S. Ballard
Martha C. Ballard
Phillip S. Ballard
Martha C. Ballard
Lot# 37

Paula Jones
Shawn J. Creswell

Charles W. Southers
Charles W. Southers
Lot# 28

Paula Jones
Shawn J. Creswell

Michael Scholz
Michael Scholz
Lot# (164)

Paula Jones
Shawn J. Creswell

Earl Wolynes
Earl Wolynes
Lot# 22

Paula Jones
Shawn J. Creswell

Chandis B. Digby
Chandis B. Digby
Lot# 36

Paula Jones
Shawn J. Creswell

Gerald Smith
Gerald Smith
Lot# 29

Paula Jones
Shawn J. Creswell

Robert Whitesell
Robert Whitesell
Lot# 38

WITNESS:

MORNINGLAKE SUBDIVISION LOT OWNERS:

Paula Jones
Shirley Caswell

Timothy B Jackson
Timothy B Jackson
Lot # 3 (III MORNINGLAKE)

Paula Jones
Shirley Caswell

Erik Rohlman Jennifer Rohlman
Erik Rohlman
Jennifer Rohlman
Lot # 10

Paula Jones
Shirley Caswell

John R. Watson
John R. Watson
Lot # 35

Paula Jones
Shirley Caswell

Eben R. Edwards, Jr
Eben R. Edwards, Jr.
Lot # 6

Paula Jones
Shirley Caswell

Rory G. Barzee & Kathleen A. Barzee
Rory G. Barzee
Kathleen A. Barzee
Lot # 32

Paula Jones
Shirley Caswell

Butch & Carol Summey
Butch & Carol Summey
Lot # 1

Paula Jones
Shirley Caswell

Leon T Powell Kathy B Powell
Leon T Powell
Kathy B Powell
Lot # 11

Paula Jones
Shirley Caswell

Bill Jacobs
Bill Jacobs
Lot # 23

WITNESS:

MORNINGLAKE SUBDIVISION LOT OWNERS:

Paula Jones
Sharon J. Creswell

Jody Cusson Worley N/K/A
Lot # 8 Jody Cusson Cobb S/K/A
Jody Cusson Worley N/K/A
Jody Cusson Cobb E/K/A

Paula Jones
Sharon J. Creswell

William R. Murr
William R. Murr
Lot# 33

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me Paula Jones and made oath that (s)he saw the within named lot owners sign, seal and as his(her) act and deed deliver the within written AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS FOR MORNINGLAKE SUBDIVISION and that (s)he with Sharon Creswell witnessed the execution thereof.

SWORN to before me this 7th day of October, 2003.

Sharon J. Creswell (SEAL)
Notary Public for South Carolina

Paula Jones

My Commission expires: 5/23/2013

DEED 66-U PG 046 RECORDED

97OCT 24 PM 4: 21

STATE OF SOUTH CAROLINA) R.M.C.
) SPARTANBURG. AMENDMENT TO RESTRICTIVE
COUNTY OF SPARTANBURG) COVENANTS AND EASEMENTS
FOR MORNINGLAKE SUBDIVISION

WHEREAS, Four Seventeen, Inc., a South Carolina corporation (hereinafter "Developer") owned and developed a certain subdivision known as Morninglake Subdivision, said subdivision being shown and designated on a plat by Wolfe & Huskey, Inc., Surveyors, dated May 17, 1993 and recorded in Plat Book 151, Page 87, in the R.M.C. Office for Spartanburg County; and

WHEREAS, Four Seventeen, Inc. recorded restrictive covenants and easements for Morninglake Subdivision affecting the above described property by document dated and recorded July 16, 1993 in Deed Book 60-G at Page 116 in said R.M.C. Office; and

WHEREAS, the Morninglake Homeowners Association, Inc., a South Carolina non-profit corporation was formed on the 9th day of ~~September~~ 1997 for the purposes of holding, administering, controlling and otherwise regulating certain recreational common property for social and eleemosynary purposes for the benefit of homeowners in Morninglake Subdivision, and enforcing, on behalf of such homeowners, certain restrictions, covenants, liens and charges; and

WHEREAS, it is the desire of the Developer to amend said restrictive covenants and easements for Morninglake Subdivision with the intent to assign and delegate all of Developer's reserved rights mentioned therein from Developer to Morninglake Homeowners Association, Inc.; and

WHEREAS, it is also the desire of the Developer to amend said restrictive covenants and easements for Morninglake Subdivision to more clearly define terms mentioned therein;

NOW THEREFORE, know all men by these presents that the undersigned Developer of Morninglake Subdivision, for valuable consideration, does hereby amend and modify those restrictive covenants and easements for Morninglake Subdivision recorded in Deed Book 60-G at Page 116 in said R.M.C. Office, as follows:

1. The following definition section shall be added as follows:

DEFINITIONS

A. "Association", "Homeowners Association", "Homeowners" and "Morninglake Homeowners Association" shall mean and refer to Morninglake Homeowners Association, Inc.

B. "Developer" shall mean and refer to Four Seventeen, Inc.

DEED 66-U PG 047

2. The last sentence of Paragraph 3 shall be amended to read as follows: "The Architectural Committee shall be composed of the following three (3) members until September 1, 2000: Frank M. Nutt, F. Hugh Atkins and John W. Beeson. Thereafter, the Architectural Committee members shall be appointed by a majority vote of the Board of Directors of Morninglake Homeowners Association, Inc. At any time prior to September 1, 2000 any of these named individuals may resign from the Architectural Committee and upon doing so may appoint their successor. Upon the death of any of these named individuals while serving on the Architectural Committee, their Personal Representative may appoint their successor."

3. The last sentence of Paragraph 26 shall be amended to read as follows: "The annual assessment shall begin in 1994 at \$150.00 per lot; thereafter the annual assessments will be set by the board of directors of the Morninglake Homeowners Association, Inc."

IN WITNESS WHEREOF, the undersigned Developer has caused this instrument to be executed and its seal affixed this 2nd day of Sept, 1997.

