

(STATE OF SOUTH CAROLINA)  
COUNTY OF GREENVILLE

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

(AMENDED ON JULY 9, 2012)



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## ARTICLE I

### DEFINITIONS

Section 1 "Association" shall mean and refer to MORNINGSIDE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2 "Owner" shall mean and refer to the owner of record, whether one or more persons, of a fee simple title to any lot which is a part of Morningside.

Section 3 "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4 "Common Area" shall mean and refer to all real property owned by the Association for the common use of the owners.

Section 5 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Morningside.

## ARTICLE II

### PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment on and to the Common Area which shall be appurtenant to and shall pass with the title to every lot.

Section 2: The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by vote of 2/3 of the members.

Section 3: The right of the Association to impose regulations for the use and enjoyment of the Common Area and the improvements thereon, which regulations may further restrict the use of the Common Area.

### PARKING

Section 1: Owners shall use their own driveways and garages for parking;

Section 2: Parking in streets will be permissible for guests only, so long as guest parking does not become a nuisance to other residents;

Section 3: The Association may remove any vehicle in violation of these parking restrictions at the expense of the vehicle owner;

Section 4: Parking of boats, trailers, campers, motorcycles, or recreational vehicles shall not be permitted on any street or in any driveway. Such vehicles are to be parked in garages or off-premises.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2: All members shall be owners, 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of a Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments and 2) special assessments for capital improvements, and costs in excess of insurance payments, such assessments to be established and collected as hereinafter provided.

The monthly and special assessments, together with late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his/her successors in title unless expressly assumed by the heirs.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the properties or for the use of the common area, including, but not limited to, the cost of repairs, replacements and additions; the cost of labor, equipment, material, management and supervision; the

payment of taxes; the employment of attorneys to represent the Association when necessary; costs of construction, reconstruction, repair or replacement in excess of insurance payments covering the homes situated on the properties, and such other needs as may arise.

Section 3: The maximum monthly assessment shall be established annually by the Board of Directors and may be increased by that Board annually by not more than ten percent (10%) of the previous year's monthly assessment without approval by the membership.

Section 4: The maximum monthly assessment may be increased by more than 10% by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Special Assessments for Capital Improvements. In addition to the monthly 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 cost of repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting called for this purpose.

Section 6: Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

Section 7: Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots subject to assessment and shall be collected on a monthly basis.

Section 8: Dates of Assessments. Each year, upon establishment of the budget for the coming year, the Board of Directors shall fix the amount of the monthly assessment against each lot and provide notice of such assessment to every owner subject thereto. The due dates remain as previously established by the Board of Directors.

Section 9: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of 10% of the current regime fee for each month payment is late. 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 late charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his/her lot.

Section 10: Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien provided for in the preceding section. However, the sale or transfer of any lot pursuant to a foreclosure of a mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot for liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage.

## ARTICLE V

### ARCHITECTURAL CONTROL

Modifications to plantings or buildings within Morningside that will change the appearance of the property must be submitted to the Board of Directors for approval.

Section 1: With the exception of the patio screen, no fencing of properties within Morningside is permitted. However, invisible fences for the control of dogs are allowed.

Section 2: No change or alteration shall be made by any owner on a property until the plans and specifications showing the nature, kind, shape, height, materials and location of the desired change shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the President. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3: An owner may add plantings to his or her lot so long as the plantings are confined to the foundation border of the building or the base of the mailbox and, further, the plantings must be compatible with the existing plants, shrubs or flowers. All plants added by the owner shall be maintained by the owner. Should an owner desire to add plantings to an area not herein set out, the owner shall submit drawings and obtain the prior written approval of the Board of the Association. No plantings added and maintained by an owner shall obstruct the view or create a safety hazard for other

owners or residents.

Section 4: An owner may remove nuisance trees 6" in diameter or smaller without permission of the Board but must request permission of the Board of Directors to remove any trees over this size.

Section 5: No window awnings of any type whatsoever or any other projections shall be attached to the exterior of a dwelling without the prior written approval of the Architectural Committee or the Board of the Association.

