



RESTRICTIVE AND PROTECTIVE  
COVENANTS

AUGUST 1, 2000

**RECEIVED**

AUG 1 2000



at Pages 73 and Phase 1, Section 2, dated April 6, 2000 as shown and recorded in the RMC office for Greenville County in RMC office for Greenville County in Plat Book 41X at Page 14.

1.2 Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Developer by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of the Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with the existing property as hereinabove described in Paragraph 1.1, without the approval of all property owners, except as hereinafter provided in Articles III, IV, and V.

1.3 Existing Structures. In the event these Covenants shall be extended to additional Real Property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures which shall be constructed, sold, transferred, and occupied only in accordance with the terms hereof.

1.4 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinances or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

## ARTICLE II

### USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in the Article II, Paragraphs 2.1 through 2.33, shall apply to all numbered lots in the subdivision, except where specifically provided to the contrary hereinafter.

2.1 Use for Single Family Residences. All numbered lots shall be used exclusively for a single family detached residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants. No structure shall be erected, altered, placed, or permitted to remain on any such numbered lot other than one detached single family dwelling not to exceed two and one-half stores in height, exclusive of basement, and a garage for private passenger automobile and servants quarters.

2.2 Business Prohibited. No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, clubhouse, religious,

charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure therein shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court, or for transient accommodations, no duplex residence, garage or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgement of the Architectural Committee obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Detached Out-Buildings. No hot house, greenhouse, summer house, cabana, hot tub, outdoor fireplace, barbecue pit, in-ground swimming pool installation or other structure of any kind which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without the approval of the Architectural Committee.

2.5 Setback Lines. No building shall be erected on any lot nearer to the front lot line than the building Setback Line as shown on the recorded Plat and any such building shall face toward the front line of the lot except those buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be constructed nearer to any side lot line than ten (10) percent of the lot width measured at the building line, nor twenty feet from the rear lot line, across or along the front of any lot, along side line from rear of house to street; provided, however, that the Architectural Committee hereunder may approve deviations from the requirements of this paragraph.

2.6 Garages and Carports. Entrances to the garage must have garage door or doors and have automatic door openers. Doors shall be kept closed. Only double garages shall be constructed on the lots, specifically excluding single garages. The primary use of all garages and carports shall be storage of vehicles. However, minimum areas of storage in garages and carports shall be permitted for equipment and other items of personal property provided the same is stored neatly at all times.

2.7 Fences, Walls and Hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain across or along the front of any lot, along side line from rear of house to street. Fences must be constructed, placed and maintained in conformity with street setback lines as required by the recorded plat. Notwithstanding the foregoing, the Architectural Committee shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship. Hedges, fences and walls which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved in writing by the Architectural Committee after the Committee has received the plans, specifications or design proposed for said wall, fence or hedge. Chain link or other similar metal fencing is expressly prohibited, except as and where constructed by Declarant along ditch/drainage easements within

and bordering the Property and except that 2" x 4" wire mesh may be used with split rail fencing to contain animals within the yard. Perimeter fencing and privacy fencing around patios, decks or pools may not exceed five (5) feet in height unless the Architectural Committee grants a variance for reasonable cause or to alleviate a hardship. Lots that have severe slope in the rear or side yard shall not be approved for fences to be constructed along a property line that is significantly above or below the finished grade of the Lot. Severe slope is defined as a grade greater than 3:1. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

The Developer, or any person designated by the Developer may erect or maintain fences on lots being used by the Developer for sales offices, model homes, or other structures the Developer deems advisable for sales or development purposes.

2.8 Signs and Advertising. No sign or any character shall be displayed or placed upon any lot, except "for rent" or "for sale" signs, which signs shall refer only to that particular premises on which displayed, and shall not extend more than four feet above the surface of the ground, and shall be fastened only to a stake in the ground. The Architectural Committee may enter upon any lot and summarily remove and destroy any signs which do not conform to standards set by the Architectural Committee, provided, however, that the Developer, or any person designated by the Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Developer may deem advisable for development purposes.

2.9 Construction Delays. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances with the Architectural Committee having the following authority:

(1) the authority to complete the structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion by said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or

(2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded first mortgage. Said lien shall be foreclosed in the same manner as the foreclosure of a real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice being sent to the mortgagee or other lien holder indicating the proposed action to be taken and giving ten (10) days to allow the

owner to show cause why the Architectural Committee should not take action under this paragraph.