WITNESS:

Judy Q. Giles

Linda W. Belcher

FOUR SEVENTEEN, INC.

Frank M. Nutt (SEAL)
 By: Frank M. Nutt
 Title: President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me Judy Q. Giles and made oath that (s)he saw the within named Frank M. Nutt sign, seal and as his act and deed, deliver the within written restrictive covenants, and that (s)he with Linda W. Belcher witnessed the execution thereof.

Sworn to before me this 2nd day of Sept, 1997.

Judy Q. Giles

Linda W. Belcher (SEAL)
 Notary Public for South Carolina
 My commission expires: 2/10/2007

DEED60G PG116

RECORDED

1993 JUL 16 PM 2:02

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
RMC)
SPARTANBURG)
RESTRICTIVE COVENANTS AND EASEMENTS
MORNINGLAKE SUBDIVISION

WHEREAS, Four Seventeen, Inc., is the Developer of a certain tract of land located near the City of Spartanburg, Spartanburg, South Carolina, shown as Morninglake, dated May 17, 1993 by Wolfe & Huskey, Inc., Surveyors, and being recorded in Plat Book 151, at page 87 in the RMC Office for Spartanburg County; and

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, Four Seventeen, Inc., does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

PD 095

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DEED 60 G PG 117

Page 2

2. All lots in the above referred to development shall be known and designated as residential lots, except any land set aside by developer for recreational or common area purposes. Lots 1-4 and 23-39 inclusive have a minimum square footage of 1800 of heated area, excluding any unfinished basement, porch, veranda, breezeway, terrace or attached garage. Lots 5-22 shall have a minimum square footage of 2000 of heated area, excluding any unfinished basement, porch, veranda, breezeway, terrace or attached garage.

3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway has been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the MorningLake Architectural Committee. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty days after being submitted to the said committee, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structure in the development. The Architectural committee shall be appointed by Developer until title to all lots are transferred; Thereafter the Architectural Committee shall be elected by the MorningLake Homeowners Association.

4. No concrete block shall be used in the construction of any building unless the exterior walls are faced with brick or some other material approved by the committee for the covering of any exterior wall.

5. No lot shall be subdivided further without Architectural Committee's approval.

6. No trailer, mobile home, shack, garage, barn, or other like structures shall be placed, constructed or maintained on any lot.

7. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood. No swine, cattle, chickens, or livestock may be kept or maintained on the lots.

8. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.

DEED 06 PG 118

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9. Chain-link or other wire or metal-type fences shall be prohibited except on the rear of any lot of any residence, shall not be visible from the street, and shall be black or green. Split rail, board or masonry walls or fences may be constructed, provided that all locations and construction specs of all fencing shall be approved by the Architectural Committee through the procedures set forth in Paragraph 3.

10. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.

11. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear 10 feet of each lot and 5 feet on each side of the side lot lines.

12. All sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and any appropriate county official. No construction shall begin prior to appropriate approvals and permits.

13. Some of the lots may have been filled by the developer or its predecessors in title. No representation is made as to the condition and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.

14. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to MorningLake Subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and S.C. D"REC.

DEED 60 G PG 119

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15. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned owner or its successors shall have the right to use additional or larger signs for the development of the property.

16. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area or buried underground.

17. All mailboxes shall be approved by the Architectural Committee.

18. All garbage and trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties.

19. Exposed satellite dishes will NOT be permitted in the subdivision unless 2/3 of lot owners approve in writing; however, satellite dishes not visible from the road may be installed.

20. Any garage facing the street shall have a garage door and a pedestrian walk door.

21. Restrictions may be amended anytime by the "Developer" until title to all lots has been transferred. Thereafter, restrictions may be amended by homeowners with written approval of 2/3 of the lot owners.

22. If any of the parties hereto, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants, restrictions and conditions set forth herein, it shall be lawful, for any person or persons owning real property situated in the said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, restriction or conditions and either to prevent him or them from so doing or to recover damages or other costs, expenses or attorneys fees for such violation. Any person or persons acquiring, whether by purchase, gift or otherwise, any lot to which these covenants, restrictions and conditions apply, shall be deemed to have assented to the terms hereto, including the payment of reasonable attorneys fees incurred by any proper person in any proceeding to enforce compliance with these said conditions, covenants or restrictions.

23. If any one or more of these covenants, restrictions or conditions shall be held void or unenforceable by judgement or court order, such judgement or court order shall in no way affect any of the other remaining provisions which shall remain in full force and effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature.

DEED 60 G PG 120

Page 5

24. Developer or the Architectural Committee may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing.

25. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument, refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owners of such property, shall be subject to and bound by all of the covenants and restrictions enumerated herein.

26. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to MorningLake Homeowners Association, (a) annual assessments or charges set by MorningLake Homeowners Association, (b) pro-rated share of the street lights and (c) expense for the entrance or common area for MorningLake. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and ~~cost~~ is the obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The full annual assessment provided for herein shall commence as to any Residential Unit on the day of the initial occupancy of a residential unit and such payment shall continue on an annual basis. The first annual assessment shall be adjusted according to the number of months remaining in ~~the year of~~ initial occupancy. The Annual assessments shall be due and payable within thirty (30) days after initial occupancy of the Residential Unit and thereafter on January 1 of each following year. The annual assessment shall begin in 1994 at \$150.00 per lot; thereafter the Developer or its designee will set the annual assessments.

27. Any annual assessment not paid within forty-five (45) days after the due date shall be increased to include a penalty of one (\$1.00) Dollar per day from the due date. The Association may bring an action at law against the owners personally or jointly and severally obligated to the same or foreclose the lien created herein securing the obligation to pay assessments in the same manner and in full respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina except as lien creditors. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In addition, all annual or special assessments from the date of default until completion of such foreclosure action shall accrue during the pendency of such action and shall be included in the amount due the Association at the end of the proceeding. No owner may waive or otherwise escape liability for the Residential Unit.

