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BOOK 935 PAGE 0072

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
COVENANTS AND RESTRICTIONS  
TO RUN WITH THE LAND

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OCCONEE COUNTY FOR  
STATE TAX \_\_\_\_\_ THE MOORINGS SUBDIVISION  
COUNTY TAX \_\_\_\_\_

EXEMPT W ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to any person, corporation or other legal entity, who holds a fee simple title to any Lot. Fee simple title shall include, but not be limited to, title obtained through contracted sale, sheriff's sale, tax sale, sale by the direction of a bankruptcy trustee, devise and descent, or gift, but shall exclude those having an interest merely as security for the performance of an obligation.

Section 2. "Development" shall mean and refer to that real property known and described as "The Moorings Subdivision" owned on the date of this Declaration by DAY & DAY, L.L.P. and being a part of that property shown by a plat filed with the records of Oconee County, South Carolina in Plat Book A484 at Page 10.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Development, together with improvements thereon, with the exception of the General Common Elements, upon which a residence has been or may be constructed.

Section 4. "Declarant" or "Developer" shall mean and refer to DAY & DAY, L.L.P. or any person or entity who succeeds to the title of Declarant to any portion of the Development by sale or assignment of all of the interests of the Declarant in the Development, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof. Any such person

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Recorded this 16 day of Sept 1997  
Book 935 Page 0072  
Fee R.F. Williams  
Attest: Oconee County, S.C.

OCCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT W

or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration.

Section 5. "General Common Elements" mean and include:

- a. The gardens, trails, roads, drives, boat ramp, beach at the boat ramp, surrounding land, and the improvements constructed on the common property which exists or which may be constructed on the common property.
- b. All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.
- c. Parking areas and outside walkways that are not located on any Lot or which are located on a Lot where The Moorings Property Owners Association has an easement.

ARTICLE II

Architectural Control

Section 1. Approval Required. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by Developer in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Developer<sup>1</sup>. No change shall be made in the color, stain, or painting of any structure or any exterior part or component thereof unless approved. In general, set back and side line restrictions shall be observed, but the individual situations and the adjoining use shall be considered in approving the location of any structure upon a Lot.

Section 2. When Approval Deemed Granted. In the event the Developer or its designee shall fail to approve or disapprove such design or location within thirty (30) days after said plans and

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<sup>1</sup> Or by an architectural committee appointed by the Developer, which committee may be made up of Lot Owners, and/or the design architect selected by the Developer or others selected by the Developer.

specifications have been submitted to it, approval shall be deemed granted, and this Article will be deemed to have been fully satisfied, provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Developer or its designee shall be expected to base its decision.

Section 3. Right to Inspect. Developer or its designee shall have the right, at its election, to enter upon any Lot during the construction, erection, or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in good workmanlike manner, utilizing methods and good quality materials.

ARTICLE III

Use Restrictions

Section 1. Use of property. The Development shall be for the following uses and subject to the following restrictions:

- a. Lots shall be used only for private single family detached dwellings and amenities, provided, however, that nothing in these covenants shall prevent Declarant from using any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential dwelling with auxiliary amenities, such as swimming pool, a detached garage, a storage building and other structures, provided, however, that any auxiliary building shall be constructed with the same materials as used in the residence and provided that the location and design of such facilities are approved by the Developer.
- b. Nothing shall be kept and no activity shall be carried on in any building or residence which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything, or cause or allow anything to be done or kept, in his residence which will result in the cancellation of insurance on any portion of

the Development, or any contents thereof, or which will be in violation of any law, ordinance or regulation.

- c. No patently offensive or unlawful use shall be made of the Development, or any part of it, and all laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed.
- d. No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except that Declarant or its agent may use any unsold residence for sale or display purposes.

Section 2. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon the Development, nor shall anything be done which is or may be or become a nuisance or annoyance to residents within the Development.

Section 3. Animals. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any dwelling except household pets and horses. Other than horses, no pets may be kept or housed outside the dwelling unit. No pen, enclosure, or structure shall be constructed on the premises for the purpose of keeping or maintaining animals of any kind other than horses.

Section 4. Fowls. No ducks, geese, or any other bird of comparable size shall be fed or encouraged in any manner to come to any Lot or to any General Common Elements.

Section 5. Outside Antennas. No outside radio or television antennas shall be erected on the Development, or dwelling units within the Development unless and until permission for the same has been granted by the Developer or architectural committee as defined in Article II, Section 1.

Section 6. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on the Development.

Section 7. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament,

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without, in every such case, unanimous consent of all other Owners affected being first obtained.

Section 8. Noise. No radios or record players or other music or noise making machines may be used on any lot that can be heard on an adjoining Lot. Barking dogs shall not be permitted. Any dog which barks more than five minutes at any one time or more than 15 minutes in any twenty four period shall be banned from the Development. Any owner who keeps a dog who has violated this section agrees that an injunction in a court of equity may be obtained.

Section 9. View - Maintenance of Lots. Developer reserves the right to designate one or more "view areas" that shall be unobstructed views. Lot Owners shall not permit brush, vines, weeds or other vegetation to block the view of other any Lot Owner within such designated view areas. Developer and/or the Architectural Committee shall have the right to require any Lot Owner to cut and remove any brush, vines, or other vegetation growing in the designated areas. If an Owner shall fail or refuse to comply with the request of the Developer and/or Architectural Committee, Developer or Committee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the offending and the Owner of the offending Lot shall be liable for all costs of the removal.

Section 10. Requirements and Minimums. Plans for houses shall not be approved unless they contain a closed garage and a minimum of 1,400 square feet of heated space.

Section 11. Amendments. Developer may make changes or amendments to the Site Plan or Covenants in order to carry out the general purpose and intent of the overall plan and design, including varying lot lines, set-back lines, easements and other changes.

