

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )      **DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS  
 OF BELMONT SUBDIVISION**

THIS DECLARATION is made this 12<sup>th</sup> day of October, 2005, by  
 Landmark Developers, Inc. (hereinafter referred to as "Developer" and "Declarant".)

**WITNESSETH**

**WHEREAS**, Declarant is the owner of all of the lots of land in Spartanburg  
 County, South Carolina, located off of Belcher Road in Spartanburg County, South  
 Carolina, and more particularly shown and described upon a plat entitled Belmont,  
 prepared for Developer by Neil R. Phillips & Co., Inc., and recorded in Plat Book 158,  
 Page 704, ROD office of Spartanburg County, South Carolina; and

**WHEREAS**, Belmont will be a residential community, and the Declarant desires  
 to provide for the preservation of values and amenities of said community, to maintain  
 the natural beauty of the real property and for the maintenance of common facilities and,  
 to these ends, desires to subject all of the lots in Belmont as shown on the above plat to  
 the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens  
 (herein referred to as Covenants and/or Restrictions) for the benefit of each and every  
 owner in Belmont;

**NOW, THEREFORE**, Declarant hereby declares that all of the property  
 included in the subdivision known as Belmont shall be held, sold and conveyed subject to  
 the following restrictive covenants and conditions, which are imposed against the  
 property described for the purpose of protecting the value and desirability of the property  
 and accomplishing the systematic and uniform development of the property into a  
 subdivision; that the covenants, conditions, easements and restrictions set forth shall run  
 with the real property described and shall be binding upon all parties having any right,  
 title of interest in or to the subject property or any part thereof, their heirs, successors and  
 assigns and shall inure to the benefit of each owner thereof until 2025, at which time said  
 Covenants, Conditions, Easements, and Restrictions shall be automatically extended for  
 successive periods of ten (10) years each, unless,  
 By a vote of two thirds of the then owners of the lots into which the property shall have  
 been developed, the within covenants, conditions, easements and restrictions are changed  
 or amended, in whole or in part. In the event of such vote, the vote shall be cast by the  
 legal title owner of each individual lot, provided further, that each lot shall have only one  
 vote in the event that legal title thereto is held jointly or otherwise by more than one (1)  
 person.

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 Office of Register of Deeds, Spartanburg, S.C.  
 Stephen Ford, Register



1. **DEFINITIONS.** The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:
  - A. "Association" shall mean and refer to Belmont Homeowners Association.
  - B. "Common Properties" shall mean and be referred to as all lands not plated as lots now or in the future and or public rights of way to be maintained as a landscaped area within Belmont, together with all streetlights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.
  - C. "Developer" shall mean and refer to Landmark Developers, Inc.
  - D. "Lot" or "Lots" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Belmont prepared for the Developer, recorded in the ROD Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.
  - E. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 33A hereof.
  - F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Belmont, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.
  - G. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Belmont (Phase I East)" referred to above and upon any subsequent plat prepared for the Developer, recorded in the ROD Office of Spartanburg County and reference to any amendment or modification to this instrument.
2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 stories in height and a private, attached double garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.
3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof.

In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Nothing herein, however, shall prevent two lot owners from making an equal exchange to alter a lot line with the written consent of the Developer. No lot may be subdivided to create an additional lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than one thousand three hundred fifty (1,350) square feet of heated floor area. All dwellings must have an attached double garage. If the dwelling has a second floor, the first floor must have no less than one thousand (1000) square feet of heated floor area and a second floor shall have a minimum of six hundred (600) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces or garages. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
  
5. **BUILDING SETBACK LINES.**
  - A. No Residence or portion of a Residence, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Belmont referred to in the deed to such lot from Developer, **Setback lines stated in restrictions supersede all setback lines on plat**, but in no case nearer than twenty (20) feet from the front or rear property line, and not nearer than five (5) feet to any side lot property line. SEE PARAGRAPH 5B FOR CORNER LOTS. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
  
  - B. **CORNER LOT SETBACK LINES:** No Residence or portion of a Residence, including stoops, verandas, steps and porches shall be located nearer than twenty (20) feet from any property line; this includes front, sides, and rear property lines. Furthermore, detached garages and storage buildings must be a minimum of twenty (20) feet from any property lines.

- C. **GARAGE/STORAGE BUILDING REQUIREMENTS:** All detached garage/storage buildings must have a minimum of one hundred sixty-eight (168) square feet with the same roof pitch as of the residence. All buildings must conform to and be in harmony with the residence structure. All buildings must have a brick foundation and poured concrete floor. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited. All buildings must be approved in writing by the Developer or its nominee. Disapproval of plans, location, or specifications may be based purely upon aesthetic reasons in the sole discretion of Developer or its nominee. After, the structure has been approved, the Homeowner shall place four flags to mark the corners of the proposed building and Developer or its nominee shall approve the site location BEFORE any construction begins.
- D. No lot shall be further subdivided or otherwise have its boundaries altered without first obtaining the written permission of the Developer/ Architectural Committee hereunder. Further, the use of more than one (1) lot as a single residential building site shall not be prohibited, but shall be subject to prior approval by the Developer/Architectural Committee. No building shall be erected on any lot nearer to the front lot line nor nearer to the side lot lines than the building setback lines shown on the recorded plat referenced above. Front setbacks shall be twenty (20) feet, sideline setbacks shall be ten (10) feet, and rear setbacks shall be twenty (20) feet; EXCEPT for corner lots which shall be twenty (20) feet from any property line. **Setback lines stated in restrictions supersede all setback lines on plat.** Any such building shall face toward the front line of the lot except buildings to be constructed on corner lots, which shall face in the direction designated by the Developer/Architectural Committee. No building shall be located nearer to any interior side lot line than the distance as determined and directed by applicable building/zoning codes and ordinances or as stated herein or on any recorded plat, whichever distance may be greatest.

6. **APPROVAL OF BUILDING PLANS/SITE LOCATIONS & SPECIAL CONDITIONS.**

- A. No building or structure, whether it is the dwelling house or garage shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by the Developer or its nominee. If such shall not be approved or disapproved within 30 days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

- B. The completion of improvements upon a lot shall include the professional landscaping of the yard, including the sodding and grassing of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling. Sodding is required from the rear corner of the residence of the main structure to the street curb.
- C. The front elevation of the dwelling house foundation must be a minimum of 12" inches above the finished grade of the front yard.
- D. All garages shall be equipped with a door and automatic door openers.
- E. All homes must have vinyl, brick, stone or hardi-board exteriors. The minimum roof pitch shall be no less than eight-twelve (8/12) pitch on the main section of the structure; however, other gables on the house may be required to have more of a roof pitch if it would improve the appearance of the house. Roof must be covered by architectural shingles.
7. **PROHIBITED BUILDING MATERIALS.** Concrete Blocks, cement bricks or concrete walls shall not be used in the construction of any building or garage unless the exterior of same is faced with brick or stone approved by Developer or Architectural Committee. NO stucco foundations are permitted, unless approved in writing by Developer or its nominee.
8. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide or triple-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. No Modular or prefabricated homes shall be allowed.
9. **REQUIREMENTS FOR DRIVEWAYS.** All temporary driveways (during construction) must have GRAVEL to prevent mud on the subdivision streets. Owner/Builder will be responsible for removing any mud on subdivision streets placed by them or their subcontractors, suppliers, etc. Owner/Builders to comply with county ordinances for sediment control of lot during construction. All final driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer or Architectural Committee.

10. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.
11. **GENERAL EASEMENTS.** Developer reserves an easement of five (5') feet inside each side and ten (10') feet on the front and rear of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Belmont. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.
12. **FENCING.**
- A. No chain link or vinyl coated chain link fencing will be allowed. Acceptable fencing materials are: wrought iron, vinyl, or salt treated wood. All wood materials must be stained and sealed. No fence shall exceed (6') six feet in height. Fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot. No fencing of any kind shall be installed or allowed to remain on any lot, which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected any nearer to twenty (20) feet of any property line. No portable fencing (**including dog pens**) shall be allowed. Developer or its nominee must approve all fencing in writing. After the fencing materials have been approved, Homeowner must place four flags at the proposed fence corners and the Developer or its nominee must approve the site location BEFORE any installation begins. **SEE PARAGRAPH 12B FOR LOTS 1 THROUGH 14 & 71 FENCING RESTRICTIONS.**

B. Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14 and 71 must have a white vinyl fence and the fencing must be twenty (20) feet from the existing white split rail fence along Belcher Road.

13. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.
14. **NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets. No burning shall be allowed on any lot unless supervised by the Builder/Owner.
15. **PARKING OF BOATS AND RECREATIONAL VEHICLES.** All camping trailer, boat, boat trailers, or other similar recreational vehicle shall be stored in the rear portion of the lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. **No street parking** shall be allowed on a regular basis. Also, no buses, trucks or trailers other than pickup trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.
16. **PORTABLE OR METAL BUILDINGS PROHIBITED.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited. All buildings must conform to and be in harmony with the residence structure. See Paragraph 5C for further specifications.
17. **SWING SETS AND BASKETBALL GOALS.** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball goals, both portable and permanent, must be located behind the front edge of the house.
18. **POOLS:** No above ground swimming pools shall be permitted. In ground swimming pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. All pools must be enclosed with a fence that is in compliance with paragraph 12.
19. **NO TEMPORARY RESIDENCES.** No garage or hobby-type/storage building shall not be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

20. **ANIMALS.** No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time. However, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to their neighbors.
21. **TRASH RECEPTACLES.** All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.
22. **SCREENING OF YARD EQUIPMENT.** Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.
23. **TELEVISION ANTENNA AND SATELLITE DISHES.** No roof-mounted or chimney-mounted television antenna is permissible. If available, the Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.
24. **COMPLETION OF IMPROVEMENTS.** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity. Lots shall be maintained in a neat and attractive manner after and until improvements have been completed.
25. **COVENANT OF GOOD APPEARANCE AND REPAIR.** Each lot owner shall maintain his lot and the exterior of all improvements in neat appearance and good repair in order to assure that no condition exists, which would diminish the appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Belmont Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 34. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR, OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.



26. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign unless approved by the Developer or Architectural Committee. No sign shall be more than thirty inches (30") by thirty inches (30") in size; however, the Developer shall have the right to use additional signs for development of the property. The space designated as "Common Area" shall be exempt from this provision in that the subdivision identification sign will be located thereon.
27. **STREET LIGHTS.** If the Developer installs street lighting, the cost and expense of operation will be transferred to the Homeowners Association at any time after October 5, 2005.
28. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.
29. **FUEL TANKS.** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer/Architectural Committee in accordance with its building approval procedure as above set forth. Propane tanks for gas logs must be in back of house and screened from the street.
30. **FIREWORKS:** Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.
31. **MAIL RECEPTACLES.** Owner will be required to purchase and use a mailbox designed especially for Belmont Subdivision, upon completion of residence. After installation, each Owner has the responsibility of keeping same in good repair and appearance. The mailbox is specially designed and available for purchase at Adcraft Signs (phone number: 583-3530).
32. **TEMPORARY SALES OFFICE:** The Developer or its agent shall have the right to place or erect a temporary sales office on any lot in the development for the purpose of marketing.
- A. **These Protective Covenants and Conditions and any by-laws** approved by the Homeowners Association shall be binding upon all lot owners in this subdivision. The Homeowners Association shall have the right to assess maintenance fees and improvement charges against lots and each owner, by the acceptance of a deed therefor, whether expressly written in the deed, shall be bound to pay such assessments and charges to the association.

33. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

The Developer shall establish a Homeowners Association. Assessments to support the purpose of the Association will be imposed upon the lot owners. The Developer shall collect homeowner's association dues at the time of sale for each lot. The initial annual assessment for each lot relating to streetlights maintaining common areas (buffer areas) and managing the affairs of Belmont Homeowners Association will be \$215.00 per year. It is full responsibility of property owner to pay Homeowners Association dues of \$215.00 per year, thereafter.

A. **Membership:** Every person or entity who is a record owner of a fee simple or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. **Voting Rights:** The Association shall have two (2) classes of voting membership as follows:

**Class A.** Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Paragraph 1. When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** Class B members shall be the Developer and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or
- (b) January 1, 2025

34. **PROPERTY RIGHTS IN THE COMMON PROPERTIES.**

A. **Restrictions on Common Areas.** The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Belmont. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare

of the lot owners in Belmont and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

- (1) Expenses for the maintenance, upkeep and improvements of the Common Properties.
  - (2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses.
  - (3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.
  - (4) For the payment of services for any street lighting undertaken and accepted by the Association.
  - (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Belmont identifying the subdivision, containing street names or other safety signs, if any.
  - (6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.
  - (7) Maintenance, upkeep, repair and/or replacement of the pool and pool equipment within the Common Properties.
- C. **Change in Basis and Maximum of Annual Assessments.** The Association may change the maximum and basis of the assessments for any such period provided that any such change shall have the assent of Eighty percent (80%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not effect the Developers voting rights in the Association.
- D. **Special Assessment for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessments, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of

which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

- E. **Quorum of any Action Authorized Under Paragraph 34C and 34D:** The quorum required for any action respecting assessments authorized by paragraph 34C and 34D hereof shall be the Members present at a duly called and convened pursuant to paragraphs 34C and 34D hereof.
- F. **Date of Commencement of Annual Assessments: Due Dates:** The annual assessments provided for herein shall commence on January 1<sup>st</sup> of each year. The annual assessments provided for herein shall begin and become due and payable at time of lot closing and on January 1<sup>st</sup> of each year thereafter. The Developer agrees to maintain the Common Properties in a good state of repair and operation, with initial assessments and transfer any balance to Homeowners Association after October 5, 2005. At the initial closing of the lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.
- G. **Duties of the Board of Directors:** The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an office of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- H. **Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of the Association:** If the assessments are not paid on the dates when due (being the dates specified in paragraphs 34F above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate of one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same on an action to foreclosure the lien against the property. And there shall be added to the

amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

- I. **Lien of Assessments in Subordinate to Recorded Mortgages:** The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure to any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.
- J. **Collection of Maintenance Assessments:** It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including those that have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protective covenants, the Developer or Association should be contacted to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-ratio to those assessments that should be collected at the time of sale.
35. **ENFORCEMENT BY HOMEOWNERS ASSOCIATION:** Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.
36. **DELEGATION OF DEVELOPER'S RIGHTS:** All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Develop may assign and /or delegate all or any part of such reserved rights to the Association.
37. **TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns and all parties claiming under them, until January 1, 2025, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then owners owning at least two-

thirds (2/3) of the Lots in Belmont agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Belmont. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

38. **EFFECT OF COVENANTS AND ENFORCEMENT.**

**A. Effect of Provisions of These Covenants:** Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Belmont do promise, covenant and undertake to comply with each provision of these Covenants, which provisions are:

- (1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- (2) shall by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;
- (3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;
- (4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot shall be deemed a lien in favor of the Association.

**B. Who May Enforce.** The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

**C. Against Whom May the Covenants be Enforced.** The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other

person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

**D. Enforcement Remedies.** In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developers, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

39. **MISCELLANEOUS.**

- B. No Waiver.** Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.
- C. Board Authorization.** All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in Accordance with its By-laws, unless terms of this instrument provide otherwise.

- D. **Captions:** The captions and headings in the instrument are for convenience only and shall not be considered as controlling in construing the provision hereof.
- E. **Gender, Tense, Number and Applicability of Definitions.** When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural, and vice versa, and words used in the present tense shall include the future tense.
- F. **Savings Clause.** If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 12<sup>th</sup> day of

October, 2005.

Alexis S Neal

Joy Ann Brannon, Vice Pres.  
LANDMARK DEVELOPERS, INC.

Awita Michelle Plummer

State of South Carolina )  
  )  
County of Spartanburg )

PROBATE

Personally appeared before me the undersigned witness and stated that (s)he saw the within named Landmark Developers, Inc. by Joy Ann Brannon its Member, sign, seal and execute the within Declarations of Protective Covenants, Conditions, Restrictions and Easements and (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to and subscribed before me

This 12<sup>th</sup> day of October, 2005

Awita Michelle Plummer  
Notary Public State of South Carolina

Alexis S Neal

My Commission Expires 4/24/2011



**BY- LAWS**  
**OF**  
**BELMONT HOMEOWNERS ASSOCIATION, INC.**

**AS REVISED NOVEMBER 13, 2012**

**ARTICLE I**

**NAME AND LOCATION**

Section 1.01 The name of the corporation is Belmont Homeowners Association, Inc. hereinafter referred to as the "Association". The Association is a non-profit corporation organized under the laws of the state of South Carolina. The principal office of the corporation shall be located at 606 Secretariat Drive, Boiling Springs, SC 29316, mailing address is P.O. Box 161651, Boiling Springs, SC, but meetings of members and directors may be held at such place within the State of South Carolina, County of Spartanburg, as may be designated by the Board of Directors.