## ARTICLE VI

### EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Paint; repair; care of roofs, gutters, downspouts, exterior building surfaces; standard patio and front stoop areas; existing retaining walls, driveways and walks; and maintenance of trees, shrubs and lawns established at the time of original construction.

Such exterior maintenance shall not include replacement of windows or doors, decks, screened porches, fencing, walls, and other options and/or improvements added by the owner to the original house plan. These additions are noted in a separate document maintained by the Association secretary and affixed to each copy of the By-Laws. The definition of windows and doors shall include the sills, jambs, panes and trim.

In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in South Carolina Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs, shall be added to and become part of the assessment to which such lot is subject.

## ARTICLE VII

### USE RESTRICTIONS

Section 1: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain

on any lot other than one single-family dwelling not to exceed one story in height.

Section 2: No business activity of any kind shall be conducted from any lot or in any residence.

Section 3: No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 4: No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except dogs, cats or other household pets may be kept or maintained as long as they are not kept or maintained for commercial purpose. Household pets shall be housed inside the dwelling and must be under control at all times whenever taken outside. Owners are required to clean up after pets. Pets shall not be permitted to annoy residents, destroy or damage property or create health or safety hazards.

Section 5: Outside antennas may be placed on houses but must be discreetly placed so as not to be visible from the front of the house - not on the ground. They may not be larger than 18" in diameter.

Section 6: No drying or airing of any clothing or bedding shall be permitted outdoors on any lot.

Section 7: The burning of trash, leaves and/or other refuse shall not be permitted on any lot.

Section 8: Refuse containers shall be of a uniform nature. Containers shall be permitted on the front of a lot bordering the street only on days designated for trash collection. Containers shall be covered with lids at all times.

Section 9: The washing of cars and automotive repairs shall not be permitted in driveways, streets, or on the exterior property of any residential dwelling.

Section 10: The riding or use of motorcycles shall not be permitted within the community. This shall apply to owners and guests of owners.

Section 11: Mailbox posts shall be of uniform design and shall be maintained by the HOA. Replacement of mailboxes is the responsibility of the homeowner, but must comply with USPS regulations.

## ARTICLE VIII

### EASEMENTS

Utility Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, plantings, or

other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

#### ARTICLE IX

#### COVENANTS OF THE ASSOCIATION AND EACH OWNER TO KEEP UNIT INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

The Association and each owner of any lot within the properties, by acceptance of a deed therefore and without regard as to whether or not the deed contains express covenants pertaining to insurance, are each deemed to covenant as follows:

(1) To keep each dwelling unit located upon a lot subject to an assessment so as to be insured against loss by fire or other defined and included casualty with what is commonly described as *extended coverage* in an amount equal to at least one hundred percent (100%) of the replacement value of such dwelling unit pursuant to the following described stipulations, definitions and exclusions;

- a) The Association secures insurance covering all units located within Morningside Property Owner's Association, Inc. under a master policy which provides for the replacement cost coverage of the basic building structure (to include the walls, roofs and sub-floors) as well as built-in items such as cabinets, attached fixtures and built-in appliances. This master policy also provides general liability coverage for the benefit of the Association. Any replacement policy as may be obtained from time to time will provide similar protections.
- b) Except as otherwise noted in paragraph 1(a) above, the Master Policy expressly does not provide coverage for the benefit of any owner for the contents of any dwelling unit, and it is stipulated that the definition of "contents" includes and is applicable to all wall coverings such as wallpaper, paint or the like; floor coverings such as all carpet, hardwood floors, vinyl or tile flooring materials; or any exterior awnings. Additionally, the Master Policy does not provide coverage for the benefit of any owner for any general liability protection. It is the specific responsibility of each owner to secure such general liability insurance coverage and content coverage as the owner may deem appropriate, and, in this regard, the Association requires that each owner purchase a Condominium Unit Policy (HO6) for these purposes. The Association further recommends that each owner review their HO6 policy as it may pertain to the owner's property so as to be certain that any decorative or specialty items are properly insured.