ARTICLE IV

Easements

Section 1. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as

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shown on the recorded plat for use by the Declarant, utility companies, and public agencies in connection with this Development, including any portion of the property described by this Declaration. A twenty (20') foot utility easement is reserved along all property lines, including along lot lines, for the installation and maintenance of utilities, and as access to other property or adjoining lots, for the installation of drainage lines and ditches necessary to drain the surface water in the subdivision or naturally flowing onto the subdivision, for the clearing of unsightly brush, weeds, or other unsightly plant growth, for the curing of unsightly conditions as may exist or develop such as ditches, and for such other purpose as will be for the general good of the Development within the subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain that may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the Development shall be subject to a nonexclusive easement in favor of Declarant for construction of improvements on the Development.

Section 2. View Areas. Developer reserves an easement of the "view areas" for the purpose of cutting and removing vegetation growth as described in Article III, Section 9.

Section 3. Encroachments. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of said Lot to the original Owner for the purpose of correcting any problems that may arise regarding grading and other drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots or as near the original condition as practicable.

ARTICLE V

Use of the Common Property

Section 1. It is anticipated that the common property shall consist of the boat ramp and surrounding area.

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- a. No dogs, or other domesticated animals shall be allowed on the property except on a leash. The owner of such animal shall be required to clean up any manure deposited on this area.
- b. No radio, tape player or other instrument shall be played on the property except with the consent of all lot owners.
- c. No activity shall be carried on which shall in any manner constitute a nuisance.
- d. The area shall be restricted to use by Lot Owners and their guests who may use the facilities on an infrequent basis in the company of a Lot Owner. By way of an example, a Lot Owner may be accompanied from time to time by a resident of an adjoining subdivision; but not every day and the resident of the adjoining subdivision may not make use of the property in the absence of a Lot Owner of the subdivision.

ARTICLE VI

General Provisions

Section 1. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Development or any portion thereof shall be subject to the provisions hereof.

Section 2. Enforcement. The Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of the Declarations. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event there is a violation of the restrictions and it is necessary to bring an action in law or equity for the correction and enforcement, the person who brings the action shall be entitled to recover the cost of the action, including reasonable attorney's fees and such cost and attorney's fees shall constitute a lien against the offending Lot.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90%) per cent of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five (75%) per cent of the Lots. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

ARTICLE VII

The Moorings Property Owners Association

Section 1. Prior to the date of recording of the within instrument, there has been formed, "The Moorings Property Owners Association", ("Association") which shall be the governing body for all of the Lot Owners with respect to the administration, maintenance, repair and replacement of the common property. The Board of Directors of the Association shall be the form of administration of the Association and of the Development. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of The Moorings Property Owners Association. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit A and by reference incorporated herein as if fully set forth herein.

Section 2. The Administration of the Development, and the powers and duties coincident thereto, may be delegated by the Association to a Manager, which Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine. The Manager may be a Lot Owner of The Moorings Subdivision.

Section 3. Each Lot Owner shall automatically become and be

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a member of the Association so long as he continues as a Lot Owner. Upon the termination of the interest of a Lot Owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Lot Owner succeeding him in interest.

Section 4. The aggregate number of shares of stock in the Association shall be one hundred (100), which shall be divided, as will the votes relating thereto, among the Lot Owners in equal shares. It shall not be necessary to issue certificates of stock as evidence of ownership.

IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed these COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 30<sup>th</sup> day of August, 1997.

Witnesses:

*Jessie Marie Day*  
*James E. Day*

DAY & DAY, L.L.P.

*David R. Day*  
David R. Day

*Mary E. Day*  
Mary E. Day

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STATE OF NORTH CAROLINA

PROBATE

COUNTY OF Buncombe

Personally appeared the undersigned witness and made oath that (s)he saw the within DAY & DAY, L.L.P., by its partners, sign, seal and as its act and deed, deliver the within written COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

James M. Day

Sworn to before me  
this 30th day of August, 1997.

Shelia K. Alton  
Notary Public for North Carolina

My Commission expires: 3/23/2000

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EXHIBIT A  
BY-LAWS OF  
THE MOORINGS PROPERTY OWNERS ASSOCIATION

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CLERK OF COURT  
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ARTICLE I

Name and Location

The name of this Association is The Moorings Property Owners Association. Its principal office is located in Oconee County, South Carolina.

ARTICLE II

Purpose

The purpose of this Association is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of that certain property which is common property of the Lot Owners of The Moorings Subdivision.

ARTICLE III

Membership

Section 1. Members. The members shall consist of all of the Owners of that property located in Seneca, Oconee County, South Carolina, known as The Moorings Subdivision.

Section 2. Transfer. Except as provided herein membership shall not be transferable. The membership of each Lot Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, and thereupon the membership shall automatically transfer to and be vested in the new Owner succeeding to such ownership interest.

ARTICLE IV

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Members' Meetings

Section 1. Annual Meeting. The annual members' meeting shall, except as set forth in Section 8 of this Article, be held at a suitable place at nine o'clock a.m. on the first Saturday of June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 2. Special Meetings. Special members' meetings shall be held whenever called by the President and Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

Section 3. Notice. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meeting.

Section 4. Quorum. A quorum at members' meetings shall consist of seven (7) Lot Owners. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5. Voting. Each Lot Owner shall have one vote.

Section 6. Majority. The vote of the majority of the ownership interests present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted upon by the members,

Section 7. Proxies. Votes may be cast in person or by

proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

Section 8. Meetings Prior to Completion of Project. Until Developer has completed and sold all of the Lots from time to time constituting The Moorings Subdivision or until the Developer elects to terminate its control of the Development, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

ARTICLE V

Board of Directors

Section 1. Function. The affairs of this Association shall be managed by a Board of three (3) Directors elected by the members at their annual meeting, who shall hold office for one (1) year and until their successors are elected and qualified. After completion of the project, each member of the Board of Directors shall be either the Lot Owner, have an interest therein, or in the event of corporate ownership, be a designated agent of the corporation.