Section 1.02 Location. The principal office of the Association shall be located in Spartanburg County, South Carolina.

Section 1.03 Registered Agent. The registered agent for the Association shall be the Secretary as from time to time elected, unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in Spartanburg County, South Carolina and may be, but need not be, identical with the principal office.

Section 1.04 Purpose . The purpose for which the Association is organized is to : (i) provide maintenance services to the Owners; (ii) manage and maintain the Common Area within the Subdivision; and (iii) administer and enforce all covenants, conditions and restrictions applicable to the Property known as Belmont located in Spartanburg County, South Carolina, as identified with the Declaration of Covenants, Conditions and Restrictions applicable to a subdivision known as and as adopted for any subsequent phases, all of which are incorporated herein by reference (the "Declarations") and to engage in other activities allowed by law which are necessary for the Association to carry out its rights, duties and responsibilities set forth in the Declaration.

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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

## ARTICLE II

### DEFINITIONS

Section 2.01. "Association" shall mean and refer to Belmont a Homeowners Association, Inc., its successors and assigns.

Section 2.02. "Property" shall mean and refer to all that certain piece, parcel or lot of land, and all lots herein, shown upon the plat of "Belmont" dated September 21, 2005, made by Neil R. Phillips & Company, Inc. and recorded in Plat Book 158 Page 704, Register of Deeds Office for Spartanburg County, South Carolina and any subsequent phases of Belmont developed by Landmark Developers Inc.

Section 2.03. "Common Properties" shall mean and refer to those the entrance way of the subdivision, signage and areas which may be designated as such on any plat recorded at the adoption of these by laws or here and after recorded and all street lights, sprinkler systems, entrance signs, landscaping, and water meters located within such areas.

Section 2.04. "Lot" shall mean and refer to a subdivided portion of the Property shown and numbered on the plats of the property above referred, and for subsequent phases as from time to time developed and platted.

Section 2.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings or deed in lieu of foreclosure.

Section 2.06. "Declarant" shall mean and refer to Carroll Settle who is also designated as the "Developer" in the Declaration.

Section 2.07. "Declaration" shall mean and refer to the Declaration of Protective Covenants, conditions, Restriction and Easements of Belmont, recorded in the Register of Deeds Office for Spartanburg County, South Carolina.

Section 2.08. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

### MEETING OF MEMBERS

Section 3.01. Annual Meetings. The first regular annual meeting of the members shall be held prior to January 1, 2008 at a time and place to be determined by the Board of Directors, and each subsequent regular annual meeting of the members shall be held on the second (2nd)

Tuesday of November of each year thereafter, at a time and place determined by the Board of Directors. 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.

3.01.01 The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be Members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) On December 31, 2008.

Section 3.02. 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 (1/4th) of all of the votes of the Class A membership.

Sections 3.03. 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, not less than thirty (30) 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 case of a special meeting, the purpose of the meeting.

Section 3.04. Quorum The presence at the meeting of Members entitled to cast, or 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, a 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. For purposes of deciding annual and/or special assessments, a quorum shall be the members in person or by proxy at any annual or special meeting of Members duly called.

Section 3.05. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 4.01. Number. The affairs of this Association shall be managed by a board of three (3) Directors, who must be Members of the Association. They may also serve as officers of the Association.

Section 4.02. Term of Office The Developer shall appoint the first Board of Directors prior to the first annual meeting with a Director serving a term of one (1) year, a Director serving a term of two (2) years and a Director serving a term of three (3) years. Beginning with the 2008 annual meeting, and each annual meeting thereafter, the Members shall elect Directors to replace the ones whose terms expire. Board members elected to fill vacancies created by the expiration of the terms of the initial Board shall be elected to serve (3) three year terms.

Section 4.03. Removal Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.04. Compensation No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. 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 5.01. 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, beginning with the annual meeting held in 2008. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two Members of the Association, provided, however, the Directors named in the corporate charter of the Developer will serve as the Nominating Committee for the initial Board of Directors. With the exception of the initial Nominating Committee, 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 only from among Members.

Section 5.02. 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 6.01. Regular Meetings Regular meetings of the Board of Directors shall be held quarterly 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 6.02. 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 6.03. Quorum A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use and maintenance of the Common Properties or otherwise authorized by the Declarations;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty 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;

- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) enforce the terms and conditions of the Declaration and to carry out all duties set forth therein or delegated to the Association by the Developer.

Section 7.02. 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) appoint and 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) see that the Members fix the amount of the annual assessment against each Lot at least (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment of every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any Lot for which assessment are not paid within thirty (30) days after due date or to bring action at law against the Owner personally obligated to pay the same.
- (d) issue, or 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 of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (f) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (g) enforce the provisions of the Declaration, including maintaining legal proceedings in law or in equity where necessary;
- (h) cause the Common Properties to be maintained;
- (i) provide such other services to the Members as authorized in the Declaration.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Offices The officers of the Association shall be a President, Vice-President, Secretary and Treasurer (who shall at all times be members of the Board of Directors), and such other officers as the Board may from time to time by resolution create. The Officers may also serve as Board members,

Section 8.02. 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 8.03. Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.04. Special Appointment 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.

Sections 8.05. 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 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 8.06. 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 8.07. Multiple Offices Although the offices of Secretary-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 8.04 of this Article.

Section 8.08. Duties. The duties of the officers are as follows:

#### President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts or other written instruments and shall co-sign all checks.

Vice-President

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

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceeding 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 meeting of the Board and 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 of the Association; keep proper books of account cause an annual audit of the Association books to be made 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 meetings, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

Section 9.01. The Board of Directors may appoint 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 purposes.

Section 9.02. Executive Committee The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions by these By-Laws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such Committee.

All proceedings and action taken by such Committee shall be reported to the Board of Directors at the regular meetings of the Board of Directors or special meetings called for such



purpose next following such proceedings or action.

The Executive Committee shall also act as The Architectural Committee, which shall, at all times, exist and operate pursuant to the Declaration, all of which are incorporated herein by reference.

#### 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 a reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the monthly rate of one and one-half (1.5%) percent on the unpaid balance to be compounded monthly until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/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 herein by abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

If needed or required, the Association shall obtain a seal in circular form having within its circumference the words: Belmont Homeowners Association, Inc.

#### ARTICLE XIII

##### AMENDMENTS

Section 13.01. These By-Laws may be amended, at a regular or special meetings of the Members, by a vote of two-thirds (2/3rd) of a quorum of Members present in person or by proxy.

Section 13.02. In 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.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.02. Gender and Name. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words in the present tense shall include the future tense.

Section 14.03. Waiver. No provision of the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 14.04. Severability. The provisions of the By-Laws are severable, and the invalidity of one or more provisions shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

IN WITNESS WHEREOF, we, being all of the Directors of the Belmont Homeowners Association, Inc., have hereunto set our hands this thirteenth day of November 2012.

WITNESSES:

Nancy Hallgren  
Craig R. Tania

DIRECTORS

[Signature]  
[Signature]

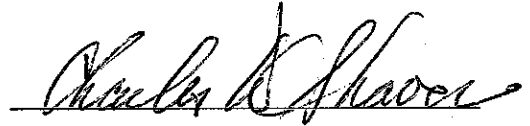
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected Secretary of the Belmont Homeowners Association, Inc., a South Carolina non-profit corporation, and

That the foregoing By-Laws constitute the Revised By-Laws of said Association, as duly adopted at a meeting of the Members thereof, held on the 13<sup>th</sup> day of November, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13<sup>th</sup> day of November, 2012.



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Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG



AMENDMENT TO BELMONT RESTRICTIONS

BELMONT SUBDIVISION RECORDED DEED BOOK 84-D PAGE 277

Paragraph 12A is amended by deleting the last sentence and substituting the following:

“See Paragraph 12B for Lots 1-13 and Lots 71, 72, 73, 74, 75, 76, and 77.”