2.10 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner shall install at his expense a suitable driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. The total area of all driveways shall be paved by plant mix concrete. County of Greenville standards for driveway construction shall be adhered to. The Committee shall not permit a standard less than minimum County requirements. The driveway shall be completely paved with the same type of material. Materials of a different nature for different parts of the driveway may not be used without approval of the Architectural Committee. The Architectural Committee may require a substantial length of the driveway be double parking width so as to adequately provide for off street parking in the subdivision.

2.11 Picnic Areas and Trash Burning. Neither picnic areas nor detached outbuildings shall be erected or permitted to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of land lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon.

2.12 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction office during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.13 Trailers and Vehicles. No trailer, mobile home, tent, shack, barn, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporary or permanently. No disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any lot. No camping trailer or boat, recreational vehicle and/or similar equipment shall be parked on a lot. Camping trailers and boats of 18 feet and less in length may be parked inside garages with doors closed. No vehicles shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days, the same may be removed and stored at the expense of the owner. No property owner or his invited guest, licensee, or agent shall park any vehicle in any street in this subdivision except on a temporary basis. Said vehicles should be parked in garages, carports or the driveway area. All motor vehicles belonging to property owners in this subdivision shall maintain a current license tag and a current inspection sticker.

2.14 Fuel Tanks. No fuel oil storage or other tanks shall be permitted above ground.

2.15 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building. Through the wall heating and cooling units may be approved by the Architectural Committee.

2.16 Television Antennae and Satellite Dishes. No outdoor satellite dishes (receiving television or similar signals) or antennas shall be allowed on any lot, property, or structure in this subdivision, except as specifically permitted by FCC Rules and Regulations.

2.17 Nuisances. No illegal, noxious or offensive activity shall be permitted on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose. All property shown on the Plat is hereby declared to be wildlife sanctuary and any hunting of wild birds and animals is hereby prohibited.

2.18 Concrete Blocks. No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

2.19 Easements. Easements for the drainage of surface water as shown on the Plat are hereby reserved. Each owner of any property which is subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts on his property as may be reasonably required for proper drainage.

2.20 Utility Easements. The Developer hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electric, telephone, gas and sewer lines) over, in and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any Lot, and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any Lot, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded Subdivision Plat. The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. The reservation of said easements shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes or do such other things as may be reasonably necessary and required to provide for necessary drainage. Declarant shall have the right to perform said work but shall not be required to do so. Declarant may assign said rights to other interested parties. All such easements, including those designated on the Plat, are and shall remain private easements. The side and rear lot line easements herein granted in the event any Lot shall be resubdivided or replatted, as above provided, shall thereafter apply only to a Lot as resubdivided or replatted instead of applying to the Lot as originally platted, except that no resubdivision or replatting shall affect easements shown on the recorded Plat. In the event a Lot is enlarged as provided for in these restrictions, the five (5) foot easement for drainage and utilities along all side lines and ten (10) foot easement

along rear lines, as called for in the recorded plat, shall be moved to the new side line or rear line of the enlarged lot in place of the original lines.

2.21 Access. There shall be no access from any Lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Morning Mist Farm Subdivision as shown on the Plat. No driveway or vehicular access is permitted to connect to Morning Mist Lane. The Declarant may restrict vehicular access to other streets in future sections of the Property.

2.22 Rubbish Removal. All builders and the owner of each Lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any Lot fails to comply with the terms of this paragraph, the Developer and/or Homeowners Association shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things to perform and furnish in a neat and attractive condition, all at the expense of the owner of such Lot, which expense shall become payable by the owner to the Developer and/or Homeowners Association on demand.

2.23 Street Signs, Maintenance. Property Owners of Lots agree to permit street signs, provided by Developer to be erected on said lots nearest to the street or intersection of streets. Developer shall be responsible for the initial erection of said signs. Thereafter, individual property owners of the subdivision shall, or their Homeowners Association shall be responsible for the maintenance of said signs, and the owners of Lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.24 Mailboxes. Mailboxes and supporting posts shall be of standard design and construction as approved by the Architectural Committee.

2.25 Unloading of Heavy Equipment; Damage to Streets and Curbs. No builder or property owner will unload heavy equipment on paved streets, and any builder or property owner damaging any of the streets or curbs in said subdivision will be responsible for such damage.

2.26 Boundary Pins. No property pins shall be removed by lot Owner or builder and if said pins are removed, it shall be the responsibility of said lot owner or builder to replace same.

2.27 Subdivision of Existing Lots. No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to create an additional building lot without the approval of the Architectural Committee. This provision is not intended to prevent cutting of a small portion or portions of any lot for the purpose of conveying the same to an adjoining



property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements of any zoning regulation. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded plat.