28. MorningLake Homeowners Association, shall have, and is hereby given, power to require full payment of all sums then due it from any Residential owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) RESTRICTIVE COVENANTS AND EASEMENTS
MORNINGLAKE SUBDIVISION

WHEREAS, Four Seventeen, Inc., is the owner of a certain tract of land located near the City of Spartanburg, Spartanburg, South Carolina, shown as MorningLake II, by Huskey & Huskey, Inc., Surveyors, and being recorded in Plat Book 155, at page 382 in the RMC Office for Spartanburg County; and

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, Four Seventeen, Inc., does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date these covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

Covers only Phase 2 Lots 40-57

Does not set up Membership in the HOA

2. All lots in the above referred to development shall be known and designated as residential lots, except any land set aside by developer for recreational or common area purposes. Lots shall have a minimum square footage of 2000 of heated area, excluding any unfinished basement, porch, veranda, breezeway, terrace or attached garage

3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway has been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer or it's Committee. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty days after being submitted to the said committee, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structure in the development. The Architectural Committee shall be appointed by Developer until title to all lots are transferred; thereafter the Architectural Committee shall be elected by the Morninglake Homeowners Association.

4. No concrete block shall be used in the construction of any building unless the exterior walls are faced with brick or some other material approved by the committee for the covering of any exterior wall.

5. No lot shall be subdivided further without Architectural Committee's approval.

6. No trailer, mobile home, shack, garage, barn, or other like structures shall be placed, constructed or maintained on any lot.

7. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood. No swine, cattle, chickens, or livestock may be kept or maintained on the lots.

8. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.

9. Chain-link or other wire or metal-type fences shall be prohibited except on the rear of any lot of any residence, shall not be visible from the street, and shall be black or green. Split rail, board or masonry walls or fences may be constructed, provided that all locations and construction specs of all fencing shall be approved by the Architectural Committee through the procedures set forth in Paragraph 3.
10. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the Subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.
11. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear 10 feet of each lot and 5 feet on each side of the side lot lines.
12. All sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and any appropriate county official. No construction shall begin prior to appropriate approvals and permits.
13. Some of the lots may have been filled by the developer or its predecessors in title. No representation is made as to the condition and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.
14. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to Morninglake Subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and S.C. DEHEC.

15. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned owner or its successors shall have the right to use additional or larger signs for the development of the property.
16. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area or buried underground.
17. All mailboxes shall be approved by the Architectural Committee.
18. All garbage and trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties.
19. Exposed satellite dishes will NOT be permitted in the Subdivision unless developer approves in writing; however, satellite dishes not visible from the road may be installed.
20. Any garage facing the street shall have a garage door.
21. Restrictions may be amended anytime by the "Developer" until title to all lots has been transferred. Thereafter, restrictions may be amended by homeowners with written approval of 2/3 of the lot owners.
22. If any of the parties hereto, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants, restrictions and conditions set forth herein, it shall be lawful, for any person or persons owning real property situated in the said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant, restriction or conditions and either to prevent him or them from so doing or to recover damages or other costs, expenses or attorneys fees for such violation. Any person or persons acquiring, whether by purchase, gift or otherwise, any lot to which these covenants, restrictions and conditions apply, shall be deemed to have assented to the terms hereto, including the payment of reasonable attorneys fees incurred by any proper person in any proceeding to enforce compliance with these said conditions, covenants or restrictions.
23. If any one or more of these covenants, restrictions or conditions shall be held void or unenforceable by judgment or court order, such judgment or court order shall in no way affect any of the other remaining provisions which shall remain in full force and effect, they being expressly acknowledged and agreed to be obligations severable and independent in nature.

*may not empower the
HOA with
enforcement rights*

24. Developer or the Architectural Committee may waive any unintentional violation of these restrictive covenants by appropriate instrument in writing.
25. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument, refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owners of such property, shall be subject to and bound by all of the covenants and restrictions enumerated herein.
26. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to Mornignlake Homeowners Association, (a) annual assessments or charges set by Morninglake Homeowners Association, (b) pro-rated share of the street lights and (c) expense for the entrance or common area for Morninglake. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The full annual assessment provided for herein shall commence as to any Residential Unit on the day of the initial occupancy of a residential unit and such payment shall continue on an annual basis. The first annual assessment shall be adjusted according to the number of months remaining in the month of initial occupancy. The Annual assessments shall be due and payable within thirty (30) days after initial occupancy of the Residential Unit and thereafter on January 1 of each following year. The annual assessment shall begin in 2004 at \$150.00 per lot; thereafter the Developer or its designee will set the annual assessments.
27. Any annual assessment not paid within forty-five (45) days after the due date shall be increased to include a penalty of **one (\$1.00) Dollar per day from the due date.** The Association may bring an action at law against the Owners personally or jointly and severally obligated to the same or foreclose the lien created herein securing the obligation to pay assessments in the same manner and in full respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina except as lien creditors. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In addition, all annual or special assessments from the date of default until completion of such foreclosure action shall accrue during the pendency of such action and shall be included in the amount due the Association at the end of the proceeding. No Owner may waive or otherwise escape liability for the Residential Unit.
28. Morninglake Homeowners Association, shall have, and is hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.

*Everyone must
Pay*

DEE-2024006246 Recorded 25 on 02/20/2024 10:19:54 AM Recording Fee: \$25.00 Office of REGISTER OF DEEDS, SPARTANBURG, S.C. ASHLEY B. WILLIAMS REGISTER OF DEEDS BK:DEE 145-H PG:577-601
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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

**BYLAWS OF MORNINGLAKE
HOMEOWNERS ASSOCIATION, INC.**

*Cross Reference: Book 60-G at Page 116;
Book 79-L at Page 409; Book 66-U at Page
046; Book 79-G at Page 976.*

WHEREAS, Four Seventeen, Inc. did file certain Restrictive Covenants and Easements for Morninglake Subdivision on July 16, 1993 in Book 60-G at Page 116 in the Spartanburg County Register of Deeds; and

WHEREAS, the Morninglake Homeowners Association, Inc. was incorporated to serve as the homeowners' association for the Morninglake Subdivision on September 9, 1997; and

NOW THEREFORE, Morninglake Homeowners Association, Inc. hereby adopts the following Bylaws.