Paragraph 12-B is deleted and the following substituted in lieu thereof:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 71, 72, 73, 74, 75, 76, and 77 must have a pressure treated, wooden shadow box arched style fence with a height of 48" service gate in the rear center of the fence. Each fence must be sealed natural, no color staining will be allowed, Developer or its nominee must approve all fencing in writing. After the fencing materials have been approved, homeowner must place four marker flags at the proposed fence corners and the Developer or its nominee must approve the site location BEFORE any installation begins.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 5<sup>th</sup> day of March, 2008.

\_\_\_\_\_

LANDMARK DEVELOPERS, INC.

By:   
\_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Personally appeared before me the undersigned witness and stated that(s)he saw the within named Landmark Developers, Inc., by Bo Settle its Member sign, seal and execute the within Declarations of Protective Covenants, Conditions, Restrictions and Easements and (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to and subscribed before me  
this 5<sup>th</sup> day of March, 2008

\_\_\_\_\_  
(SEAL)

Notary Public for South Carolina  
My Commission Expires: 01-03-2017

**BELMONT HOMEOWNERS ASSOCIATION**  
**434 MARION AVE**  
**SPARTANBURG, SC 29306**  
**864-585-0835**

HOMEOWNER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

TYPE OF REQUEST:

\_\_\_\_\_ Fence      Building \_\_\_\_\_      Other \_\_\_\_\_

DESCRIPTION OF REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

**\*Remit picture or detailed drawing with this request. If this is a fence request & you plan to stain it, remit your stain color as well.\***

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DENIED: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES REGARDING APPROVAL/DENIAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FENCE REQUESTS:** After fencing materials are approved, Homeowners must place four flags at the proposed fence corners and the Board must approve the site location BEFORE any installation begins.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
BRIGHT FARMS

THIS DECLARATION is made this 25 of July, 2007. by Hearthstone Realty, Inc, herein after "Developer."

WHEREAS, Developer is the owner of certain Lots of land in Spartanburg County, South Carolina, Shown and upon plat entitled "Bright Farms Section 2" made by John Robert Jennings PLS Dated February 14, 2007, recorded in Plat Book 161 Page 500, ROD Office for Spartanburg County, SC, and

WHEREAS, Bright Farms will be a residential community, and the developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and to this end, desires to subject all of the lots in Bright Farms as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and /or Restrictions) for the benefit of each and every owner in Bright Farms, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a nonprofit corporation, Bright Farms Homeowners Association for exercising the aforesaid functions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer hereby impose upon Bright Farms the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS: The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:

A. "Association" shall mean and refer to Bright Farms Homeowners Association.

B. "Bright Farms" shall mean and refer to all of the lots and property shown upon a plat of "Bright Farms Subdivision," prepared for the Developer and recorded in the ROD Office of Spartanburg County.

C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights which shall be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations, and Bylaws.

D. "Developer" shall mean and refer to Hearthstone Realty, Inc.

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Stephen Ford, Register



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E. "Lot" of "Lots" shall mean and refer to any numbered parcel of land shown upon a plat of Bright Farms subdivision prepared for the Developer and recorded in the ROD Office of Spartanburg County.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Bright Farms Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 hereof.

2. SINGLE FAMILY RESIDENTIAL USE: No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height, and, if approved in advance in writing, a private detached garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.

3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots that that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. After Developer has conveyed all the lots, adjoining owners may adjust their boundary lines without additional approval provided that under no circumstances shall a new lot be created by such adjustment.

4. MINIMUM HEATED AREA: Each dwelling shall have at least two (2) bathrooms and no less than Twelve hundred (1200) square feet of heated floor area and a double garage. The heated floor area required by this paragraph shall not include basements, porches, verandahs, breezeways, terraces and garages.

5. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of a lot than the setback line (s) shown for such lots on the plat referred to in the deed to such lots from Developer, nor nearer than five (5) feet to any side property line. Furthermore, no such above ground improvements shall be built within twenty (20) feet of the rear property line and, in the case of a corner lot, within ten (10) feet of the side street right-of-way. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. APPROVAL OF BUILDING PLANS-SPECIAL CONDITIONS:

A. No building or structure, whether it is a dwelling, garage, fence or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location and specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be purely upon aesthetic reasons in sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including grassing all of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The minimum pitch for the roof of each dwelling or other approved structure shall be 6/12.

D. All garages must have a door installed.

7. BUILDING MATERIALS: Exterior finishes to be Brick, Stone, Stucco, Wood or Vinyl. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby style/storage building unless the exterior of the same is faced with brick, stone, stucco, wood or vinyl or some other material approved by Developer or its nominee.

8. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes, including typical double-wide mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot unless approved by Developer or its nominee.

9. REQUIREMENTS FOR DRIVEWAYS: All driveways shall be constructed of either asphalt paving, concrete or other material approved by Developer or its nominee and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing such damage to the satisfaction of the Developer.

10. DEVELOPERS DISCLAIMER: DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED



TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

11. GENERAL EASEMENTS: Developer reserves an easement five (5) feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Bright Farms Subdivision. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

12. SEWAGE: All sewage shall be disposed of in septic tank approved in writing by the local officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same.

13. FENCING: No fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Subject to the Developer's approval, wire, metal or wooden fencing may be permitted on a lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6) feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

14. BUSINESS ACTIVITIES PROHIBITED: No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products, services or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of hand-crafted items for occasional off premises sale.

15. NUISANCES AND OFFENSIVE ACTIVITIES: No nuisance or other noxious, offensive, unsightly activity or condition shall be conducted or allowed to exist on any lot or adjoining street or streets.

16. PARKING OF VEHICLES: No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicle.

17. PORTABLE OR METAL BUILDINGS PROHIBITED: Portable buildings, metal storage buildings or other similar off site constructed storage buildings are prohibited to be placed or remain on any lot unless approved by Developer or Association.

18. SWING SETS AND BASKETBALL GOALS: Swing sets, sandboxes, gym sets and any other similar devices or structures primarily for children's enjoyment must be located behind the rear corners of the dwelling, Basketball goals, both portable and permanent, must be located behind the front edge of the house.
19. NO TEMPORARY RESIDENCES: no garages or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
20. ANIMALS: No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animal shall be kept on any lot at any time, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. The owners shall abide by all laws and regulations relating to keeping pets.
21. TRASH RECEPTACLES: All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view.
22. CLOTHESLINES: Clothesline and poles may be installed on the rear portion of a lot away from the street if they are not visible from a street.
23. SCREENING OF YARD EQUIPMENT: Lawn mowers or other lawn maintenance equipment shall be kept in a screened area or an enclosed area so as to not be visible from any street or adjoining property unless approved by Developer or Association.
24. TELEVISION ANTENNA AND SATELLITE DISHES: No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or Association. The Developer reserves the right to formulate and require specific rules and regulations for such items and/or approve same on a case-by-case basis. Developer will approve satellite dishes which are eighteen (18) inches or smaller in diameter but the location of each one requires the written approval of Developer or Association. No device will be attached to the front of the dwelling.
25. COMPLETION OF IMPROVEMENTS: All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.
26. COVENANTS OF GOOD APPEARANCE AND REPAIR: Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free from debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to

pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 38.1. THE DEVELOPER, THE ASSOCIATION OR ANY OTHER RESPECTIVE DIRECTORS, OFFICERS AGENTS, EMPLOYEES OR OTHER MEMBER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

27. SIGNS: no signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty (30) inches by thirty (30) inches in size, provided, however, the Developer shall have the right to use additional signs for development of the property. Any provisions herein expressly providing for identifying signs for the subdivision take precedence over this paragraph.

28. STREET LIGHTING: If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association.

29. MAINTENANCE OF STREET RIGHT-OF-WAY: The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

30. FUEL TANKS: All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control: whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth. Propane tanks for gas logs must be in back of house or screened from street.

31. FIREWORKS: Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.

32. SWIMMING POOLS: No swimming pool may be constructed and placed on any lot within Bright Farms Subdivision until the location and design of said pool including fencing and landscaping is approved in writing by the Developer or Homeowners Association.

33. MAIL RECEPTACLES: All mail boxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each Owner has the responsibility of keeping same in good repair and appearance.

34. TEMPORARY SALES OFFICE: The Developer or its agent shall have the right to place or erect a temporary sales office on any lot in the development for the purpose of marketing.

35. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

A. Membership: Every person or entity who is a record owner of a fee simple or undivided fee interest in any Lot which is subject by covenants of record to assessment by the

Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting rights: The Association shall have two (2) classes of voting membership as follows:

Class A: Class A members shall be all those owners defined in paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by paragraph 1. When more than one person hold such interest or interests in any such Lot, all such persons shall be members, and the Vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal to the vote outstanding in Class B membership; or
- (b) January 1, 2020.

36. PROPERTY RIGHTS IN COMMON PROPERTIES:

A. Creation of Lien and Personal Obligation of Assessments: The Developer for each lot owned by it within Bright Farms hereby covenants and each owner of any Lot by acceptance of a deed to a Lot within Bright Farms, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (1) Expenses for the maintenance, upkeep and improvement of the Common Properties.
- (2) Payment for services in connection with the maintenance, upkeep and improvements of the Common Properties, including utilities, taxes, water usage and other reasonable and necessary expenses.
- (3) Maintenance, upkeep, repair and/or replacement of the sprinkler system within the Common Properties.
- (4) For the payment of services for any street lighting undertaken and accepted by the Association.
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs identifying the subdivision, containing street names or other safety signs, if any.
- (6) For any other purpose, cost or expense, including management fees reasonably related to the performance of any duty or responsibility to the Association as

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determined by the Board of Directors of said Association in accordance with the Bylaws or these restrictions.

C. Basis and Maximum of Annual Assessment: There will be no annual assessments until the year beginning January 1, 2007. For the year beginning January 1, 2007 the annual assessment shall be One Hundred (\$100.00) Dollars per Lot. Beginning January 1, 2008, the annual adjustment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount or higher amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not effect the Developers voting rights in the Association.

D. Special Assessment for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessment: Subject to the limitations in paragraph 36C above, and for the periods therein specified, the Association may change the maximum and basis of assessments fixed by paragraph 36C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum of any Action Authorized Under Paragraph 36D and 36E: The quorum required for any action respecting assessments authorized by paragraph 36D and 36E hereof shall be the Members present at a meeting duly called and convened pursuant to paragraphs 36D and 36E hereof.

G. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided herein shall commence January 1 of each year. The annual assessments provided herein shall begin and become due January 1, 2007 and on January of each year thereafter. Prior to January 1, 2007, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any such special assessment under paragraph 36D hereof shall be fixed in the resolution authorizing such assessment. At the initial closing of the lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

H. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall

upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of the Association: If the assessments are not paid on the dates when due (being the dates specified in paragraphs 38G above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate of one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE-18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same on an action to foreclose the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

J. Lien of Assessments in Subordinate to Recorded Mortgages: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

K. Collection of Maintenance Assessments: It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including those that have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protective covenants, the Developer's representative, presently Hinson Management, Inc. located at P.O. Box 160207, Boiling Springs, SC 29316, 864-599-9019, should be contacted, to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-ration to those assessments that should be collected at the time of sale.

37. ENFORCEMENT BY HOMEOWNERS ASSOCIATION: Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.

38. DELEGATION OF DEVELOPER'S RIGHTS: All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Develop may assign and /or delegate all or any part of such reserved rights to the Association.

39. TERMS OF ENFORCEMENT AND AMENDMENTS: The covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until October 1, 2040, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Bright Farms agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owing at least two-thirds (2/3) of the Lots in Bright Farms. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

40. EFFECT OF COVENANTS AND ENFORCEMENT:

A. Effect of Provisions of These Covenants: Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Bright Farms do promise, covenant and undertake to comply with each provision of these Covenants, which provisions are:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.

C. Against Whom May the Covenants be Enforced: The obligation and benefits prescribed by this Instrument shall run with the property and shall be enforceable against any

owner, his heirs, successors and assigns, and any other person whose activities bear a relation to the property, including guest and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.

D. Enforcement Remedied: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to the covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

#### 41. MISCELLANEOUS

A. No Waiver: Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions: The captions and headings in the instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorizations: All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its Bylaws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions: When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender and the singular, the plural and visa versa, and words used in the present tense shall include the future tense.



E. Savings Clause; If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the 25 day of July, 2007.

Hearthstone Realty, Inc.

Etha McLean

By: Waneel RA  
Its: PRESIDENT

Ditcher A McLean

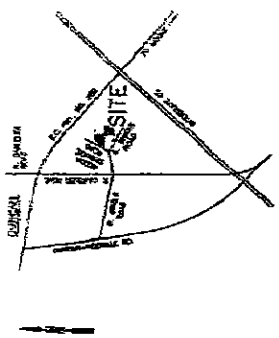
STATE OF SOUTH CAROLINA }  
  }  
COUNTY OF SPARTANBURG }

ACKNOWLEDGEMENT

I, am undersigned Notary Public for the State and County aforesaid, certify that the within named Developer personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 25 day of July, 2007.

Ditcher A McLean  
Notary Public for South Carolina  
My commission expires: 10/10/16

107 TO 2046



### LOCATION MAP

SECURITY OF CHINESE - GARDEN AND GARDEN

DATE: 5-2-01

APPROVED BY: [Signature]

NOTE

### CONTRACT SUBSEQUENT REASSESSMENT APPROVAL

DATE: MAY 02 2007

APPROVED BY: [Signature]

CITY PLANNING DIRECTOR

### NOTES:

1. THE PROPERTY IS TO BE DEVELOPED AS A RESIDENTIAL DEVELOPMENT.
2. THE DEVELOPER SHALL PROVIDE A 10% IMPROVEMENT BOND AS SECURITY FOR THE COMPLETION OF THE PROJECT.
3. ALL UTILITIES SHALL BE DEEPENED TO THE DEPTH OF THE PROPOSED DRIVEWAYS.
4. THE DEVELOPER SHALL PROVIDE A 10% IMPROVEMENT BOND AS SECURITY FOR THE COMPLETION OF THE PROJECT.
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PLANNING DEPARTMENT