2.28 Clothes Lines. No clotheslines shall be allowed on any lot.

2.29 Minimum Areas of Residences. Minimum square footage of improvement shall be determined by the Architectural Committee or its successors and assigns.

2.30 Off-Street Parking. Provisions must be made by the property owners for off-street parking of cars belonging to visitors. Parking in street rights-of way for long periods of time during the day or night will not be permitted. No trucks unless three-quarter ton or less in size shall be permitted to be parked or stored on the property or on the streets in the subdivision. It is the intention of this paragraph that all vehicles be parked off street and that no vehicles be parked on any streets in the subdivision except on a temporary basis.

2.31 Garbage and Trash Containers and Wood Piles. Garbage containers, trash cans and woodpiles must be located so that they will not be visible from the front street or side streets.

2.32 Animals and Pets. No animals shall be kept, maintained, or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. No beehives may be located on any lot. The Architectural Committee is authorized, but not required, to issue reasonable rules for the protection of all Owners in this community relating to the number of pets which may be kept on any numbered lot.

2.33 Recreational Facilities. Recreational facilities such as swing sets, trampolines, swimming pools, basketball goals or sport courts, either permanent or temporary, shall not be placed on any lot without the prior written consent of the Architectural Committee.

## ARTICLE III

## APPROVAL OF PLANS AND SPECIFICATIONS

NO IMPROVEMENTS, BUILDINGS, STRUCTURES OF ANY DESCRIPTION, WHETHER TEMPORARY OR PERMANENT, INCLUDING, BUT NOT LIMITED TO, WALLS, FENCES, OUTBUILDINGS, IN-GROUND SWIMMING POOLS, DRIVEWAYS, PARKING AREAS, OR MODIFICATIONS TO EXISTING STRUCTURES, SUCH AS ENCLOSING A GARAGE OR ADDING A PORCH, SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT OR LOTS UNTIL AND UNLESS BUILDING PLANS INCLUDING FLOOR PLANS, SQUARE FOOTAGE, AN ALL ELEVATIONS (PLANS TO REMAIN PROPERTY OF DEVELOPERS), AND SPECIFICATIONS, HAVE BEEN APPROVED IN WRITING AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN AND CONSISTENCY WITH PLANS OF EXISTING RESIDENCES OR OTHER BUILDINGS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO ABOVE GROUND SWIMMING POOLS OR EXTERIOR HOT TUBS MAY BE CONSTRUCTED ON ANY NUMBERED LOT. IN ADDITION, A LANDSCAPE DEVELOPMENT PLAN MUST LIKEWISE BE SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE SHOWING THE LOCATION OF ALL PROPOSED FENCES, BOUNDARY OR PATIO WALLS, DRIVEWAYS AND PARKING AREAS, HEDGES, SHRUBBERY AND TREES.

3.1 Committee Members. The Architectural Committee shall be composed of J. Coleman Shouse, Arthur Lazarus, Ben Taylor, and J. Matthew Shouse. In the event of the failure or inability for any reason of a member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by the remaining member or members of the Architectural Committee. The members of the Architectural Committee shall be appointed for a term of three years but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern.

3.2 Successors. After residences have been erected on at least seventy-five (75%) percent of all lots subject to these restrictions, the Architectural Committee may resign and turn over its rights, duties, and responsibilities to a new Architectural Committee to be appointed from time to time by the Morning Mist Farm Homeowners' Association.

3.3 Standards of Disapproval. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, color, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including the square footage of any building or residence constructed in the subdivision or for any other reason such as excessive duplication of buildings or improvements to be constructed in the subdivision or for purely esthetic reasons and reasons connected with the future development plans of the Developer of contiguous lands. In passing upon such matters the Architectural Committee may

take into consideration the suitability of proposed materials, colors, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from adjacent or neighboring properties. In order to prevent excessive duplication of buildings or improvements to be constructed in this subdivision, the Architectural committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the Committee.

3.4 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee, to the owner of any Real property, or to the Developer.

3.5 Application Time. Applications for approval as required hereon shall be made to the Architectural Committee, which shall be the time for the running of said thirty (30) days from the date of submission. Such applications for approval shall be submitted in duplicate along with the building plans, specifications, plot plans and landscape plans, to the office of West Georgia Acreage Partnership, 8590 Pelham Road, #13, Greenville, South Carolina, 29615, or at such other place as they may have their office. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon. Upon approval by the Committee, the construction may be commenced. Should the applicant request the same, the Committee will approve the construction by a written permit.