ARTICLE 1
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1.1 Name. The name of the corporation is Morninglake Homeowners Association, Inc. (the "Association"). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the name "Morninglake Homeowners Association, Inc." or any variant thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the Member, committee or group of Members is speaking for or on behalf of the Association.

Section 1.2 Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Code Ann. §§ 33-31-101, *et seq.*) (the "Act"), but meetings of Members and directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

Section 1.3 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Restrictive Covenants and Easements for Morninglake Subdivision, originally recorded in Book 60-G at Page 116 and Book 79-L at Page 409 in the Spartanburg County Register of Deeds (as amended, modified, and/or supplemented, the "Declaration"), unless the context indicates otherwise.

- (a) "Architectural Committee" shall consist of the Board of Directors or such other Members as the Board may appoint.
- (b) "Architectural Guidelines" shall mean and refer to the set of policies, rules and procedures, if any, which may be promulgated and/or amended by the Architectural Committee, from time to time, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of

Improvements in the Community.

- (c) “Articles of Incorporation“ shall mean and refer to the Articles of Incorporation of the Association filed with the Secretary of State
- (d) “Board of Directors“ or “Board“ shall mean and refer to the board of directors of the Association.
- (e) “Community“ shall mean and refer to all the subdivided Property constituting the Morning Lake subdivision as depicted on the Plats of record.
- (f) “Costs of Collection“ shall mean and refer to all costs and expenses incurred by the Association in collecting assessments or any other authorized charges, whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney’s fees, management company/management agent charges, administrative fees and charges, court costs, costs and expenses occurred in protecting its lien(s) and/or the priority thereof, and any other costs and expenses incurred by the Association.
- (g) “Declaration“ shall mean and refer to Restrictive Covenants and Easements for Morninglake Subdivision, as it may from time to time be amended or supplemented in the manner provided herein. The Declaration is hereby incorporated herein by this reference and made part hereof.
- (h) “Dwelling Unit“ or “Unit“ shall mean and refer to any improvement upon a Lot intended for use and occupancy as a residence.
- (i) “Governing Document(s)“ shall mean and refer to the Declaration, the Plats, these Bylaws, the Articles of Incorporation, Architectural Guidelines and the Rules and Regulations, as any of these may be amended from time to time.
- (j) “Improvement” shall mean and refer to any addition, change or object upon any portion of the Property, whether temporary or permanent, that alters or changes the appearance of the Property or the existence of which affects some aspect of the Property, including, without limitation, grade, slope, or natural flow of water. Improvement is intended to be comprehensive, and shall be construed broadly.
- (k) “Lot“ shall mean and refer to any parcel of land with such Improvements or Dwelling Units as may be erected or placed thereon, shown and designated as a Lot upon any recorded subdivision map or any Plats of the Property which has been subjected to the Declaration. “Lot“ shall not mean and refer to Common Areas, or the streets or road rights-of-way in the Community.
- (l) “Member“ shall mean and refer a member of the Association, membership being more particularly set forth in Section 3.1 of these Bylaws.

- (m) "Occupant" shall mean and refer to each individual occupying any Dwelling Unit, whether such occupancy is temporary or permanent.
- (n) "Owner" shall mean and refer to the record owner or owners, whether one or more Persons, of any Lot which is part of the Property, but excluding any party holding an interest merely as security for the performance of an obligation.
- (o) "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.
- (p) "Plats" shall mean and refer to collectively to those certain plat(s) depicting all or a portion of the Property recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina from time to time, each as amended, modified, supplemented, restated or superseded from time to time. Plats shall include any and all plats referenced in Exhibit A hereto.
- (q) "Property" shall mean and refer to those certain lands, including but not limited to, the Lots, streets or road rights-of-way and Common Areas, subjected to the Declaration, which is described in Exhibit A, together with such additional lands as may be subjected to the Declaration as provided herein or by operation of law.
- (r) To "Rent", "Rental", and other similar terms shall mean and refer to the granting or conveyance of any rights to use, occupy, or possess a Lot or Unit, or any portion thereof, to someone other than the Owner of the Lot or Unit for a fee or other consideration, including, without limitation, to lease, to let, and to license.
- (s) "Rental Agreement" shall mean and refer to any agreement to Rent a Lot or Unit, or any portion thereof, including, without limitation, leases, licenses, and other similar agreements.
- (t) "Renter" shall mean and refer to any person(s) or entity(ies) to whom a Lot or Unit, or any portion thereof, is Rented, including, without limitation, tenants, lessees, and licensees.
- (u) "Short Term Rental" means when a Lot or Unit, or any portion thereof, is Rented to a particular Renter for a period of less than one hundred and eighty (180) consecutive days.
- (v) "Rules and Regulations" shall mean and refer to regulations of the Association adopted and modified by the Board of Directors, from time to time, as more specifically provided in Section 12.3 of these Bylaws.

ARTICLE 2
PURPOSES AND POWERS

Section 2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions and purposes of the Association include: (1) to perform those rights, powers, obligations, purposes, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

Section 2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

- (a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and
- (b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE 3

MEMBERSHIP

Section 3.1 Membership. Every Owner of a Lot in the Community shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE 4

MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS

Section 4.1 Annual Meeting. A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. At each annual meeting:

- (1) The President and Treasurer shall report on the activities and financial condition of the Association;
- (2) An election of directors shall occur in accordance with Section 6.3 of these Bylaws; and
- (3) Subject to the provisions of the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

Notice of the annual meeting shall be given in accordance with Section 4.3 hereof

Section 4.2 Special Meetings.