Section 2. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3. Removal. Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Initial Directors. Until the Developer has completed and sold all of the Lots, or until the Developer elects to terminate his control of the Development, whichever shall first occur, the initial Board of Directors of Association, which shall be appointed by the Developer, shall serve, and in the event of vacancies the remaining Directors shall fill the vacancies, and if

there are no remaining Directors, the vacancies shall be filled by the Developer.

Section 5. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or fax at least three (3) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or fax at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 9. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At and adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director

for the purpose of determining a quorum.

ARTICLE VI

Powers and Duties of the Board of Directors

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration or by these By-Laws directed to be exercised and done by the Owners.

Section 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and surveillance of the project and the common areas and facilities.
- b. Collection of assessments from the Owners.
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

Section 3. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified or amplified by the majority of Owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

ARTICLE VII

Officers

Section 1. Positions. The principal officers of the

association shall be a President, and a Vice-President-Secretary-Treasurer, who shall be appointed by and from the Board of Directors.

Section 2. Appointments. The officers of the Association shall be appointed annually by the Board of Directors at the organizational meeting of each new Board and shall hold office for one (1) year and until their successors are appointed and qualified.

Section 3. Removal. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such duties as are from time to time assigned to him by the President or Board of Directors.

Section 6. Secretary. The Secretary shall:

- a. Keep the minutes of the proceedings of the Members' Meetings and of the Board of Directors in one or more books provided for that purpose.
- b. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.



- c. Be custodian of the records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized.
- d. In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall:

- a. Have charge and custody of and be responsible for all funds, books and accounts of the Association.
- b. Have charge and be responsible for the collection of assessments as set forth in Article VIII of these By-Laws.
- c. In general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 8. Salaries. Although it is intended that the officers of the Association generally serve without pay, the Board of Directors may fix salaries for such officers in such amounts as in its discretion it may from time to time determine. In such event, no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Association.

ARTICLE VIII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year,

except the first fiscal year of the Association shall begin at the date of organization.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principals and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3. Assessments. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- a. Management and administration expenses.
- b. The estimated cost of repairs, maintenance and replacements of General Common Elements.
- c. The cost of such utilities as may be furnished by the Association.
- d. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements.
- e. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.
- f. Within ninety (90) days before the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses and membership assessments, and copies of such budget shall be furnished to each member.
- g. On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment

one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. At the discretion of the Board of Directors, such payments may be made in quarterly or annual installments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the General Common Elements.

- h. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.
- 1. If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in this instrument or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments.
- j. Upon the sale or conveyance of a Lot, all unpaid assessments against a Lot Owner for his pro-rated share of the expenses as referred to in these By-Laws shall first be paid out of the sales price or by the acquired in preference over any other assessments or charges of whatever nature except for unpaid taxes or liens payable under mortgage instruments.

Section 4. Revised Assessments. If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Developer's Assessments. With respect to any

Lots which have not been sold by the Developer and which the Developer continues to own, the Developer shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the property over and above such amounts as have been established by the Board of Directors as the assessments with respect to all other Lots; provided that in no event shall the Developer be required to pay an amount in excess of the aggregate of the assessments established with respect to those Lots owned by the Developer.

ARTICLE IX

Rules and Regulations

In order to assure the peaceful and orderly use and enjoyment of the General Common Elements, the Association may from time to time adopt, modify and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the General Common Elements constitutes fifty-one (51%) per cent, at any meeting duly called for the purpose, such reasonable rules and regulations governing the conduct of persons on the property as it may deem necessary. Such rules and regulations upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Lot Owner and shall be binding upon all members of the Association and occupants of the property.

ARTICLE X

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with the By-Laws and Statutes of South Carolina.

ARTICLE XI

Dissolution

Section 1. In the event of dissolution, the residual assets of this organization will be turned over to one or more

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organizations which themselves are exempt from Federal Income Tax as organizations described in Section 501 (c) (4) of the Internal Revenue Code or the corresponding provisions of any prior or future Internal Revenue Code.

Section 2. Notwithstanding any other provision of these By-Laws, Association shall not carry on any other activities not permitted to be carried on by the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

#### ARTICLE XII

##### Amendments

These By-Laws may be amended or modified at any time, or from time to time, by the action or approval of fifty-one (51%) per cent of the ownership interest in the General Common Elements, except the By-Laws affecting the rights or interest of the Developer shall not be amended or modified without the written consent of the Developer. Also, this Article shall not abridge, amend or alter the rights of institutional mortgagees without prior written consent.



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BOOK 942 PAGE 0102

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS

FOR

THE MOORINGS SUBDIVISION

AMENDMENT # 1

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

1997 OCT 28 PM 2:46

OCONEE COUNTY

STATE TAX \_\_\_\_\_

COUNTY TAX \_\_\_\_\_

EXEMPT ✓✓✓

"Covenants and Restrictions" for The Moorings Subdivision were filed with the records of Oconee County in Deed Book 935 at page 72. Declarant now desires to amend the Covenants by striking the Restrictive Covenants in their entirety and substituting the following:

ARTICLE I.

Definitions

Section A. "Owner" shall mean and refer to any person, corporation or other legal entity, who holds a fee simple title to any lot. Fee simple title shall include, but not be limited to, title obtained through contracted sale, sheriff's sale, tax sale, sale by the direction of a bankruptcy trustee, devise and descent, or gift, but shall exclude those having an interest merely as security for the performance of an obligation.