3.6 Declarant Exemption. So long as Declarant is a Class B Member, the Architectural Committee shall have no authority, power or jurisdiction over Lots owned by Declarant, and the provisions of this Article shall not apply to Lots owned by Declarant until such time as Declarant conveys title to the Lot to a third party purchaser thereof. Upon termination of the Declarant's Class B status, Declarant does not have to gain approvals from the Architectural Committee so long as Declarant follows the general development plan in existence prior to the termination of Declarant's Class B status. This Section 3.6 shall not be amended without Declarant's written consent set forth on the amendment.

## ARTICLE IV

WAIVER OF SETBACKS, LOCATION AND SIZE OF  
IMPROVEMENTS ON LOTS

The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by majority vote of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved such as topography, the shape of any platted lot or the setback lines as shown in the recorded plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. The waiver, approval or ratification by the Architectural Committee in accordance with terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

## ARTICLE V

## AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 Reservation. The Developer reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

5.2 Additional Covenants. No property owner, without the prior written approval of the Developer, may impose additional covenants or restrictions on any part of the Real Property shown on the Plat of Morning Mist Farm Subdivision.

## TERMS AND ENFORCEABILITY

6.1 Enforcement. If the Developer or its successors, heirs and assigns, any lot owner in said subdivision, or any one else, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Morning Mist Farm Subdivision as shown on the Plat to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing, or to recover damages and other dues for such violation. Invalidation of any one or more of these covenants by a judgement or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

6.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring such loan, the Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan. Any such amendment must be with the consent and approval of such agency and must be properly recorded.

6.3 Term of Covenants. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be properly recorded.

## ARTICLE VII

## DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants.

7.2 Lot. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 2.1 above.

7.3 Plat. The term "plat" shall mean and refer to the recorded plat of Morning Mist Farm Subdivision made by Freeland & Associates, Inc., in accordance with the date and book and page or recording in the R.M.C. Office for Greenville County, South Carolina, as set forth in Paragraph 1. 1 above.

7.4 Developer. The term "Developer" shall mean and refer to West Georgia Acreage Partnership, a South Carolina Partnership, the present owner and developer of Morning Mist Farm Subdivision or any successor in interest to said corporation in the development of the Real Property.

7.5 Architectural Committee. The term "Architectural Committee" shall mean and refer to the Committee established under terms of Paragraph 3.1 et. seq. of Article III.

7.6 Homeowners Association. The term "Homeowners Association" shall mean and refer to the Homeowners Association duly and lawfully established under the laws of the State of South Carolina.

7.7 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Morning Mist Farm Subdivision as now or hereinafter amended, modified, and extended to include additional properties.

7.8 Paragraph Headings. All "Paragraph Headings" appearing under each numbered Article or to the right of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as part thereof.

## ARTICLE VIII

### MAINTENANCE CHARGES

8.1 Annual Maintenance Charge or Assessment. All the numbered lots on the recorded plat shall be subject to an annual maintenance charge or assessment at the rate not to exceed Two Hundred and No/100ths (\$200.00) Dollars. The first assessment shall be due and payable on the January 1<sup>st</sup> next following the date a deed is delivered to the Purchaser of a lot, and the home on said lot is occupied, and thereafter shall be due and payable in advance on each and every succeeding January 1<sup>st</sup>.

This assessment shall not apply to any lot so long as it is wholly or partially owned by West Georgia Acreage Partnership, a South Carolina Partnership or its successors or assigns.

The maximum assessment of \$200.00 herein provided shall remain effective for a period of one year after the date these Covenants are executed. Thereafter, the assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Developer. Upon creation of the Morning Mist Farm Homeowners

SEE  
AMENDMENT

Association, Inc., the Developer will no longer have the right to increase, decrease, or discontinue any assessment.

8.2 Use of Funds. All sums payable as set forth above shall be payable to the Developer until a Homeowners Association is formally organized upon which all sums shall be payable to the Morning Mist Farm Homeowners Association and all funds used for the purposes of this paragraph. The amount so paid shall be administered by the Developer and/or the Officers of said association and may be used for the functions hereinafter set forth, and it is expressly stipulated that the Developer and/or Homeowners Association is empowered to perform any or all of said functions but that it is under no duty to perform or discontinue to perform at any time any of said functions; to wit:

- (a) For the payment of the necessary expenses for the operation of said association;
- (b) For improving, cleaning and maintaining the streets and parks, if any, within the community;
- (c) For the maintenance of any recreational facilities and common areas for the specific benefit of the property owners of Morning Mist Farm Subdivision including additional sections or phases of Morning Mist Farm or other adjoining property that may be developed;
- (d) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the developers or officers of the association for keeping such property neat and in good order for the general benefit of all the property owners within the community;
- (e) For any expenses incident to the enforcement of these protective covenants;
- (f) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any common parks or other common areas which may be established for the benefit of the property owners in the subdivision or other adjoining property that may be developed;
- (g) Street and entrance lighting and street rights-of-way;
- (h) For such other purposes as in the opinion of the developers or officers of the association may be necessary for the general benefit of the property owners in the subdivision.