- (a) Special meetings of the Association's Members may be called by the President or by the Board of Directors. If called by the President, the special meeting of the Members shall be held at a time, date, and place established by the President. If called by the Board of Directors, the special meeting of the Members shall be held at a time, date, and place established by the Board of Directors.
- (b) Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.
- (c) Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

Section 4.3 Notice of Meetings of Members; Waiver of Notice.

- (a) Notice of Meetings of Members –In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by: (1) depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed the Member's address last appearing on the books of the Association; (2) by hand delivery to the Member or to the Member's address last appearing on the books of the Association at least ten (10) days, but not more than sixty (60) days before the meeting date; and/or (3) by electronic mail delivered to the Member's email address last appearing on the books of the Association at least (10) days, but not more than sixty (60) days before the meeting date. An email shall be deemed to be delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable (See Section 5.2).
- (b) Annual Meeting of Members. Unless the Act, these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose(s) for which the meeting is called. However, Members, directors, and officers are alerted that the Act does require the notice of the annual meeting to include a description of certain matters to be acted upon

(including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)), and the Act should be consulted accordingly.

- (c) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.
- (d) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose described in the meeting notice), unless the Member objects to considering the matter when it is presented.

Section 4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first transmitted to any Member are entitled to notice of the meeting. For purposes of this Section, notice shall be deemed to be "transmitted" (even if different than the effective date of notice under Section 5.2) on the date when: (1) deposited in the United States Mail in accordance with Section 4.3(a)(1); (2) hand delivered in accordance with Section 4.3(a)(2); and/or (3) delivered by email in accordance with Section 4.3(a)(3). Members on the date of the meeting who are otherwise eligible to vote at the meeting shall be entitled to vote at the meeting.

Section 4.5 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the affirmative vote of a majority of the votes represented at the meeting. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3.

Section 4.6 Members' List for Voting. After the record date for notice of a meeting is fixed, the Board of Directors shall prepare an alphabetical list of the names of all Members, which shall be updated and kept current through the time of the membership meeting. Such list shall list the Members by classification of membership and must show the address and number of votes

each Member is entitled to vote at the meeting. The list of Members must be made available for inspection in accordance with the Act.

Section 4.7 Quorum for Membership Meetings. Except as otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members representing ten percent (10%) of the total eligible votes in the Association entitled to be cast at the meeting shall constitute a quorum for the transaction of business.

Section 4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the following vote is required to constitute approval by or an act of the Members: (1) the affirmative vote of the majority of votes cast; and (2) such affirmative votes must also constitute a majority of the required quorum. Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

If a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves, and the following shall apply:

- (1) If only one votes, the vote binds all.
- (2) If more than one votes:
 - a. If the votes cast are the same in all respects, then they collectively constitute the one (1) vote for the Lot on that matter.
 - b. If the votes cast differ in any respect, the vote for the Lot on the matter shall be deemed to be void and shall be treated as an abstention on the matter.
- (3) No vote attributable to a Lot may be split or fractionally cast.

Section 4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. An appointment of a proxy is revocable by the Member. An appointment of a proxy is revoked by the person appointing the proxy: (i) attending any meeting and voting in person, or (ii) signing and delivering to the Secretary (or other officer or agent authorized to tabulate votes) either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form. The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises authority under the appointment.

Section 4.10 Action by Written Consent. Unless otherwise limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action required or permitted to be approved by the Members may be approved without a meeting if the action is approved by Members holding at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The record date for determining Members entitled to take action without a meeting under this Section is the date the first Member signs the written consent to such action. Written notice of Member approval pursuant to this Section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given. Such written notice shall be effective in accordance with Section 5.2 hereof.

Section 4.11 Action by Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

Section 4.12 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.13 Failure to Hold Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.14 Meetings Held by Means of Remote Communication; Participation in Meetings by Means of Remote Communication. The Board of Directors, in its sole discretion, may permit any Member(s), proxy(ies), or any other person(s) entitled to participate in a meeting of the Members to participate in any meeting of the Members by means of remote communication, or may hold all or any part of a meeting of the Members solely by means of remote communication. The Board of Directors is authorized to adopt policies, procedures, and/or guidelines regarding

participation in and/or the conducting of a meeting of the Members by means of remote communication, but at a minimum, shall ensure that reasonable measures have been implemented to: (1) verify the identity each Member or proxy participating by means of remote communication; and (2) provide Members and proxies, if any, a reasonable opportunity to participate in the meeting and to vote on matters submitted to a vote at the meeting, including an opportunity to communicate substantially concurrently with the proceedings, and to hear and/or read the proceedings substantially concurrently with the proceedings. Means of remote communication include, without limitation, teleconferencing and video conferencing. Any Member or proxy attending/participating in a meeting of the Members by means of remote communication shall be deemed to be present in person at the meeting. When a meeting of the Association is held solely by means of remote communication, the means of remote communication shall be deemed to be and shall constitute the place of the meeting.

ARTICLE 5

NOTICE

Section 5.1 Methods of Notice. Notice of meetings of Members shall be given in the manner as specifically provided in ARTICLE 4. Otherwise, unless the Act, these Bylaws, or the Articles of Incorporation provide specific notice requirements for particular circumstances, any other notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act may be given as follows:

- (1) Notice may be communicated in person; by telephone, telegraph, teletype, facsimile transmission (FAX), or other form of wire or wireless communication, including email; or by mail or private carrier. Additionally, notice may be communicated in any other manner permissible under the Act.
- (2) Notice may be oral or written; however, oral notice is permissible only if reasonable under the circumstances and only if written notice is not otherwise required by these Bylaws, the Articles of Incorporation, or the Act.

Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration may be given in any manner permitted by this Section.

Section 5.2 Effective Date of Notice. Any notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act shall be effective as follows:

- (a) Oral notice, if permissible, is effective when communicated, if communicated in a comprehensible manner.
- (b) Written notice, if in a comprehensible form, is effective at the earliest of the following:
 - i. when received (an email shall be deemed to be received/delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable);

- ii. five days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;
- iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
- iv. fifteen days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration shall be effective as provided in this Section.