Section B. "Development" shall mean and refer to that real property known and described as "The Moorings Subdivision" owned on the date of this Declaration by DAY & DAY, L.L.P. and being a part of that property shown by a plat filed with the records of Oconee County, South Carolina in Plat Book A484 at Page 10 and Plat Book A520 at Page 9.

Section C. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Development, together with improvements thereon, with the exception of the General Common Elements, upon which a residence has been or may be constructed.

Section D. "Declarant" or "Developer" shall mean and refer to DAY & DAY, L.L.P. or any person or entity who succeeds to the title of Declarant to any portion of the Development by sale or assignment of all of the interests of the Declarant in the Development, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof. Any such person or entity shall be entitled to exercise all rights and powers

The Moorings Subdivision  
Restrictive Covenants  
Page 1

Recorded this 28th day of Oct 1997  
Book 942 Page 0102

Fee  
R. F. Williams  
Auditors Oconee County, S.C.

conferred upon Declarant by this Declaration.

Section E. "General Common Elements" mean and include:

1. The gardens, trails, roads, drives, boat ramp, beach at the boat ramp, surrounding land, and the improvements constructed on the common property which exists or which may be constructed on the common property.
2. All other elements of the property rationally of common use or necessary to its existence, upkeep and safety.
3. Parking areas and outside walkways that are not located on any Lot or which are located on a Lot where The Moorings Property Owners Association has an easement.

ARTICLE II.

Architectural Control

Section A. Approval Required. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved by Developer in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Developer<sup>1</sup>. No change shall be made in the color, stain, or painting of any structure or any exterior part or component thereof unless approved. In general, set back and side line restrictions shall be observed, but the individual situations and the adjoining use shall be considered in approving the location of any structure upon a Lot.

Section B. When Approval Deemed Granted. In the event the Developer or its designee shall fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed granted, and this Article will be deemed to have been fully satisfied, provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Developer or its designee shall be expected to base its decision.

<sup>1</sup> Or by an architectural committee appointed by the Developer, which committee may be made up of Lot Owners, and/or the design architect selected by the Developer or others selected by the Developer.



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Section C. Right to Inspect. Developer or its designee shall have the right, at its election, to enter upon any Lot during the construction, erection, or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in good workmanlike manner, utilizing methods and good quality materials.

ARTICLE III.

Use Restrictions

Section A. Use of property. The Development shall be for the following uses and subject to the following restrictions:

1. Lots shall be used only for private single family detached dwellings and amenities, provided, however, that nothing in these covenants shall prevent Declarant from using any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any lot other than one residential dwelling with auxiliary amenities, such as swimming pool, a detached garage, a storage building and other structures, provided, however, that any auxiliary building shall be constructed with the same materials as used in the residence and provided that the location and design of such facilities are approved by the Developer.
2. Nothing shall be kept and no activity shall be carried on in any building or residence which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything, or cause or allow anything to be done or kept, in his residence which will result in the cancellation of insurance on any portion of the Development, or any contents thereof, or which will be in violation of any law, ordinance or regulation.
3. No patently offensive or unlawful use shall be made of the Development, or any part of it, and all laws, ordinances, and regulations of all governmental agencies having jurisdiction shall be observed.
4. No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Development, except that Declarant or its agent may use any unsold residence for sale or display purposes.

Section B. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon the Development, nor shall anything be done which is or may be or become a nuisance or annoyance to residents within the Development.

Section C. Animals. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any dwelling except as are allowed by these Covenants.

1. Horse(s) are allowed on lots of two or more acres, provided however, that two acre or more is required for each horse. All stalls, barns, and other facilities for horses shall be approved by the Architectural Committee. In no event shall the keeping of a horse on lot(s) as permitted by these Covenants interfere with other lot owners in the Subdivision.
2. Dogs and cats are permitted to be kept, provided however that no more than two (2) dogs and two (2) cats may be kept on any lot. In no event shall barking dogs be permitted and the keeping of dogs and cats on any lot shall not interfere with the use of lots by other owners.
3. Fowls. No ducks, geese, or any other bird of comparable size shall be fed or encouraged in any manner to come to any Lot or to any General Common Elements.

Section D. Outside Antennas. No outside radio or television antennas shall be erected on the Development, or dwelling units within the Development unless and until permission for the same has been granted by the Developer or architectural committee as defined in Article II, Section 1.

Section E. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on the Development, provided however that towels, bathing wear, and beach blankets may be hung on exposed clothes lines.

Section F. Fencing. Chain-link fencing shall be permitted only in the rear yard of any lot.

Section G. Accessory Buildings. Accessory buildings (storage building, barns, detached garages, and other detached buildings) shall be constructed of the same material as the residence and shall be approved by the Architectural Committee.

Section H. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Development, reduce the value thereof, or impair any easement or hereditament, without, in every such case, unanimous consent of all other Owners affected being first obtained.

Section I. View - Maintenance of Lots. Developer reserves the right to designate one or more "view areas" that shall be

unobstructed views. Lot Owners shall not permit brush, vines, weeds or other vegetation to block the view of other any Lot Owner within such designated view areas. Developer and/or the Architectural Committee shall have the right to require any Lot Owner to cut and remove any brush, vines, or other vegetation growing in the designated areas. If an Owner shall fail or refuse to comply with the request of the Developer and/or Architectural Committee, Developer or Committee shall have the right to enter upon the offending Lot for the purpose of removing the obstruction and the offending and the Owner of the offending Lot shall be liable for all costs of the removal.

Section J. Requirements and Minimums. Plans for houses shall not be approved unless they contain a closed garage and a minimum of 1,400 square feet of heated space.

Section K. Setbacks. The following set-backs shall be observed.