8.3 Membership. Morning Mist Farm Homeowners Association, Inc. will be a non-profit corporation organized by the undersigned. The membership will consist of the owners of lots in Morning Mist Farm Subdivision according to the plat hereinabove described together

with any owners of lots of any additional subdivision of lots of adjoining property which is subject to these Restrictive Covenants. There shall be one vote for each lot whether owned singly or as tenants in common. Said corporation shall be formed at the discretion of the Developer after Developer has been satisfied that a substantial enough number of homes have been completed in said subdivision to properly support a homeowners association. The association shall be responsible for paying the operating costs of the streetlights above the costs paid by the public authorities.

8.4 Rights of Association Agents or Employees. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

8.5 Beautification. The Association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

8.6 Lien and Enforcement Rights. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall run with the land and be binding upon the Grantee and his successors and assigns. The Association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges. The Association will also have the right to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

8.7 Lien Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage.

8.8 Lien Limitations. The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgage Lender of any sums secured by a properly recorded Mortgage to the end and intent that the lien of such mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Lien Instrument or by deed in lieu of foreclosure, and nothing herein given to enforce the collection of such charges accruing after sale under foreclosure of such Mortgage or acquisition of title by deed in lieu of foreclosure.

(b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the office of the Clerk of Court of Greenville County. As to subsequent bona fide purchasers for value the lien herein reserved for charges due and payable provided, however, that nothing herein



contained shall affect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bona fide purchaser for value.

(c) The lien herein created shall be subordinated to the lien of labors, contractors, or material men furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

8.9 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

8.10 Notice and Quorum for any Action Authorized Under Sections 8.1 and 8.9. Written notice of any meeting called for the purpose of taking any action authorized under Sections 8.1 or 8.9 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE IX

### MISCELLANEOUS

9.1 House/Mailbox Numbers. Names or numbers painted on mailboxes and/or any other house numbers will be appointed in professional manner. The Architectural Committee will require a uniform post office box or mail receptacle in accordance with such size and design as shall be required and provided by the Architectural Committee.

9.2 Stream and/or Creek Maintenance. The owner of the Real Property which adjoins or abuts a stream and/or creek shall keep his property trimmed, cut, and properly maintained so as to present a pleasing appearance, maintain the property contour of the stream and prevent erosion. No trash, garbage, sewage wastewater (other than surface water), rubbish, debris, ashes, or other refuse shall be deposited in the stream.

9.3 Garbage Containers. All garbage containers shall be placed in an inconspicuous place screened from view and kept in a neat manner.

9.4 Obligation to Construct. The developers require that lot owners must either build a house upon their lot or sell to an individual whose intent is to build a house within three years of purchase of lot. If owner elects to sell to an individual, then that individual who purchases must begin construction of a house within one year from the date of purchase. This provision will not apply, however, to the owner of a home who purchases an adjoining lot without the intention of ever building on the adjoining lot.

9.5 Declarant Office and/or Sales Model. Nothing herein contained shall be construed to prevent West Georgia Acreage Partnership, its successors and assigns, as Developer, from maintaining temporary offices or a temporary storage building or storage area in any lot while the subdivision is in the process of being developed. The Declarant or his agent may build and use model units for sales purposes in any numbered lot.

9.6 Reservation of Easement for Future Development. The Declarant hereby reserves unto itself, and its successors and assigns, an easement over the streets, roadways, parking areas, and common area as may be necessary for the purpose of constructing and maintaining improvements and related utilities upon the property reserved by Declarant for future development. The foregoing easement shall include, but not be limited to the right to enter upon the affected property for the purpose of constructing residences, installing all necessary utilities and related improvements together with the right to thereafter maintain such utilities over the property as installed.