Section 5.3 Address for Notice. It shall be the responsibility of each Member to designate an address for purposes of notice, which designation shall be in writing and filed with the Secretary. If no such written designation is provided to the Secretary, the address of the Member's Lot shall be deemed to be the Member's address for notice. Written notice is correctly addressed to a Member if addressed to the Member's address last appearing on the books of the Association.

ARTICLE 6

BOARD OF DIRECTORS

Section 6.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of not fewer than three (3) directors, who need not be Members of the Association. All directors who are also Members must be in good standing with the Association, in order to seek election to, or continue to hold a position on the Board of Directors. The Board of Directors shall consist of three (3) directors until such time as the number of directors is increased or decreased by a vote of the Members –the number of Directors may be increased or decreased by vote of the Members satisfying the approval requirements set forth in Section 4.8; provided, however, no reduction in the number of Directors shall have the effect of shortening the term of any incumbent director; and further provided that the number of directors shall not be less than three (3).

Section 6.2 Nominations. For elections of directors by the Members, the Board of Directors shall appoint a nominating committee to nominate candidates for election to the Board of Directors. The nominating committee shall consist of a chairman, who shall be a director, and at least two (2) Members of the Association. The nominating committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nominations for election to the Board of Directors may also be made from the floor at any meeting at which an election is to be held. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

Section 6.3 Election and Term of Office.

- (a) Election Generally; Term of Office. At each annual meeting, Members shall elect three (3) directors for a term of one year. As used herein, a one-year term shall mean a term commencing upon election and expiring at the next annual meeting of Members. The Members or their proxies may cast, in respect to each director position to be elected, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Directors may be elected to serve any number of consecutive terms. Despite the expiration of a director's term, the director continues to serve until the director's successor is elected and qualifies, or until there is a decrease in the number of directors.
- (b) Election by Acclamation. If the number of director positions to be elected on the Board is equal to or exceeds the number of nominees, the President or chair, after ensuring that no Members wish to make further nominations from the floor, may declare that the nominees are elected by unanimous consent (acclamation).
- (c) Election by Written Ballot. In the event that election of directors at the annual meeting cannot occur due to lack of quorum or otherwise, directors may be elected by written or electronic ballot pursuant to Section 4.11.

Section 6.4 Removal or Resignation. Directors may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the director, provided that the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Director. At such meeting, the Members may elect a successor for any director so removed to fill the vacancy for the remainder of the term of such director. If the Members do not elect a successor at the meeting in which the director is removed, the vacancy may thereafter be filled by the Board of Directors pursuant to Section 6.5, except that the Board of Directors may not fill the vacancy with any person that was removed as a director by the Members at such meeting of the Members. Removal of a director by the Members may not be done by the Members by written consent or written or electronic ballot in lieu of meeting of the Members.

Any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining directors and replaced in accordance with these Bylaws.

A director may resign at any time by delivering written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, unless the notice specifies a later effective date.

Section 6.5 Vacancies. Except as otherwise provided in Section 6.4, vacancies on the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining director(s), even if the remaining director(s) constitute fewer than a quorum, so long as there is at least one remaining director. Each person so selected shall serve for the unexpired portion of the term of the vacant director position being filled.

A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the Board of Directors, so long as there are at least three (3) directors on the Board at the time of the decision or action. However, nothing herein shall be construed as precluding the remaining directors from filling a vacancy on the Board, even if there are less than three (3) remaining directors.

Section 6.6 Meetings of Directors.

- (a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.
- (b) Regular meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.
- (c) Special meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) directors, after not less than two (2) days' notice is given to each director in any manner permitted by Section 5.1, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.
- (d) Executive session. The Board may hold executive sessions in a regular or special meeting from which others are excluded, by affirmative vote of two-thirds of the directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session. No formal or binding action may be taken in executive session and no minutes shall be taken. An executive session may be held only to:
 - v. Consult with the Association's lawyers concerning legal matters;
 - vi. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
 - vii. Discuss labor or personnel matters;
 - viii. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place

the Association at a disadvantage; or

- ix. Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 6.7 Participation by Telecommunications. Any director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other at the same time.

Section 6.8 Quorum. A majority of the directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6.9 Action. Every act or decision authorized 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 of Directors. Directors shall not vote by proxy.

Section 6.10 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all directors and be included in the minutes filed with the corporate records reflecting the action taken.

Section 6.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

Section 6.12 Obligation of Confidentiality. Each director shall have a continuing obligation to keep confidential any private or privileged information made available to the director pursuant to his or her role on the Board.

Section 6.13 Powers and Duties of Board.

- (a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the following specifically enumerated powers:
 - x. Appoint committees by resolution and to delegate the powers and duties appurtenant thereto;

- xi. Adopt, amend and publish Rules and Regulations governing the Property and establish enforcement procedures penalties for the infraction thereof, including monetary fines which shall constitute specific assessments;
 - xii. Suspend the voting rights of a Member during any period in which the Member shall be in default in the payment of any assessment, charge, fine or other cost levied by the Association or for any other violation of the Governing Documents;
 - xiii. Suspend the right to use the recreational facilities or amenities on the Common Areas and the services provided by the Association, as authorized by the Declaration;
 - xiv. Declare the office of a director to be vacant in the event of the death, disability, resignation, disqualification, or removal of a director;
 - xv. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties; and
 - xvi. Levy and collect assessments, fines (specific assessments), and other charges, including Costs of Collection, from the Owners in accordance with the Declaration;
- (b) Duties. The Board shall be responsible for all duties prescribed by the Declaration, the Act, or other South Carolina or Federal law as well as the following, without limitation:
- i. Prepare and adopt, in accordance with the Declaration, an annual budget;
 - ii. Provide for the operation, care, upkeep and maintenance of the Common Areas;
 - iii. Enforce the provisions of the Governing Documents, subject to the discretion of the Board provided in Section 6.14; and
 - iv. Obtain and carry property and liability insurance as provided in the Declaration, and pay the cost thereof and adjust claims, as appropriate.