1. Interior Lots. No residence shall be constructed within Twenty-five feet of the front property line of a lot; within twenty-five feet of the rear property line of a lot or within ten (10) feet of a side property line of a lot. Accessory buildings shall not be constructed within twenty-five feet of front property line of a lot; within fifteen (15) feet of a rear property line or within five (5) feet of a side property line.

2. Lake Lots. No residence shall be constructed within Twenty-five feet of the front property line of a lot; within fifty feet of the rear property line of a lot or within ten (10) feet of a side property line of a lot. Accessory buildings shall not be constructed within twenty-five feet of front property line of a lot; within fifteen (15) feet of a rear property line or within five (5) feet of a side property line.

Section L. Amendments. Developer may make changes or amendments to the Site Plan or Covenants in order to carry out the general purpose and intent of the overall plan and design, including varying lot lines, set-back lines, easements and other changes.

ARTICLE IV.

Easements

Section A. Reservation. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for use by the Declarant, utility companies, and public agencies in connection with this Development, including any portion of the property described by this Declaration. A twenty (20') foot utility easement is reserved

along all property lines, including along lot lines, for the installation and maintenance of utilities, and as access to other property or adjoining lots, for the installation of drainage lines and ditches necessary to drain the surface water in the subdivision or naturally flowing onto the subdivision, for the clearing of unsightly brush, weeds, or other unsightly plant growth, for the curing of unsightly conditions as may exist or develop such as ditches, and for such other purpose as will be for the general good of the Development within the subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain that may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the Development shall be subject to a nonexclusive easement in favor of Declarant for construction of improvements on the Development.

Section B. View Areas. Developer reserves an easement of the "view areas" for the purpose of cutting and removing vegetation growth as described in Article III, Section 9.

Section C. Encroachments. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of said Lot to the original Owner for the purpose of correcting any problems that may arise regarding grading and other drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots or as near the original condition as practicable.

ARTICLE V.

Use of the Common Property

Section A. It is anticipated that the common property shall consist of the boat ramp and surrounding area.

1. No dogs, or other domesticated animals shall be allowed on the property except on a leash. The owner of such animal shall be required to clean up any manure deposited on this area.
- b. No radio, tape player or other instrument shall be played on the property except with the consent of all lot owners.
- c. No activity shall be carried on which shall in any manner constitute a nuisance.
- d. The area shall be restricted to use by Lot Owners and

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their guests who may use the facilities on an infrequent basis in the company of a Lot Owner. By way of an example, a Lot Owner may be accompanied from time to time by a resident of an adjoining subdivision, but not every day and the resident of the adjoining subdivision may not make use of the property in the absence of a Lot Owner of the subdivision.

ARTICLE VI.

A. Dues. Each lot shall pay the sum of One Hundred Fifty (\$150.00) Dollars per month to the Moorings Property Owners Association ("Association") for maintenance of the common elements and such other use as shall be decided by the Association. The dues may be adjusted annually by the Association at the annual meeting, upon a majority vote of the homeowners voting in person, by mail, or by proxy.

ARTICLE VII.

General Provisions

Section A. Application. All Owners, employees of Owner and tenants or any other persons who may, in any manner, use the Development or any portion thereof shall be subject to the provisions hereof.

Section B. Enforcement. The Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, or reservations, now or hereafter imposed by the provisions of the Declarations. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so. In the event there is a violation of the restrictions and it is necessary to bring an action in law or equity for the correction and enforcement, the person who brings the action shall be entitled to recover the cost of the action, including reasonable attorney's fees and such cost and attorney's fees shall constitute a lien against the offending Lot.

Section C. Severability. Invalidation of any one of these covenants or restrictions, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

Section D. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument

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signed by the Owners of not less than ninety (90%) per cent of the Lots, and thereafter by an instrument signed by Owners of not less than seventy-five (75%) per cent of the Lots. All amendments shall forthwith be recorded in any public office where this Declaration may be recorded and shall be effective upon such recordation.

ARTICLE VIII.

The Moorings Property Owners Association

Section A. Prior to the date of recording of the within instrument, there has been formed, "The Moorings Property Owners Association", ("Association") which shall be the governing body for all of the Lot Owners with respect to the administration, maintenance, repair and replacement of the common property. The Board of Directors of the Association shall be the form of administration of the Association and of the Development. Whenever this instrument shall call for approval, permission or requirement of the Association, it shall mean the Board of Directors of The Moorings Property Owners Association. A copy of the By-Laws of the Association is attached hereto and made a part hereof as Exhibit A and by reference incorporated herein as if fully set forth herein.

Section B. The Administration of the Development, and the powers and duties coincident thereto, may be delegated by the Association to a Manager, which Manager shall be retained by the Association upon such terms and conditions and for such compensation as it may from time to time determine. The Manager may be a Lot Owner of The Moorings Subdivision.

Section C. Each Lot Owner shall automatically become and be a member of the Association so long as he continues as a Lot Owner. Upon the termination of the interest of a Lot Owner, his membership, together with his stock ownership in the Association, shall thereupon automatically terminate and transfer and inure to the new Lot Owner succeeding him in interest.

Section D. The aggregate number of shares of stock in the Association shall be one hundred (100), which shall be divided, as will the votes relating thereto, among the Lot Owners in equal shares. It shall not be necessary to issue certificates of stock as evidence of ownership.

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IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed these AMENDMENT #1 COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 23 day of October, 1997.

Witnesses:

Jean Marie Ray  
(Witness sign above)

DAY & DAY, L.L.P.

David R. Day  
David R. Day

Sheila K. Allison  
(Notary sign above)

Mary E. Day  
Mary E. Day

STATE OF NORTH CAROLINA

PROBATE

COUNTY OF Buncombe

Personally appeared the undersigned witness and made oath that (s)he saw the within DAY & DAY, L.L.P., by its partners, sign, seal and as its act and deed, deliver the within written AMENDMENT #1 COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 23rd day of October, 1997

Jean Marie Ray  
(Witness sign above)

Sheila K. Allison (L.S.)