9.7 FHA/VA Approval. As long as there is Class B Membership, the following actions require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

## ARTICLE X

### LIMITATION OF LIABILITY

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the Architectural Committee, and such property owner may act in conformance with the decision(s) of the Architectural Committee affecting his property made upon his request to the Architectural Committee as prescribed herein, unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the Developer and/or the Architectural Committee, including Supplemental Declarations of Covenants, shall also be presumed to be in conformity with this Declaration of Covenants and its scheme and design.

Association, Inc., with full privileges therein subject to the payment of such dues and assessments as shall be set by that Association and its rules and regulations. The Developer shall not be responsible for paying dues or assessments on unsold lots. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners of a lot which is subject to assessment, not including the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) on December 31, 2015; or

(c) at any time prior to (a) at the sole discretion of the Developer.

11.3 Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Homeowners' Association, this right to enjoyment to the Common Area facilities to the members of his family, his tenants and their guests.

11.4 Total or Partial Destruction of Improvements. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, the owners of 75% of the Lots elect to rebuild.

ARTICLE XII

ADDITIONAL PHASES

12.1 Additional Property. The Declarant at this time intends to subdivide and develop additional property adjoining Morning Mist Farm Subdivision. All additional subdivisions shall be adjacent to the property herein described or to other phases of Morning Mist Farm. The Declarant and its successors or assigns reserves the right, in its sole discretion to impose these or similar restrictions in such additional subdivisions.

12.2 Membership Rights for Additional Property. If such additional property is developed, and if the Declarant or its successors or assigns impose those or similar restrictions, the lot owners in such additional phases of Morning Mist Farm or other subdivisions to be developed by Declarant, its successors or assigns, on adjoining property shall automatically be eligible for membership in the Morning Mist Farm Homeowners Association, Inc., and upon payment of dues shall have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities. All members of the Association shall be subject to the terms and conditions of applicable restrictive covenants, charter and by-laws of the association and reasonable rules and regulations promulgated by the Board of Directors of the Homeowners' Association.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

AMENDMENT OF RESTRICTIVE AND PROTECTIVE COVENANTS GOVERNING MORNING MIST FARM SUBDIVISION PHASE ONE, SECTION 1 AND PHASE ONE, SECTION 2.

The following shall act as an Amendment to the above referenced Restrictive and Protective Covenants recorded in the RMC Office for Greenville County in Book 1918, Pages 655 through 675.

The introductory paragraph is amended to read:

THIS DECLARATION, made this 1<sup>st</sup> day of August, 2000 by West Georgia Acreage Partnership, a South Carolina Partnership organized and existing under the laws of the State of South Carolina, having its principal place of business in Greenville County, South Carolina, hereinafter referred to as Developer/Declarant.

All the remaining Covenants shall remain in full force and effect.

West Georgia Acreage Partnership,  
a South Carolina Partnership

By: Arthur S. Lazarus  
Arthur S. Lazarus

Michelle B. Rogier  
Witness

Cinchy Paul  
Witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness who, upon being first duly sworn, deposes and says that (s)he saw the within named West Georgia Acreage Partnership, by Arthur S. Lazarus, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof

Michelle B. Rogier

SWORN to before me this 1<sup>st</sup>

day of August, 2000

Pandora N. Balducci  
Notary Public for South Carolina

My Commission Expires: 12/30/2003

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 10:43 AM  
08 02 00 RECORDED IN DEED  
BOOK 1920 PAGE 0453 THRU 0000  
DOC # 2000060868

60868

Judy A. Hill

Being re-recorded to correct plat reference.

BOOK 1933 PAGE 1090  
BOOK 1920 PAGE 452

STATE OF SOUTH CAROLINA )  
  ) RESTRICTIVE AND PROTECTIVE  
  ) COVENANTS FOR MORNING MIST  
COUNTY OF GREENVILLE )  
  ) PHASE 1 SECTION 3.

2000 AUG -2 A 10: 43

The plat of Phase 1, Section 3 of Morning Mist Farm is recorded in the RMC office for Greenville County, South Carolina in Plat Book 00 at Page 244. All numbered lots of Phase 1, Section 3 as recorded aforesaid are hereby made subject to the Declaration of Restrictive and Protective Covenants governing Morning Mist Farm Subdivision Phase One Section 1 and Phase One Section 2, Recorded July 17, 2000 in the RMC office for Greenville County, South Carolina in Book 1918 at Page 655, et. seq., reference to which is hereby craved.

Executed and delivered this 1<sup>st</sup> day of August, 2000

West Georgia Acreage Partnership, L.L.P.