### BRIGHT FARMS

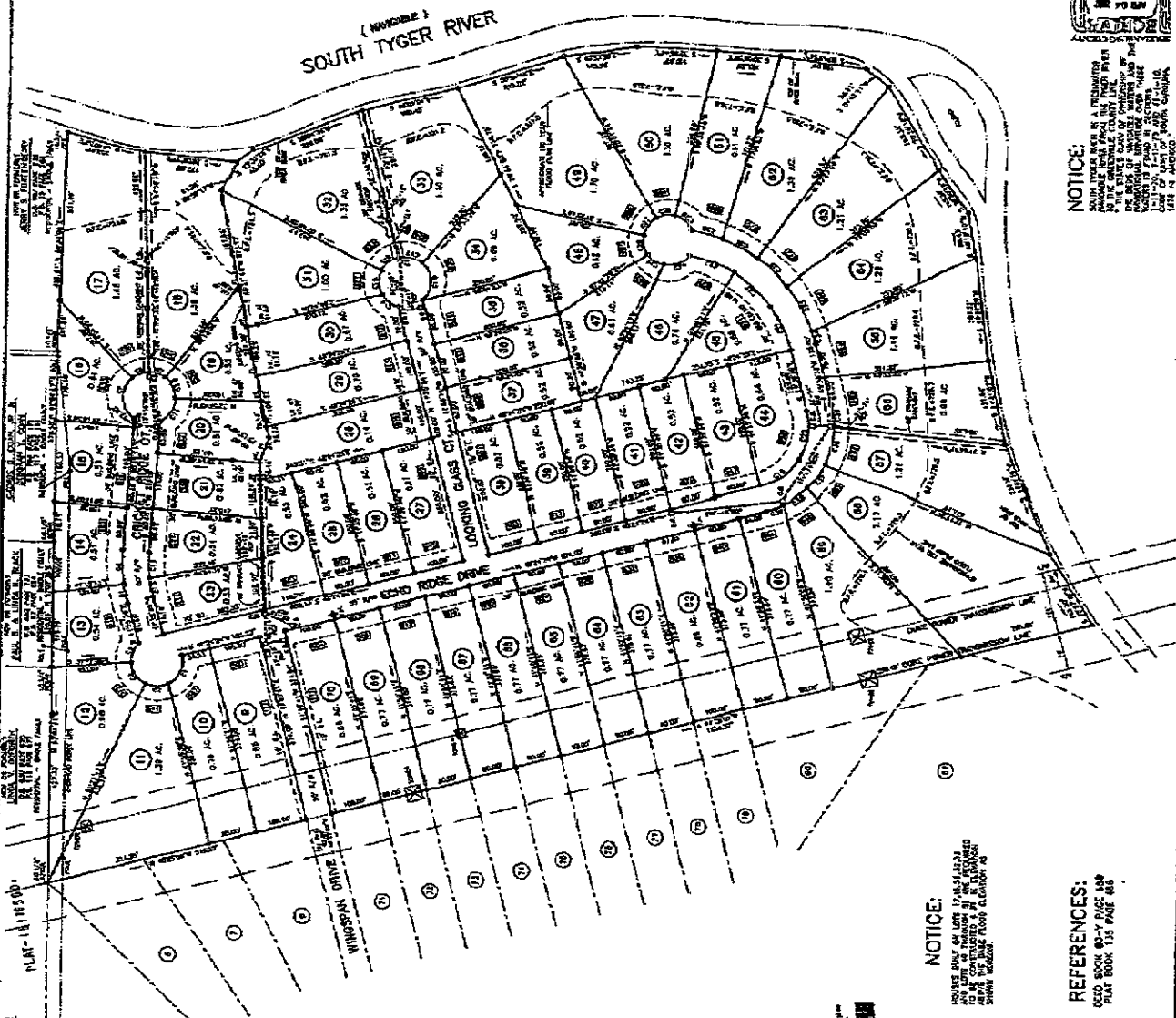
SECTION NO. 9

PLANNING DEPARTMENT

DATE: MAY 02 2007

APPROVED BY: [Signature]

CITY PLANNING DIRECTOR



NOTICE:

THE DEVELOPER SHALL PROVIDE A 10% IMPROVEMENT BOND AS SECURITY FOR THE COMPLETION OF THE PROJECT.

LEGEND:

- 1. PROPOSED DRIVEWAY
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GENEVA PARKS SCHOOL

SECTION NO. 1

DATE: 5-2-01

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### NOTICE:

NOTICE: THE DEVELOPER SHALL PROVIDE A 10% IMPROVEMENT BOND AS SECURITY FOR THE COMPLETION OF THE PROJECT.

### SITE DATA

DATE: 5-2-01

APPROVED BY: [Signature]

CITY PLANNING DIRECTOR

### REFERENCES:

GENEVA PARKS SCHOOL

SECTION NO. 1

DATE: 5-2-01

### OWNER/DEVELOPER

GENEVA PARKS SCHOOL

SECTION NO. 1

DATE: 5-2-01

**BYLAWS  
OF  
BRIGHT FARMS HOMEOWNERS' ASSOCIATION**

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APPROVAL OF BOARD OF DIRECTORS

**BYLAWS  
OF  
BRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1  
NAME, LOCATION, AND REGISTERED AGENT**

Section 1.1. Name. The name of the corporation is BRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2. Location. The principal office of the Association shall be located within the Bright Farms Subdivision, in Spartanburg County, South Carolina.

Section 1.3. Registered Agent. The initial registered office and registered agent shall be as set forth in the Articles of Incorporation. The Association may change its registered office and registered agent at any time, in accordance with the direction and approval of the Board of Directors of the Association.

**ARTICLE 2  
PURPOSE AND DEFINITIONS**

Section 2.1. Purpose. The purpose for which the Association is organized is, but shall not be limited to:

- Manage and maintain the street lighting services to the owners of property within Bright Farms Subdivision, hereinafter referred to as the "Subdivision".
- Manage and maintain the Common Areas within the "Subdivision".
- Pay all necessary expenses associated with the "Association".
- Fix the rate of annual and special assessments.
- Administer and enforce all conditions and restrictions applicable to the Property owners known as the "Subdivision" located in Spartanburg County, South Carolina, as identified within the Articles of Incorporation for a Nonprofit Corporation registered with the state of South Carolina, and as identified in the Restrictive Covenants duly registered in the County of Spartanburg for the "Subdivision".
- To engage in other activities allowed by law which are necessary from time to time for the "Association" to carry out its duties and responsibilities in maintaining the safety of the "Subdivision" and upholding property values.

Section 2.2. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Restrictive Covenants as is duly recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina. DEED83-K, page 122 dated 5 July 2005 in Plat Book 158 Page 23, for Phase 1. DEED89D page 78b in Plat Book 161 page 500 dated 25 July 2007 for Phase 2..

**ARTICLE 3  
MEETINGS AND MEMBERSHIP**

Section 3.1. Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to:

- The owner(s) of any undeveloped lot as designated by law.
- The Builder to whom the owner(s) may convey a lot for construction of a home for sale as long as the home meets ACR requirements and as long as the builder holds title to said lot.
- All other owners of Lots within the "Subdivision", provided that any such person or entity, who holds such interest in a lot(s) merely as security for the performance of an obligation, shall not be a Member, and shall have no voting privileges.

Section 3.2. Annual Meetings. The first annual meeting of the Members shall meet one of the following requirements.

- Be held on such date as determined by the Management Firm assigned by the Declarant, within one year from the date of incorporation of the Association.
- During the first calendar year that Assessments are charged to the Owners.
- Finally when none of the above has been met, within one year after the official designation of the first Board of Directors.

Each subsequent annual meeting of the Members shall be held on such date and time as determined by the Board of Directors.

Section 3.3. Special Meetings. The Association shall hold a Special Meeting of the Members on the call of the Board of Directors or upon written demand to the Board of Directors of at least ten percent (10%) of the Members. Special Meetings of the Members shall be held at the specific time, date, place, and purpose thereof. No business shall be transacted at a Special Meeting, except as stated in the written notice for the meeting.

Section 3.4. Place of Meetings. All meetings of the Members shall be held at such a place within Spartanburg County, South Carolina, as shall be determined by the Board of Directors of the Association to be suitable to the Members, either in the Community or as convenient thereto as possible and practical.

Section 3.5. Notice of Meetings. Written notice of each meeting (Annual or Special) of the Members shall be given by mailing a copy of each such notice by first class mail, postage paid, not less than thirty (30) days nor more than sixty (60) days before the date of the meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, supplied by the Management Firm for the Association or that of the last meeting held by the Board of Directors. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purpose of the meeting.

Section 3.6. Membership List. Upon determining the Members of record for any meeting, the Board of Directors shall prepare an alphabetical listing of the Members who are entitled to vote at the meeting, which shows the name and address of each Member. This list shall be present and available for inspection by any Member during the meeting, and on the beginning of business the day after the meeting as the availability of the Board of Directors Records allow.

**Section 3.7. Voting Rights.** The voting rights of the Membership shall be appurtenant to the ownership of Lots. Each Lot shall entitle the Owner(s) of said lot to one (1) vote. Where more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot. No fractional votes shall be allowed.

**Section 3.8. Quorum.** A Quorum shall meet one of the following:

- The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, equal to at least ten percent (10%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants or these Bylaws.
- In the event of a special meeting called for the change in basis and or annual assessment, a Quorum will be two thirds (2/3) of the Members in person or by proxy voting at the meeting duly called for this purpose, which were notified in writing at least thirty (30) days prior to the meeting setting forth the purpose of the meeting.

**Section 3.9. Proxies.** At all meetings of the Membership, each Member may vote in person or by proxy. All proxies will be in writing and dated not more than eleven (11) months prior to the meeting for general purposes. Where a special meeting is to be held, the proxy will be for that meetings business only. Proxies shall be revocable by:

- Appearing at the meeting and voting in person.
- Filing a valid substitute proxy or cancellation of proxy with the Board of Directors prior to the call to order of the meeting.
- The conveyance by the Member of his Lot.

**Section 3.10. Action by Members.** Except as provided otherwise in the Articles of Incorporation, the Restrictive Covenants, or these Bylaws, any action or decision approved by a vote or by proxy of no less than fifty-one percent (51%) of the Members of the Association present at the meeting, shall bind all Members, present or not.

#### ARTICLE 4 BOARD OF DIRECTORS

**Section 4.1. Original Members.** The business and affairs of the Association shall initially be managed by a Board of Directors consisting of five (5) Members residing in the Subdivision, who were selected from the Members present at, or by proxy, at the meeting called for by the Management Firm for this purpose on August 27, 2009.

The names of the initial Board of Directors who will serve until such time as their successors are duly elected and qualified are as follows:

President:	Clark Williams
Vice-President:	Maurice (Mo) Freund
Secretary:	Anna Henderson
Secretary At Large:	Crystal Hewitt
Treasurer:	Jeremy King

**Section 4.2. Future Members.** The future Board of Directors may consist of three (3) to five (5) Members. At no time, however, shall a Board Member serve with his or her spouse.

