

called for this purpose.

(e) Notice and Quorum for any Action Authorized Under Sections C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than 30 days nor more than 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 the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis.

(g) Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the

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calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate allowed per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

VI.

ADDITIONAL PHASES

6.1 The Declarant may subdivide and develop additional

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phases of Long Creek Plantation Subdivision. All additional phases shall be contiguous to the property herein described or to other phases of Long Creek Plantation. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as housing style and type, minimum floor space requirements and size of lots, as market conditions and experience may dictate.

6.2 All lot owners in additional phases of Long Creek Plantation shall automatically be eligible for membership in the Long Creek Plantation Homeowners' Association, Inc., and upon payment of dues shall have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities. All members of the Association shall be subject to the terms and conditions of applicable restrictive covenants, charter and by-laws of the association and reasonable rules and regulations promulgated by the Board of Directors of the Association.

VII.

MISCELLANEOUS

7.1 No signs shall be permitted on any residential lot except that a single temporary sign offering the property for sale or for lease may be placed on any such lot provided such

sign is not more than 24 inches wide by 20 inches high. This restriction does not apply to the model units permitted in Paragraph 7.2 herein.

7.2 Nothing herein contained shall be construed to prevent Rocky Creek Partnership, its successors and assigns, as Developer, from maintaining temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed. The Declarant or his agent may build and use model units for sales purposes on any numbered lot. Declarant or his agent may place signs in conjunction with model units for sale and directional purposes.

7.3 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete the structure at the expense of the Owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion by said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements from the property and the expense of said removal shall

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constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded first mortgage. Said liens shall be foreclosed in the same manner as the foreclosure of a real estate mortgage. No action shall be taken under this paragraph without giving written notice to the Owner with a copy of said notice being sent to the mortgagee or other lien holder indicating the proposed action to be taken and giving ten (10) days to allow the Owner to show cause why the Architectural Committee should not take action under this paragraph.

7.4 No vehicles shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days the same may be removed and stored at the expense of the Owner. No property owner or his invitee, licensee, or agent shall park any vehicle on any street in this subdivision except on a temporary basis. Said vehicles should be parked in garages, carports or the driveway area. All motor vehicles belonging to property owners in this subdivision shall maintain a current license tag and a current inspection sticker.

7.5 In the event a lot is enlarged as provided for in these restrictions, the five (5) foot easement for drainage and utilities along all side lines and ten (10) foot easement along rear lines as called for on the recorded plat shall be moved to

the new side line or rear line of the enlarged lot in place of the original lines.

7.6 The five (5) foot easement along all side lines and ten (10) foot easement along rear lot lines referred to above is specifically reserved by Developer together with such other easements as may appear on the recorded plat. The reservation of said easement shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes or do such other things as may be reasonably necessary and required to provide for necessary drainage. Declarant shall have the right to perform said work but shall not be required to do so. Declarant may assign said rights to other interested parties.

7.7 No outdoor satellite dishes or antennae (receiving television or similar signals) shall be allowed on any lot, property, or structure in this subdivision.

IN WITNESS WHEREOF, the undersigned owner does hereby set its hand and seal to these restrictive covenants this the 11th day of October, 1993.

IN THE PRESENCE OF:

Pandora Ketchum  
Georgia A. Hickey

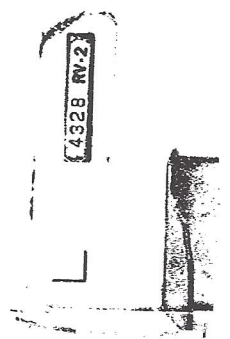
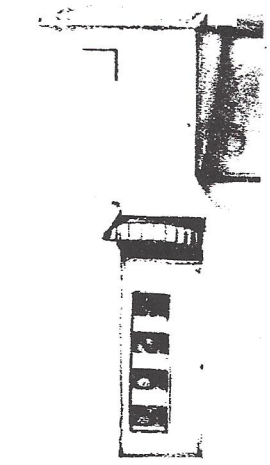
ROCKY CREEK LIMITED PARTNERSHIP

BY: LAZARUS-SHOUSE DEVELOPMENT PARTNERSHIP, A SOUTH CAROLINA GENERAL PARTNERSHIP  
ITS: GENERAL PARTNER

BY: PADGETT-SHOUSE, INC.  
ITS: GENERAL PARTNER

BY: J. Coleman Shouse  
J. COLEMAN SHOUSE  
ITS: PRESIDENT

ITS: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Rocky Creek Limited Partnership, by its duly authorized representative, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Georgia C. [Signature]

SWORN to before me this 11th day of October, 1993.

Ronda W. [Signature] (SEAL)  
Notary Public

My Commission Expires: 5/15/02

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BY-LAWS

OF

LONG CREEK PLANTATION HOMEOWNERS' ASSOCIATION, INC.

NAME AND LOCATION. The name of the corporation is Long Creek Plantation Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 601 E. McBee Avenue, Greenville, South Carolina 29601 (P.O. Box 10025, Federal Station, 29603), but meetings of members and directors may be held at such place within the State of South Carolina, County of Greenville, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Long Creek Plantation Homeowners' Association, Inc., its successors and assigns.

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

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

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

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

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

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

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

ARTICLE III

MEETING OF MEMBERS

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

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edition of Robert's Rules of Order.

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

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

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

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

ARTICLE IV

TERM OF OFFICE

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

Section 2. Term of Office. For 1994 the members shall elect three directors to serve for a period of two years and two directors to serve for a period of one year. In subsequent years all director positions will be elected for two year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, provided however that no more than three directors may be removed from office in any given year. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive

compensation for any service he may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors

shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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to:

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

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

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

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the

members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

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

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

(e) procure and maintain adequate liability and hazard

insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained.

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

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

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

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

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

time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX



**COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**

**BOOKS AND RECORDS**

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

**ARTICLE XI**

**ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the member shall pay a penalty charge of ten (\$10.00) dollars; if not paid within 60 days an additional penalty of twenty (\$20.00) dollars will be charged and if not paid within 90

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days, the Association will bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area or abandonment of his/her Lot.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Long Creek Plantation Homeowners' Association, Inc.

**ARTICLE XIII  
AMENDMENTS**

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

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

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ARTICLE XIV  
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of Long Creek Plantation Homeowners' Association, Inc., have hereunto set our hands and seals this 11th day of October, 1993.

*[Handwritten Signature]*  
\_\_\_\_\_


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Long Creek Plantation Homeowners' Association, Inc., a South Carolina corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of October, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 11th day of October, 1993.

  
Secretary

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COUNTY SC RMC OFFICE AT 12:31 PM  
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