Michelle R. Rogier  
Witness

By: Arthur S. Lazarus

[Signature]  
Witness

FILED  
GREENVILLE, SC  
2000 NOV 27 A 11: 21  
JUDY G. HIX  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA )  
  ) PROBATE  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness who, upon being first duly sworn, deposes and says that (s)he saw the within named **West Georgia Acreage Partnership**, by Arthur S. Lazarus, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof

Michelle R. Rogier

SWORN to before me this 1<sup>st</sup>  
day of August, 2000.

Pandora N. Balder  
Notary Public for South Carolina  
My Commission Expires: 12/30/2003

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 11:21 AM  
11 27 00 RECORDED IN DEED  
BOOK 1933 PAGE 1090 THRU 0000  
DOC # 2000092860

60869

Judy A. Hix

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 10:43 AM  
08 02 00 RECORDED IN DEED  
BOOK 1920 PAGE 0452 THRU 0000  
DOC # 2000060869

92860

Judy A. Hix





STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR MORNING MIST  
FARM, PHASE TWO 2001 OCT -9 1:3:06

The plat for Phase Two of Morning Mist Farm is recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 448 at Page 27. The property described on Exhibit A attached hereto is hereby made subject to the Declaration of Restrictive and Protective Covenants Governing Morning Mist Farm Subdivision Phase One, Section 1 and Phase One, Section 2, recorded July 17, 2000 in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 1918 at Page 655, et. seq., reference to which is hereby craved.

Executed and delivered this 5<sup>th</sup> day of October, 2001.

IN THE PRESENCE OF:

WEST GEORGIA ACREAGE PARTNERSHIP,  
L.L.P.

BY: LAZARUS DEVELOPMENT  
CORPORATION

By: Arthur S. Lazarus

Georgia Atkey  
Witness  
AS  
Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of October, 2001 by the within named Arthur S. Lazarus as and for his its act and deed.

AS  
Notary Public for South Carolina  
My Commission Expires: 3/31/08

91225

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as **58.51 Acres**, more or less, on plat entitled **MORNING MIST FARM PHASE TWO**, dated August 22, 2001, prepared by Freeland & Associates, Inc. and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 445 at Page 27, reference to said plat being craved for a complete metes and bounds description.

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 03:06 PM  
10 09 01 RECORDED IN DEED  
BOOK 1970 PAGE 0443 THRU 0444  
DOC # 2001091225

*Judy A. Hix*

FILED  
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
JUDY C. HIX  
REGISTER OF DEEDS  
10:14  
SECOND AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
MORNING MIST FARM SUBDIVISION

RECORDED 12-19-03  
2:03PM

This Second Amendment to the Covenants referenced herein is made this 19<sup>th</sup> day of December, 2003, by West Georgia Acreage Partnership, L.L.P., a South Carolina limited liability partnership (the "Developer"), the developer of Morning Mist Farm subdivision (the "Subdivision").

WITNESSETH:

WHEREAS, the properties constituting Morning Mist Farm subdivision are subject to those certain covenants and restrictions dated and recorded on July 17, 2000 in Deed Book 1918 at Page 655 in the ROD Office for Greenville County, as amended by Amendment of Restrictive Covenants Governing Morning Mist Farm subdivision, Phase One, Section 3 recorded on August 2, 2000 at the Greenville County Register of Deeds at Book 1920, Page 452, further amended by Phase 1, Section 4 recorded on July 9, 2001 at the Greenville County Register of Deeds at Book 1959, Page 19, and further amended by and Phase Two recorded on October 9, 2001 at the Greenville County Register of Deeds at Book 1970, Page 443 (collectively referred to as the "Covenants");

WHEREAS, pursuant to Article V, Section 5.1 of the Covenants, the Developer wishes to amend Article VIII, Section 8.1 of the Covenants to provide that the annual assessment be paid pro rata initially by the property owner at closing; and

WHEREAS, pursuant to Article V, Section 5.1 of the Covenants, the Developer also wishes to amend Article VIII, Section 8.10 of the Covenants to permit the Board of Directors of Morning Mist Farms Homeowners Association, Inc. to, once a year, increase the assessments set forth in Paragraph 8.1 by an amount not to exceed fifteen percent (15%) while waiving the notice and meeting requirements set forth in Paragraph 8.10.

NOW, THEREFORE, the Developer does hereby amend the Covenants as follows:

- 1. Article VIII, Paragraph 8.1 of the Covenants is stricken and shall be replaced by the following:

"Annual Maintenance Charge or Assessment. All the numbered lots on the recorded plat shall be subject to an annual maintenance charge or assessment at the rate not to exceed Two Hundred and No/100ths (\$200.00) Dollars. The first assessment shall be due and payable at closing on the date a deed is delivered to the Purchaser of a lot, pro rated for that year, and thereafter shall be due and payable in advance on each January 1<sup>st</sup>."