Notary Public for North Carolina  
My Commission expires: 3/23/2000

(Notary sign above; use seal; give expiration date of commission)

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SALLIE C. SMITH  
CLERK OF COURT  
097 OCT 29 PM 2:46

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SALLIE C. SMITH  
CLERK OF COURT.

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EXHIBIT A

BY-LAWS OF

THE MOORINGS PROPERTY OWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of this Association is The Moorings Property Owners Association. Its principal office is located in Oconee County, South Carolina.

ARTICLE II

Purpose

The purpose of this Association is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of that certain property which is common property of the Lot Owners of The Moorings Subdivision.

ARTICLE III

Membership

Section 1. Members. The members shall consist of all of the Owners of that property located in Seneca, Oconee County, South Carolina, known as The Moorings Subdivision.

Section 2. Transfer. Except as provided herein membership shall not be transferable. The membership of each Lot Owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, and thereupon the membership shall automatically transfer to and be vested in the new Owner succeeding to such ownership interest.

ARTICLE IV

Members' Meetings

Section 1. Annual Meeting. The annual members' meeting shall, except as set forth in Section 8 of this Article, be held at a suitable place at nine o'clock a.m. on the first Saturday of June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

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Section 2. Special Meetings. Special members' meetings shall be held whenever called by the President and Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

Section 3. Notice. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meeting.

Section 4. Quorum. A quorum at members' meetings shall consist of five (5) Lot Owners. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5. Voting. Each Lot Owner shall have one vote.

Section 6. Majority. The vote of the majority of the ownership interests present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted upon by the members.

Section 7. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

Section 8. Meetings Prior to Completion of Project. Until Developer has completed and sold all of the Lots from time to time constituting The Moorings Subdivision or until the Developer elects to terminate its control of the Development, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors.

#### ARTICLE V

##### Board of Directors

Section 1. Function. The affairs of this Association shall be managed by a Board of three (3) Directors elected by the members at their annual meeting, who shall hold office for one (1) year and

until their successors are elected and qualified. After completion of the project, each member of the Board of Directors shall be either the Lot Owner, have an interest therein, or in the event of corporate ownership, be a designated agent of the corporation.

Section 2. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 3. Removal. Any Director elected by the members may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Initial Directors. Until the Developer has completed and sold all of the Lots, or until the Developer elects to terminate his control of the Development, whichever shall first occur, the initial Board of Directors of Association, which shall be appointed by the Developer, shall serve, and in the event of vacancies the remaining Directors shall fill the vacancies, and if there are no remaining Directors, the vacancies shall be filled by the Developer.

Section 5. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or fax at least three (3) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or fax at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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Section 9. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At and adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

#### ARTICLE VI

##### Powers and Duties of the Board of Directors

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration or by these By-Laws directed to be exercised and done by the Owners.

Section 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and surveillance of the project and the common areas and facilities.
- b. Collection of assessments from the Owners.
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

Section 3. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified or amplified by the majority of Owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

ARTICLE VII

Officers

Section 1. Positions. The principal officers of the association shall be a President, and a Vice-President-Secretary-Treasurer, who shall be appointed by and from the Board of Directors.

Section 2. Appointments. The officers of the Association shall be appointed annually by the Board of Directors at the organizational meeting of each new Board and shall hold office for one (1) year and until their successors are appointed and qualified.

Section 3. Removal. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such duties as are from time to time assigned to him by the President or Board of Directors.

Section 6. Secretary. The Secretary shall:

- a. Keep the minutes of the proceedings of the Members' Meetings and of the Board of Directors in one or more books provided for that purpose.
- b. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- c. Be custodian of the records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf

of the Association under its seal is duly authorized.

- d. In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall:

- a. Have charge and custody of and be responsible for all funds, books and accounts of the Association.
- b. Have charge and be responsible for the collection of assessments as set forth in Article VIII of these By-Laws.
- c. In general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 8. Salaries. Although it is intended that the officers of the Association generally serve without pay, the Board of Directors may fix salaries for such officers in such amounts as in its discretion it may from time to time determine. In such event, no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Association.

ARTICLE VIII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except the first fiscal year of the Association shall begin at the date of organization.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principals and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3. Assessments. With respect to each fiscal year,

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the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- a. Management and administration expenses.
- b. The estimated cost of repairs, maintenance and replacements of General Common Elements.
- c. The cost of such utilities as may be furnished by the Association.
- d. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements.
- e. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.
- f. Within ninety (90) days before the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses and membership assessments, and copies of such budget shall be furnished to each member.
- g. On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. At the discretion of the Board of Directors, such payments may be made in quarterly or annual installments. Each member's proportionate share of membership assessments shall be the same as his respective percentage ownership in the General Common Elements.
- h. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.
- i. If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the interest of such member in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in this instrument or these By-Laws, or which

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are otherwise available at law or in equity for the collection of all unpaid assessments.

- j. Upon the sale or conveyance of a Lot, all unpaid assessments against a Lot Owner for his pro-rated share of the expenses as referred to in these By-Laws shall first be paid out of the sales price or by the acquired in preference over any other assessments or charges of whatever nature except for unpaid taxes or liens payable under mortgage instruments.

Section 4. Revised Assessments. If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

Section 5. Developer's Assessments. With respect to any Lots which have not been sold by the Developer and which the Developer continues to own, the Developer shall pay to the Association the aggregate amount of the actual operating expenses from time to time required to be paid with respect to the operation of the property over and above such amounts as have been established by the Board of Directors as the assessments with respect to all other Lots; provided that in no event shall the Developer be required to pay an amount in excess of the aggregate of the assessments established with respect to those Lots owned by the Developer.