**Section 4.3. Election.** Directors shall be elected at the annual meeting of the Association by oral or written ballot. At such election, the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Restrictive Covenants and these Bylaws. The person receiving the largest number of votes shall be said to be elected.

**Section 4.4 Term of Office.** The term of office for each Director of the Board shall be three (3) consecutive years. Initially however, one (1) Director shall serve one (1) year, two (2) Directors shall serve two (2) years, and the remaining two (2) Directors will serve three (3) years. At each subsequent annual meeting of the Association one (1) qualified Member will be elected to replace the Director who is completing his or her final year in office. A Director completing his or her final year in office may run for office again if they are so nominated and chosen. All Directors shall continue to serve until their successor is elected and qualified or until their earlier resignation, removal from office, or death.

**Section 4.5. Removal of Directors.** Any Director may be removed from the Board of Directors, with or without cause, by two-thirds (2/3) majority vote of the Members of the Association present or by proxy, at an annual or a special meeting called for the purpose. The Board of Directors shall have, acting alone on a two-thirds (2/3) majority, the power to remove any Director meeting any of the following criteria:

- Has three (3) consecutive unexcused absences from Board of Director Meetings.
- Is delinquent in the payment of any assessment for more than thirty (30) days.
- Has a violation of the Restrictive Covenants lasting more than thirty (30) days without corrective action resolving the violation.
- Receives two (2) violations of the Restrictive Covenants.

In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the un-expired term of his or her predecessor.

**Section 4.6. Resignation of Directors.** Any Member of the Board of Directors may resign at any time by giving written notice to the remaining Board of Directors. 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 4.7. Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of their duties only as pre-approved by the Board of Directors.



Section 4.8. Conflict of Interest. Any Member of the Board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that Member from acting on the matter in an impartial manner, will offer to the Board of Directors to voluntarily excuse him/herself and will vacate his/her seat and refrain from discussion and voting on said item.

Section 4.9. Salaries of Employees and Agents. Except as provided elsewhere in the Restrictive Covenants and these Bylaws, the Board of Directors shall set the salaries of all employees and agents of and for the Association.

## ARTICLE 5 MEETINGS OF BOARD OF DIRECTORS

Section 5.1. Regular Meetings. Regular Meetings of the Board of Directors shall be held on a periodic basis as the Board of Directors sees fit, but not less often than four (4) times per year, including the annual meeting. Regular meetings shall be scheduled on such day and at such place and hour as fixed by majority vote of the Board of Directors.

Section 5.2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by any two (2) Directors, or as often as necessary to conduct Association related business, not requiring the Membership as a whole. The date of the meeting will normally give three (3) days notice, except in the case of an emergency, at which time the meeting shall be held immediately.

Section 5.3. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association. However, no Member(s) other than the Board of Directors may participate in any discussion or deliberation unless expressly so authorized by the Board of Directors present at the meeting.

Section 5.4. Notice of Meetings. Notice of each Special or Regular Meeting of the Board of Directors shall state the date, time, and place of such meeting. The Board of Directors requesting the meeting may give notice in writing to their home address, by electronic mail, or verbally by phone or in person. Notifications will normally be delivered at least three (3) days prior to the meeting.

Section 5.5. Quorum for the Board of Directors. A majority of the number of Directors in good standing shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors present and agreeing on the action shall be regarded as the act of the Board of Directors and shall be binding on all Members of the Association.

Section 5.6. Executive Session. The Board of Directors may adjourn a meeting and reconvene in Executive Session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive

nature. The nature of any and all business to be considered in Executive Session shall first be announced in open session.

Section 5.7. Action Without a Formal Meeting. Any action to be taken at a Meeting of the Board of Directors or any action that may be taken at a Meeting of the Board of Directors may be taken without a Meeting if one or more consents in writing, set forth the action so taken, shall be approved in writing (e-mail) or signed by the Board of Directors and delivered to the Association for inclusion in the minutes of the Board of Directors Records.

Section 5.8. Electronic Participation. One or more of the Board of Directors may participate in and vote during any Regular or Special Meeting of the Board of Directors by telephone, e-mail, or similar electronic communication equipment by means of which all Board of Directors participating in the Meeting are able to hear, or communicate with each other at the same time. The Board of Directors shall be considered present at the Meeting and this shall count as a quorum for the Board of Directors Meeting.

Section 5.9. Liability of the Board of Directors. The Members of the Board of Directors shall not be liable to the Members or to the Association for any mistake of judgment, negligence, or otherwise liable, except for:

- A breach of the Director's duty of loyalty to the Association or Members.
- Individual willful misconduct or bad faith.
- Any willful transaction from which a Director derived an improper personal benefit.

The Members shall indemnify and hold harmless each of the Members of the Board of Directors regarding contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Restrictive Covenants or these Bylaws.

It is the intent that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Members.

## ARTICLE 6 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1. Initial Board of Directors. The initial Board of Directors, consisting of five (5) Members residing in the Subdivision, were selected, from the Members present at a meeting called for on August 27, 2009 by the Management Firm for this purpose.

Section 6.2. Positions. The positions of President, Vice-President, Secretary, and Treasurer will be designated by resolution of the Board with an affirmative vote of at

least two thirds (2/3) in favor of the member and position nominated for. Other positions maybe selected in the future as needs require.

Section 6.3. Powers. Except as otherwise provided in the Restrictive Covenants, the Articles of Incorporation, and these Bylaws, all of the powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Restrictive Covenants, the Articles of Incorporation and these Bylaws, which govern the use of the Subdivision including all Common Properties. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and responsibilities, in way of explanation, but not limited to the following:

- Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses.
- Establish the amount of assessments to defray the annual expenses of the Association as established in the Budget therefore.
- Employ attorneys and accountants to advise, serve and represent the Association when deemed necessary.
- Employ agents, independent contractors, or such other employees as deemed necessary, and prescribe their duties.
- Remove agents, independent contractors, or such other employees when their duties are not preformed in accordance with the Board of Directors instructions.
- Arrange for the care, upkeep, and maintenance of all Common Areas of the Subdivision.
- Procure and maintain adequate liability insurance covering the Association and the Board of Directors thereof and adequate hazard insurance on the Common Property owned by the Association, and pay the premium costs thereof either directly or through a Management Firm.
- Enforce by legal means the provisions of the Articles of Incorporation, Restrictive Covenants, these Bylaws, and the rules and regulations adopted by them on behalf of the Association for the use of the property within the Subdivision.
- Review and approve all ACR's, (Architectural Committee Requests) to ensure compliance with the provisions stated in the Restrictive Covenants.
- Pay, either directly or through a Management Firm, the cost of all services rendered to the Association or Subdivision or its Members, which are not directly chargeable to the Owners.
- Keep books and records, with detailed accounts, of the receipts and expenditures affecting the Association and its administration.
- Keep books and records, with detail accounts, of the rules and regulations for the Association, to include but not limited to the Articles of Incorporation, The Restrictive Covenants and these Bylaws and any and all Resolutions adopted by the Members.

Section 6.4. Duties. The duties of the Board of Directors shall be, but are not limited to the following:

President

- Shall preside over all business meetings of the Association and the Board of Directors.
- Shall be the deciding vote, when required, in case of a tie at a Board of Directors meeting.
- Shall ensure all orders and resolutions of the Board of Directors are carried out.
- Shall sign all legal documents and other written instruments as required for the business of the Association.
- Shall supervise and control the management of the Association.

#### Vice President

- Shall act in the place of the President in the event of his/her absence, inability or refusal to act.
- Shall maintain the official records for the Board of Directors and the Association.
- Shall be the official representative for the Association with the Management Firm.
- Shall carry out such other duties as may be prescribed by the President or the Board of Directors.

#### Secretary

- Shall record, in detail, the minutes of all meetings of the Board of Directors.
- Shall record, in detail, the minutes of all meetings of the Association.
- Shall maintain the current roster of all Members of the Association, showing names and addresses of each.
- Shall retain all proxy votes with the Membership roster used for sign in at the meeting.
- Shall have each Member of the Association attending a meeting, sign the current roster with their name and also sign appropriate space(s) with proxy vote(s).
- Shall ensure all notices of meetings for both the Association and the Board of Directors are conveyed in accordance with current directives.
- Shall perform such other duties as may be prescribed by the Board of Directors.