- 2. Article VIII, Paragraph 8.10 of the Covenants is stricken and shall be replaced by the following:

"Notice and Quorum for any Action Authorized Under Sections 8.1 and 8.9. Written notice of any meeting called for the purpose of taking any action authorized under Sections 8.1 or 8.9 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

"However, notwithstanding the foregoing, the Board of Directors of the Association shall have the power, once a year, to increase, by an amount not to exceed fifteen percent (15%), the assessment set forth in Paragraph 8.1 herein without the notice or meeting requirements set forth in this paragraph."

- 3. All other portions of the Covenants not specifically amended herein shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19<sup>th</sup> day of December, 2003.

WITNESSES:

DEVELOPER:

WEST GEORGIA ACREAGE PARTNERSHIP, L.L.P.

Cindy Sparks  
Lepitha A. McDowell

BY: [Signature]  
Arthur Lazarus  
ITS: [Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2003 by Arthur Lazarus as agent for the within named West Georgia Acreage Partnership, L.L.P. as and for its act and deed,

Pandora D. Balducci  
Notary Public for South Carolina  
My Commission Expires: 12/30/03

..ODMA\FCDOS\GREENVILLE\176811

FILED FOR RECORD IN GREENVILLE  
COUNTY SC F.O.D. OFFICE AT 10:14 AM  
12 30 03 RECORDED IN DEED  
BOOK 2069 PAGE 0291 THRU 0293  
DOC # 2003148376

Judy B. Hill

BYLAWS OF  
MORNING MIST FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Morning Mist Farm Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall initially be located at 8590 Pelham Road, Greenville, South Carolina 29615, but meetings of members and directors may be held at such place within the State of South Carolina, County of Greenville, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Morning Mist Farm Homeowners Association, Inc.. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictive Covenants, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to West Georgia Acreage Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Restrictive Covenants applicable to the Properties recorded in the Office of the R.M.C. for Greenville County, South Carolina.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. All meetings of Members shall be conducted according to the most current edition of Robert's Rules of Order.

Section 2. Special meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association not later than noon on the day of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

## ARTICLE IV

### TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association. Provided, however, that the initial Board of Directors shall consist of three (3) directors who shall manage the affairs of the Association until the first annual meeting actually held.

Section 2. Term of Office. At the first annual meeting the Members shall elect five (5) directors for a term of one (1) year.

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.



The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

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

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment and any other assessment permitted by the Declaration against each Lot;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area and the exterior of the residences to be maintained.

Section 3. Indemnity. The Association shall indemnify any Director or officer or former Director or officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Director or officer, except in relation to matters as to which he shall be

adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 2. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, 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 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 3 of this Article.

Section 7. Duties. The duties of the officers are as follows:

#### President

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

#### Vice-President

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

### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

### Treasurer

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

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Committee (or the Board shall serve as such committee), as provided with greater specificity in the Declaration. The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest

from the due date at the highest legal rate allowed per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Morning Mist Farm Homeowners Association, Inc.

## ARTICLE XIII

### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments to these Bylaws, or amendments to the Articles, while there is Class B Membership.

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

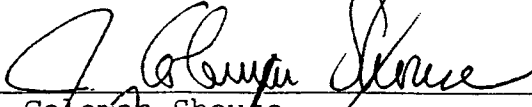
## ARTICLE XIV

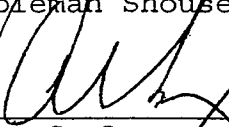
### MISCELLANEOUS

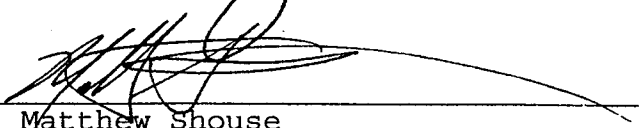
Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Rules regarding the rights and obligations of Members, as well as rules regarding the Association, are stated in the Declaration, which Declaration is hereby incorporated by reference and by such act the Declaration, as it may be amended from time to time, is expressly made a part of these Bylaws.

IN WITNESS WHEREOF, we, being all of the directors of Morning  
Mist Farm Homeowners Association, Inc. have hereunto set our  
hands and seals this 28th day of November, 2000.

  
\_\_\_\_\_  
J. Coleman Shouse

  
\_\_\_\_\_  
Arthur S. Lazarus

  
\_\_\_\_\_  
J. Matthew Shouse