Section 6.14 Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Governing Documents, including whether to compromise any claim for unpaid assessments or other claims made by or against it. The Board shall not have a duty to take enforcement action if it determines, in good faith, that under the facts and circumstances presented:

- (a) The Association's legal position does not justify taking any or further enforcement action;

- (b) The term or provision of the Governing Documents to be enforced is, or is likely to be, construed as inconsistent with the law;
- (c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (d) It is not in the Association's best interest to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances shall not prevent the Board from taking enforcement under another set of circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE 7 **OFFICERS**

Section 7.1 Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 7.2 Appointment and Term. The Board shall appoint the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

Section 7.3 Removal or Resignation of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the 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 7.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7.5 Powers and Duties of Officers. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 7.6 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of

Directors shall determine, in its sole discretion, the authority and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

Section 7.7 Compensation of Officers. No officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE 8 **ADMINISTRATION**

Section 8.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as the Board may designate by resolution.

Section 8.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all directors, officers and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

Section 8.3 Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 6.13(b).

ARTICLE 9 **ACCOUNTING AND FINANCIAL MATTERS**

Section 9.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 9.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

Section 9.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 9.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

Section 9.5 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 9.6 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and Costs of Collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located. All other persons or entities acquiring liens or encumbrances on any Lot after this Amendment shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest and Costs of Collection shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 9.7 Computation. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an Owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. The Board will

provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

Section 9.8 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate per Lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 9.9 Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. Specific Assessments are not subject to any uniform rate per Lot provision contained in the Declaration or these Bylaws and may be levied in a manner to be determined by the Board.

Section 9.10 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all Costs of Collection and any other amounts provided or permitted by law. In the event that the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to Costs of Collection, then to late charges, then to interest and then to delinquent assessments.

ARTICLE 10 **COMMITTEES**

Section 10.1 Committees. The Board of Directors shall appoint a nominating committee as provided in these Bylaws. The Board of Directors may appoint members to the Architectural Committee. The Board of Directors may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board of Directors may designate by resolution. Any such committee, and the committee members, shall serve at the pleasure of the Board of Directors and shall be chaired by a member of the Board of Directors.

ARTICLE 11 **BOOKS AND RECORDS**

Section 11.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

Section 11.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent, and according to the procedures and limitations, prescribed by the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every director shall have the right, at any reasonable time, to inspect the books, records and documents of the Association, subject, however, to the right of the Association to withhold materials protected by attorney-client privilege, work-product privilege, and all other privileges afforded to the Association under statutory or common law. Further, the Association may withhold materials from a director where said director has wrongfully refused to maintain the confidentiality of the same.

ARTICLE 12 **ENFORCEMENT**

Section 12.1 Enforcement. Enforcement of the Declaration, Bylaws, and the Rules and Regulations, in addition to any other remedy set out herein, may be carried out by the Declarant, Association or any Owner through arbitration or any proceeding at law or in equity, against any person(s) or entity(ies) violating or attempting to violate any covenant or restriction in the Declaration, Bylaws, or Rules and Regulations, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or Bylaws or to enforce any of the Rules and Regulations shall in no event be deemed a waiver of a right to do so thereafter. In the event the Declarant or the Association exercises said

enforcement powers, all costs incurred by the Declarant or the Association, including reasonable attorneys' fees and charges by the management company shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by the Association against said Lot Owner, if applicable. Such costs shall be collected in the same manner as Assessments, pursuant to ARTICLE 9.

In addition to the foregoing, and after providing notice of the violation, the Association may levy against the Owner of the Lot a monetary fine as a specific assessment, which shall constitute a lien upon the Lot. All costs incurred by the Association in enforcing the Declaration, Bylaws, Architectural Guidelines, and Rules and Regulations, including reasonable attorneys' fees and charges by the management company, shall be the responsibility of the Lot Owner against whom enforcement was sought and shall be a lien against said Lot Owner.

Section 12.2 Hearing. An Owner disputing a noticed violation may request a Hearing before the Board within ten (10) days of the notice provided thereof. If the Owner fails to present a written request for a hearing within this ten (10) day period, the Owner has waived his/her right to a Hearing and impliedly consented to the validity of the violation and monetary fine.

Section 12.3 Rules and Regulations. The Declarant and Board of Directors shall have the authority to promulgate and enforce Rules and Regulations, to include conduct on the Lots, Common Areas and roadways within the Properties. All Rules and Regulations shall be published to the Lot Owners prior to their enforcement. Upon the affirmative vote of fifty-one (51%) of the total vote in the Subdivision at a duly called meeting with a quorum present, any Rule or Regulations may be overridden.

Section 12.4 Legal Proceedings. The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, Rules & Regulations, and any agreement related to the of Common Area; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. Notwithstanding the prior sentence, the Board of Directors shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding against the Declarant, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) of the votes of all of the members of the Association. The requirements of this subsection shall not be amended or modified unless such amendment or modification is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE 13

RENTAL RESTRICTIONS

Section 13.1 Rental Restrictions. Lots and Units may only be Rented in their entirety – no individual rooms, floors, or other portions of a Lot or Unit consisting of less than the entire Lot or Unit may be separately or individually Rented. There shall be no sub-Rental of a Lot or Unit (or any portion thereof), and there shall be no assignment of a Rental Agreement by a Renter.

Section 13.2 Short Term Rentals. Short Term Rentals are prohibited. Additionally, offering or advertising a Lot or Unit, or any portion thereof, for Short Term Rental is prohibited. Further, no Lot or Unit, or any portion thereof, may otherwise be used for hotel or transient purposes.