(2) The homeowner covenants to name the Association as an insured "as its interest may appear." All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving Morningside Property Owners' Association, Inc. and unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owner's family, the Morningside Property Owners' Association, Inc., its officers, agents and employees, as well as a waiver of the "pro rata" clause.

(3) The HOA shall apply the full amount of any insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot, provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds);

(4) The HOA shall rebuild or restore the dwelling unit in the event of damage thereto; and provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, and;

(5) The HOA and the homeowner covenant to keep the dwelling unit in good repair as provided by the By-Laws of the Association.

(6) The Association, in the event of non-payment of any premium for insurance required under this Article, is authorized to pay such premium, and sums so paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens of assessments hereunder.

(7) The Board of Directors or its duly authorized agent, in order to facilitate insurance coverage, shall have the authority to and shall obtain insurance for the exterior of all buildings.

(8) The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers, or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the MORNINGSIDE PROPERTY OWNERS' ASSOCIATION, INC., its officers, agents and employees. Premiums for all insurance obtained by the Board of Directors, except policies on the individual residences, shall be a common expense.

(9) The Board of Directors shall, with the concurrence of mortgagees, in the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the home owners, if any, upon receipt of

the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings.

Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to the former condition as prior to damage or destruction by fire or other casualty covered by said insurance.

The owner shall give, in the event that any dwelling located on the Property is substantially destroyed by fire or other hazard, written notice to the Association within thirty (30) days following such destruction as to whether he/she intends to repair or reconstruct the dwelling; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this section, as notice that he/she does not intend to repair or reconstruct the dwelling. If the owner elects not to repair or reconstruct the dwelling, the Association shall have the first right and option to purchase such lot and dwelling in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

(10) Exercise of Option. The Board of Directors shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged dwelling will result in substantial pecuniary injury to the Association or diminution in value of the remaining Property. The committee may employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days from the date of appointment. The report shall set forth such matters as the Board and committee deem pertinent, but must contain estimates of the pecuniary injury and diminution in value along with an estimate of cost of purchase and reconstruction of the dwelling.

If the Board of Directors determines that it would be

advantageous to the Association and/or to the remaining Property owners to purchase and reconstruct the dwelling, it shall call a special meeting by giving written notice thereof setting forth the purpose of the meeting to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days nor more than fifteen (15) days following notice to members. Upon an affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of membership present and voting, the Board will be authorized to purchase and reconstruct the dwelling and to assess all lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the dwelling over and above the insurance proceeds.

The Board may require that the assessment be paid in a lump sum; or in installments during an assessment year; or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate. Such assessment shall be in addition to, and not in lieu of, the monthly assessments provided for in Article IV.

a) Determination of Value. The owner of the dwelling shall convey marketable title thereto to the Association upon payment to the owner by the Association of the fair market value of the lot and dwelling in its damaged condition as determined by an appraiser selected by the owner and approved by the Board. In the event that the Board and the owner are unable to agree upon an appraiser, each shall select an appraiser and the two (2) appraisers so selected shall select a third appraiser, and the three (3) appraisers shall jointly appraise and determine the fair market value of the lot and dwelling in its damaged condition. Each party shall pay the fee of the appraiser selected by it or him, and each party shall pay one-half (1/2) of the fee of the third appraiser. If the Board and the owner agree upon a single appraiser each shall pay one-half (1/2) of the cost of the appraisal.

b) Application of Insurance Proceeds. The owner of the dwelling, prior to the conveyance to the Association, shall apply or cause to be applied as much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the dwelling as shall be necessary to pay all liens, mortgages, deeds of trust, and encumbrances upon the lot so that the fee simple, marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances, and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

c) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the owner may retain the lot or may transfer or convey it, upon such terms and conditions as he/she may elect to any person, to be used solely as the site of an unattached, single-family unit.