ARTICLE IX

Rules and Regulations

In order to assure the peaceful and orderly use and enjoyment of the General Common Elements, the Association may from time to time adopt, modify and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the General Common Elements constitutes fifty-one (51%) per cent, at any meeting duly called for the purpose, such reasonable rules and regulations governing the conduct of persons on the property as it may deem necessary. Such rules and regulations upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Lot Owner and shall be binding upon all members of the Association and occupants of the property.

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ARTICLE X

Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the meetings when not in conflict with the By-Laws and Statutes of South Carolina.

ARTICLE XI

Dissolution

Section 1. In the event of dissolution, the residual assets of this organization will be turned over to one or more organizations which themselves are exempt from Federal Income Tax as organizations described in Section 501 (c) (4) of the Internal Revenue Code or the corresponding provisions of any prior or future Internal Revenue Code.

Section 2. Notwithstanding any other provision of these By-Laws, Association shall not carry on any other activities not permitted to be carried on by the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE XII

Amendments

These By-Laws may be amended or modified at any time, or from time to time, by the action or approval of fifty-one (51%) per cent of the ownership interest in the General Common Elements, except the By-Laws affecting the rights or interest of the Developer shall not be amended or modified without the written consent of the Developer. Also, this Article shall not abridge, amend or alter the rights of institutional mortgagees without prior written consent.



012785

Rose Sum

10:00

BOOK 944 PAGE 0009

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

1997 NOV -7 PM 4:29

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESTRICTIVE COVENANTS

OCONEE COUNTY

FOR

STATE TAX \_\_\_\_\_

THE MOORINGS SUBDIVISION

COUNTY TAX \_\_\_\_\_

AMENDMENT # 2

EXEMPT VVV

"Covenants and Restrictions" for The Moorings Subdivision were filed with the records of Oconee County in Deed Book 935 at page 72. Amendment # 1 was filed with the Records of Oconee County in Deed Book 942 at page 102. Declarant now desires to amend the Covenants by striking ARTICLE VI in its entirety and substituting the following for ARTICLE VI. All remaining Covenants and Restrictions shall remain in full force and effect:

ARTICLE VI.

A. Dues. Each lot shall pay the sum of One Hundred Fifty (\$150.00) Dollars per year to the Moorings Property Owners Association ("Association") for maintenance of the common elements and such other use as shall be decided by the Association. The dues may be adjusted annually by the Association at the annual meeting, upon a majority vote of the homeowners voting in person, by mail, or by proxy.

[the only change effected by the amendment is to change the words "per month" to "per year."]

IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed these AMENDMENT # 2 COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 31st day of October, 1997.

Witnesses:

[Signature]  
(witness sign above)

DAY & DAY, L.L.P.  
[Signature]  
David R. Day

[Signature]  
(Notary sign above)

[Signature]  
Mary E. Day

THIS PROPERTY DESIGNATED AS  
file  
MAP 150 SUB 03 BLK 01 PARC 008

The Moorings Subdivision  
Restrictive Covenants  
Page 1

Recording this 10 day of Nov 1997  
Book 944 Page 1057

ON OCONEE COUNTY TAX MAPS  
[Signature]  
OCONEE COUNTY ASSESSOR

[Signature]  
Auditors Oconee County, S.C.

BOOK 944 PAGE 0010

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within DAY & DAY, L.L.P., by its partners, sign, seal and as its act and deed, deliver the within written AMENDMENT # 2 COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 31st day of October, 1997

[Signature]  
(witness sign above)

[Signature] (L.S.)  
Notary Public for North Carolina  
My Commission expires: 6/20/98

(Notary sign above; use seal; give expiration date of commission)

FILED OCOONEE, SC  
SALUE C. SMITH  
CLERK OF COURT  
097 NOV - 7 PM 4: 29

The Moorings Subdivision  
Restrictive Covenants  
Page 2

BOOK 1034 PAGE 0331

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10.00  
007266

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESTRICTIVE COVENANTS  
FOR  
THE MOORINGS SUBDIVISION  
AMENDMENT # 3

"Covenants and Restrictions" for The Moorings Subdivision were filed with the records of Oconee County in Deed Book 935 at page 72. Amendment # 1 was filed with the Records of Oconee County in Deed Book 942 at page 102. Amendment # 2 was filed with the Records of Oconee County in Deed Book 944 at page 9. Declarant now desires to amend the Covenants by this Amendment # 3 by adding ARTICLE XIII. All remaining Covenants and Restrictions shall remain in full force and effect:

ARTICLE XIII

Each interior lot owner is entitled to one (1) boat parking place (tie space) in the Common Dock area.

IN WITNESS WHEREOF, Declarant, DAY & DAY, L.L.P., by its partners has executed this AMENDMENT # 3 to COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 20<sup>th</sup> day of MAY, 1999.

Witnesses:

[Signature]  
(witness sign above)  
[Signature]  
(Notary sign above)

DAY & DAY, L.L.P.

[Signature]  
David R. Day  
[Signature]  
Mary E. Day

Recorded this 14 day of June 1999  
Book 90 Page 409  
Fee  
[Signature]  
Auditor Oconee County, S.C.