Section 13.3 Additional Requirements for Rental Agreements. All Rental Agreements must be in writing. All Rental Agreements shall contain a provision requiring all Renters and other occupants of the Rented Lot or Unit, as well as all guests and invitees of the same, to comply with the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations of the Association. All Rental Agreements shall contain a provision providing that any violation of the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and/or the Rules and Regulations of the Association by a Renter and/or other occupant of the Rented Lot or Unit, as well as by any guest or invitee of the same, shall be deemed a default under the terms of the Rental Agreement and grounds for termination of the Rental Agreement and for eviction.

Section 13.4 Requirement to Provide Information. Upon request, an Owner and/or any Renter(s) shall provide the Board with: (1) a copy of any Rental Agreement; (2) the names of all persons occupying or who will be occupying the Lot or Unit pursuant to, as a consequence of, or in any way as a result of or due to a Rental Agreement; and (3) such other information as may be reasonably required by the Board to assist in monitoring compliance with the provisions of this ARTICLE 13.

Section 13.5 Hardships; Non-Liability. The Board shall have the right and power, but not the obligation, in its complete and sole discretion, to grant a waiver or variance of the application of the restrictions set forth in Section 13.1 in circumstances when the application of the same may result in undue hardship or unduly inequitable results. The granting of a waiver or variance by the Board shall not in any way be construed as setting a precedent for the granting of a waiver or variance or in any way limiting the discretion of the Board to deny a waiver or variance in other similar circumstances, in its complete and sole discretion. Neither the Association, the Board, nor any individual officer or director of the Association shall be liable in any way for the exercise of its/their discretion or judgment under this provision, including, but not limited to, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with such exercise of judgment.

Section 13.6 Exception for Lots or Units Owned by Association. The provisions of this ARTICLE 13 shall not apply to any Lot or Unit owned by the Association

Section 13.7 Effective Date. Any bona fide rental agreement already in place at the time the foregoing Amendment becomes effective shall be grandfathered in until such time as (1) the Rental Agreement in place is terminate or expires by its natural terms; or (2) the Lot is sold or ownership otherwise transferred; whichever occurs first. After the occurrence of the first of the aforementioned triggering events, the Lot Owner must comply with the requirements set forth in this ARTICLE 13 in order to Rent the Lot to any Renter. Notwithstanding the foregoing, any Rental Agreement already in place at the time these Bylaws are adopted, shall be provided to the Board of Directors within thirty (30) days of the recording of these Bylaws with the Register of Deeds for Spartanburg County.

ARTICLE 14

ARCHITECTURAL APPROVAL

Section 14.1 Requirement for Approval. No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light, or any other structure or Improvement of any kind shall be commenced or erected upon an Lot, or upon the exterior of any Dwelling Unit, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed plans, specifications (including height, color and composition, location, materials, and finishes), plot plan, landscape plan, and construction schedule shall have been submitted to, in writing, and approved by, in writing, the Architectural Review Committee. In the event approval of such plans is neither granted nor denied within forty-five (45) days following receipt by the Architectural Review Committee of a complete and written request for approval, approval shall be deemed granted. Refusal to approve plans, location, or specifications may be based upon any ground which is consistent with the objectives of the Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious. In no event, shall failure to approve or deny such plans constitute waiver by the Architectural Review Committee to approve or deny future requests under this Article. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Association, the Board of Directors, the Architectural Review Committee, nor any member of any of the foregoing shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, the Architectural Review Committee, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modification to any Lot.

The Architectural Review Committee may suspend or withhold architectural review services to any Owner during any period in which the Owner shall be in default in the payment of any assessments or other charges, or for any other violation of the governing documents.

Section 14.2 Architectural Guidelines. The Architectural Review Committee may prepare Architectural Guidelines for the Property. The Architectural Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending on the location, size, unique characteristics, and intended use. The Architectural Guidelines are intended to provide guidance to Owners, but are not the exclusive basis upon which decisions may be made by the Architectural Review Committee of whether to approve or deny a request under this Article. The Architectural Review Committee shall have the sole and full authority to amend the Architectural Guidelines.

Section 14.3 Variances. The Architectural Review Committee may authorize variances from compliance with any of its Architectural Guidelines when circumstances, such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. Approval by the Architectural Review Committee of any plans and specifications or the granting of a variance shall not in any way be construed to set a precedent for approval, alter in

any way the Architectural Guidelines, or deemed a waiver of the Architectural Review Committee's right in its discretion to disapprove similar plans and specifications.

ARTICLE 15

INDEMNIFICATION

Section 15.1 Indemnification. The Association shall indemnify, defend and hold harmless the Association's directors and officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the directors and officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such directors, officers, or representatives may have or hereafter acquire. The Association shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the director or officer complies with the terms of the Act.

ARTICLE 16

MISCELLANEOUS

Section 16.1 Corporate Seal. The Association may have a seal in circular form having within its circumference the name of the Association.

Section 16.2 Amendments.

- (a) By the Members. These Bylaws may also be amended by the affirmative vote of at least 51% of the total eligible votes in the Association.
- (b) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 16.3 Conflicts.

- (a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- (b) With the Act. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 16.4 Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the Association has caused these initial Bylaws of the Association be adopted this 12 day of February 2024.



Witness 1

Martha Odel

Witness 2

Morninglake Homeowners Association, Inc.

Cynthia A. Chapman
By: Cynthia A. Chapman
Its: President

SWORN to before me this
12 day of February, 2024

Austin M. Bichay (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-28-25

Exhibit A

All that certain piece, parcel, or tract of land, situate, lying, and being in the County of Spartanburg, State of South Carolina, being shown and delineated on a plat of Morninglake, dated May 17, 1993 by Wolfe & Huskey, Inc., Surveyors, and being recorded in Plat Book 121, at page 87 in the RMC for Spartanburg County.

AND

All that certain piece, parcel, or tract of land, situate, lying, and being in the County of Spartanburg, State of South Carolina, being shown and delineated on a plat of Morninglake Phase 2, prepared by Wolfe & Huskey, Inc., Surveyors, dated September 25, 2003 and being recorded in Plat Book 155 at page 382 in the RMC for Spartanburg County.