The reconstructed or repaired dwelling unit shall be substantially identical to the destroyed dwelling unit, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

- d) Retention of Owner. If a dwelling is not habitable by reason of damage, and the owner gives notice of his/her election to repair or reconstruct the dwelling, the obligation of the owner to pay monthly assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to a habitable condition, whichever shall first occur. In the event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he/she shall remove or cause to be removed; at his/her expense, all debris from the lot, so that it shall be placed in a neat, clean, and safe condition; and if he/she fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling/property until paid by the owner, unless the dwelling/property is thereafter acquired by the Association.
- e) Reconstruction by the Association. Upon acquisition of title to the dwelling/property the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust, and other instruments, to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the dwelling; provided, however, that only that dwelling which is to be reconstructed, shall stand as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the dwelling, and no other portion of the Property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefore.

The Association shall hold title to the lot and improvements for the benefit of all members. The Board may sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members.

- f) Application of Declaration and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provision of this Declaration and to the By-Laws of the Association.

## ARTICLE X

### GENERAL PROVISIONS

Section 1: Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association 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 thereafter.

Section 2: Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded (which was July 21, 1993). From that date on they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 2/3 of the lot owners of occupied homes, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided or affect any lien for the payment thereof established therein. Any amendment(s) must be properly recorded.

No amendment made pursuant to this Section shall be effective until duly recorded in the Register of Deeds office of Greenville County.

Section 4: Lease of Dwelling: No dwelling unit shall be leased by an owner.

Section 6: In the event of any irreconcilable conflict between the Declaration of Covenants and the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

IN WITNESS WHEREOF, this amendment has been adopted this

9th day of July, 2012

Witnesses:

**Morningside Homeowners  
Association**

Barbara Schultz  
Barbara Schultz, President

Lynn H. Woodman  
Lynn H. Woodman, Secretary

Except as amended herein, all other terms and provisions of the Declaration of the Covenants, Conditions and Restrictions (the CCRs), as may have been previously amended, shall remain in full force and effect, and the undersigned Officer of the Association does hereby certify that the within Amendment was properly put before the owners for the purposes stated which written instrument and signatures are on file with the records of the Association and do reflect adoption by the requisite number of lot owners as evidenced by the attached Resolution of Affirmation.

IN WITNESS WHEREOF, this Amendment has been adopted on the date and year first set forth above.

IN THE PRESENCE OF:

Morningside Property Owners' Association, Inc.,  
a South Carolina non-profit Corporation

Nancy Gould  
(witness#1)  
Cathie K Casn  
(witness#2/notary public)

By: Barbara M Schultz  
Barbara Schultz  
(printed/typed name)  
Its: President

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 20 day of August  
20 12 by Barbara Schultz as President of the Board of  
Directors for Morningside Property Owners' Association, Inc., a South Carolina non-profit corporation.

Cathie K Casn  
Notary Public for South Carolina  
My Commission Expires: 02/25/2018

STATE OF SOUTH CAROLINA

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## RESOLUTION OF AFFIRMATION

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COUNTY OF GREENVILLE

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This Resolution is attached to and made a part of the Amendment to the CCRs as originally adopted by and for Morningside Property Owners' Association, Inc., a South Carolina non-profit corporation, dated December 10, 1992.

WITNESSETH:

Whereas, Article XI, Section 3 of the CCRs provides that the same may be amended by an agreement signed by Owners holding fifty percent of the lot owners as well as by the Declarant; and,


Whereas, the Declarant no longer owns any lots within the development so that the consent of the Declarant is no longer required as to any amendment(s); and,

Whereas, an agreement has been signed by the requisite Lot Owners for the purposes set forth in the foregoing Amendment to the CCR, which agreement and signatures are on file with the records of the Association,

NOW, THEREFORE, BE IT RESOLVED AND RECOGNIZED that the Amendment to the CCRs for Morningside Property Owners' Association, Inc. was properly put before the Lot Owners and was thereafter duly adopted and affirmed by the required vote.

CERTIFIED THIS 20<sup>th</sup> DAY OF AUGUST, 2012 by \_\_\_\_\_ the undersigned President or Secretary of the Board of Directors of the Association.

Morningside Property Owners' Association, Inc.,  
a South Carolina non-profit Corporation

By:   
Barbara Schultz  
(printed/typed name)  
Its: \_\_\_\_\_ President

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