FILED OCONEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
1999 JUN -3 P 4 31

The Moorings Subdivision  
Restrictive Covenants  
Amendment # 3  
Page 1

BOOK 1034 PAGE 0332

STATE OF NORTH CAROLINA

COUNTY OF Buncombe

PROBATE

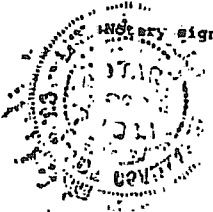
Personally appeared the undersigned witness and made oath that (s)he saw the within DAY & DAY, L.L.P., by its partners, sign, seal and as its act and deed, deliver the within written AMENDMENT # 3 COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision, and, that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 28th day of May, 1999

[Signature]  
(witness sign above)

Linda J. Hooper (L.S.)  
Notary Public for North Carolina  
My Commission expires: 6-28-03

(Notary sign above; use seal; give expiration date of commission)



The Moorings Subdivision  
Restrictive Covenants  
Amendment # 3  
Page 2

Rel: Moorings Property Owners Assoc.

1272 Moorings Ave. Dr.

1000 Seville, S.C. 29672

000344

BOOK 1068 PAGE 0314

FILED OCOKEE, SC  
SALLIE C. SMITH  
CLERK OF COURT

JAN 11 P 1:42

STATE OF SOUTH CAROLINA  
COUNTY OF OCOKEE

RESTRICTIVE COVENANTS FOR:  
THE MOORINGS SUBDIVISION

AMENDMENT # 4

"Covenants and Restrictions" for The Moorings Subdivision were filed with the records of Ocooke County in Deed Book 939 at page 72. Amendment # 1 was filed with the records of Ocooke County in Deed Book 942 at page 102. Amendment # 2 was filed with the records of Ocooke County in Deed Book 944 at page 9. Amendment # 3 was filed with the records of Ocooke County in Deed Book 1034 at page 331. Declarant now desires to amend the Covenants by this Amendment # 4 as follows:

ARTICLE III

Section C: Animals. No animals, livestock or poultry of any kind shall be maintained on any lot or in any dwelling except as are allowed by these Covenants.

1. House pets, i.e., dogs and cats, are permitted to be kept, provided however, that the keeping these animals does not interfere with the peace and tranquility of the neighborhood.
2. Fowls. No ducks, geese, or any other bird of comparable size shall be fed or encouraged in any manner to come to any lot or to any General Common Area.

Section J: Requirements and Minimums. Plans for houses shall not be approved unless they contain an enclosed garage and a minimum of 1,600 square feet of heated space.

ARTICLE VI

Section A: Dues. Each lot owner shall pay the sum of One Hundred Fifty Dollars (\$150.00) to the Moorings Property Owners Association for the maintenance of the common elements, and, such other use as shall be decided by the Association. Annual dues shall be payable no later than January 31<sup>st</sup> of each year. A ten percent (10%) late penalty will be assessed for each month, or part thereof, that dues are unpaid. Dues not paid by May 1<sup>st</sup> of each year will become a lien on the property. Dues may be adjusted annually, by the Association, at the annual meeting upon a majority vote of the property owners.

ARTICLE XIII

Common dock boat slips will be permanently assigned to interior lot owners. Slips are assigned as indicated on the attached plan, which is a part of this amendment. No water vehicle shall be docked which exceeds 25 feet in length.

IN WITNESS WHEREOF, Declarant, Moorings Property Owners Association, thru its officers, has executed this AMENDMENT #4 to COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND for The Moorings Subdivision on this 21 day of Dec, 1999

Witnesses:

#1 Mitchell McAlister

#2 Bill Tuma

Moorings Property Owners Association

William R. Pierce  
William R. Pierce, President

Allen McAlister  
Allen McAlister

BOOK 1068 PAGE 0315

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

PROBATE

PERSONALLY appeared before me BILLY TURNER  
Witness #1 or #2  
and made oath that he/she saw the within named

ALLEN McALISTER/William R. Pierce sign, seal and as his/her act and  
deed did deliver the within written instrument for the uses  
and purposes mentioned therein and that Witness #1 along with Witness  
#2 did witness the execution thereof.

Sworn to before me this 7 day of JAN, D 2000

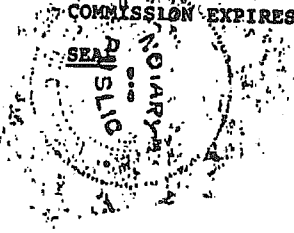
NOTARY PUBLIC FOR SOUTH CAROLINA

David L. Fowler

NOTARY SIGN HERE

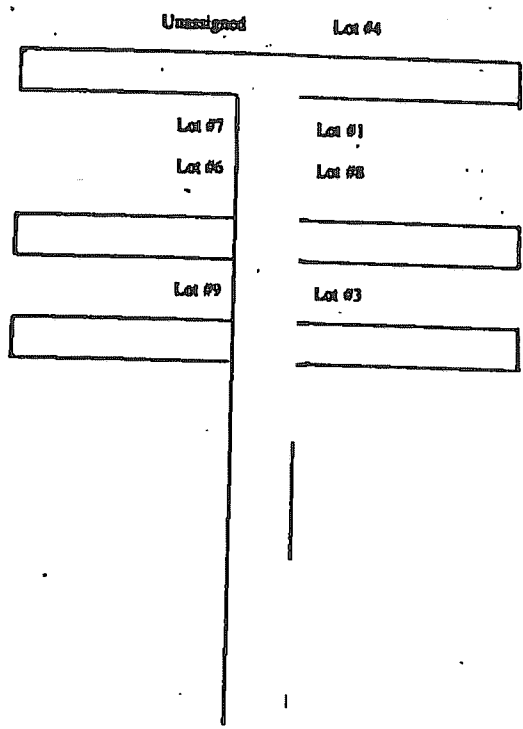
COMMISSION EXPIRES: 9-28-04

Billy Turner  
WITNESS #1 or #2 must  
sign here



BOOK 1068 PAGE 0316

THE MOORINGS SUBDIVISION  
COMMON DOCK ASSIGNMENTS



FILED OCOBEE, SC  
SALLIE C. SMITH  
CLERK OF COURT  
2023 JAN 11 P 1:42