#### Secretary At Large

- Shall act in the place of the Secretary in the event of his/her absence, inability or refusal to act.
- Shall carry out such other duties as maybe prescribed by the Board of Directors.

#### Treasurer

- Shall prepare an annual budget for presentation and approval of the Board of Directors.
- Shall prepare an annual budget statement to be presented to the membership at the regular annual meeting, having copies prepared for each member in attendance.
- Shall carry out such other duties as maybe prescribed by the Board of Directors.

### ARTICLE 7 GENERAL PROVISIONS

Section 7.1. Amendments or Repeals. These Bylaws may be modified, amended or repealed by two thirds (2/3) vote of the Board of Directors at any Annual or Special Meeting of the Board of Directors, called for the purpose of making revisions, amendments, or repeals.

Section 7.2. Management Firm. The Board of Directors may employ, for the Association, a professional Management Firm or agents at a compensation established by the Developer for the first year, and then by the Board of Directors in subsequent years. The Board of Directors shall establish in writing their duties and services.

Section 7.3. Members Right to Appear Before the Board of Directors. All Members of the Association have the right to appear individually before the Board of Directors for the purpose of explaining the reasons for not complying with the Articles of Incorporation, the Restrictive Covenants and these Bylaws. After appearance before the Board of Directors, the Member will be excused, and the Board of Directors will go into Executive Session to discuss the explanation. The ruling of the Board of Directors will be final and will be conveyed to the Member by written notice from the Board of Directors or the Management Firm.

Section 7.4. Committees. Special Committees to perform a set task may be assembled by the Board of Directors for the explicit purpose of gathering information and making recommendations to the Members or the Board of Directors for improvements in the Subdivision. All decisions must comply within the Articles of Incorporation, the Restrictive Covenants and these Bylaws.

Section 7.5. Fiscal Year. The fiscal year of the Association shall be the calendar year and shall begin on the first (1<sup>st</sup>) day of January and end on the thirty-first (31<sup>st</sup>) day of December of every year.

Section 7.6. Books and Records. All books, records and papers of the Association shall at all times, during reasonable business hours and with reasonable notice, be subject to inspection by any Member of the Association. The Articles of Incorporation, Restrictive Covenants, and these Bylaws of the Association shall be available for inspection by any Member of the Association, where copies of such, may be purchased at a reasonable cost to the Member requesting copies.

Section 7.7. Dissolution or Liquidation. In the event of the dissolution of the Association, no Member, Director, or Officer of the Association, shall be entitled to share in the distribution of any corporate assets, but the assets of the Association shall be applied and distributed as follows:

- All liabilities and obligations of the Association shall be paid, satisfied, and discharged, or adequate provisions shall be made therefore.
- Assets held by the Association upon a condition which occurs by reason of dissolution shall be returned, transferred, or conveyed in accordance with such requirements.
- All of the remaining assets of the Association shall be transferred or conveyed to the Members, pro rata.

ARTICLE 8  
INDEMNIFICATION OF BOARD DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any Director or Officer or Former Director or Officer of the Association or any person who may have served at the request or pleasure of the Association as a Director or Officer of another Corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a Director or Officer was adjudged liable to the Association or in relation to a proceeding where a Director or Officer was adjudged liable on the basis that personal benefit was improperly received by the Director or Officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee or Agent and shall inure to the benefit of the heirs, executors and administrators of such a person.


The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee or Agent of the Association, or is or was serving at the request or pleasure of the Association as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a Director or Officer of the Association, or is or was serving at the request of or pleasure of the Association as a Director or Officer of the Association, or is or was serving at the request or pleasure of the Association as a Director or Officer of another corporation, partnership, joint venture or other enterprise, shall be reduced by any amounts such person may collect as indemnification:

- Under any policy of insurance purchased and maintained on his behalf by the Association
- From such other corporation, partnership, joint venture, trust or other enterprise.

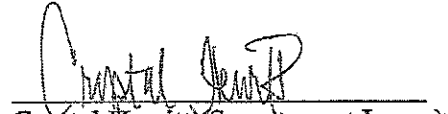
Nothing contained in this Article 8, or elsewhere in these Bylaws, shall operate to indemnify any Director or Officer if such indemnification is for any reason contrary to any applicable state or federal law.

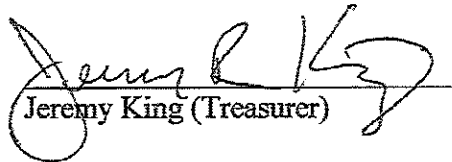
The Board of Directors on the 15<sup>TH</sup> of NOVEMBER, 2009, approved these Bylaws.

  
Clark Williams (President)

  
Maurice Freund (VicePresident)

  
Anna Henderson (Secretary)

  
Crystal Hewitt (Secretary at Large)

  
Jeremy King (Treasurer)



**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
BRIGHT FARMS**

THIS DECLARATION is made this 5 of July, 2005, by Hearthstone Realty, Inc, herein after "Developer."

WHEREAS, Developer is the owner of certain Lots of land in Spartanburg County, South Carolina, Shown and upon plat entitled "Bright Farms Subdivision" made by John Robert Jennings PLS Dated March 15, 2005, recorded in Plat Book 158 Page 23, ROD Office for Spartanburg County, SC, and

WHEREAS, Bright Farms will be a residential community, and the developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and to this end, desires to subject all of the lots in Bright Farms as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and /or Restrictions) for the benefit of each and every owner in Bright Farms, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a nonprofit corporation, Bright Farms Homeowners Association for exercising the aforesaid functions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer hereby impose upon Bright Farms the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITIONS:** The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:

A. "Association" shall mean and refer to Bright Farms Homeowners Association.

B. "Bright Farms" shall mean and refer to all of the lots and property shown upon a plat of "Bright Farms Subdivision," prepared for the Developer and recorded in the ROD Office of Spartanburg County.

C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights which shall be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations, and Bylaws.

D. "Developer" shall mean and refer to Hearthstone Realty, Inc.



E. "Lot" of "Lots" shall mean and refer to any numbered parcel of land shown upon a plat of Bright Farms subdivision prepared for the Developer and recorded in the ROD Office of Spartanburg County.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Bright Farms Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 hereof.

2. SINGLE FAMILY RESIDENTIAL USE: No lot shall be use except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height, and , if approved in advance in writing, a private detached garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.

3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots that that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. After Developer has conveyed all the lots, adjoining owners may adjust their boundary lines without additional approval provided that under no circumstances shall a new lot be created by such adjustment.

4. MINIMUM HEATED AREA: Each dwelling shall have at least two (2) bathrooms and no less than Twelve hundred (1200) square feet of heated floor area and a double garage. The heated floor area required by this paragraph shall not include basements, porches, verandahs, breezeways, terraces and garages.

5. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of a lot than the setback line (s) shown for such lots on the plat referred to in the deed to such lots from Developer, nor nearer than five (5) feet to any side property line. Furthermore, no such above ground improvements shall be built within twenty (20) feet of the rear property line and, in the case of a corner lot, within ten (10) feet of the side street right-of-way. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. APPROVAL OF BUILDING PLANS-SPECIAL CONDITIONS:

A. No building or structure, whether it is a dwelling, garage, fence or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location and specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be purely upon aesthetic reasons in sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including grassing all of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The minimum pitch for the roof of each dwelling or other approved structure shall be 6/12.

D. All garages must have a door installed.

7. BUILDING MATERIALS: Exterior finishes to be Brick, Stone, Stucco, Wood or Vinyl. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby style/storage building unless the exterior of the same is faced with brick, stone, stucco, wood or vinyl or some other material approved by Developer or its nominee.

8. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes, including typical double-wide mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot unless approved by Developer or its nominee.

9. REQUIREMENTS FOR DRIVEWAYS: All driveways shall be constructed of either asphalt paving, concrete or other material approved by Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing such damage to the satisfaction of the Developer.

10. DEVELOPERS DISCLAIMER: DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED

TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

11. GENERAL EASEMENTS: Developer reserves an easement five (5) feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Bright Farms Subdivision. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets be installed underground to any dwelling or other structure located upon a lot.
12. SEWAGE: All sewage shall be disposed of in septic tank approved in writing by the local officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same.
13. FENCING: No fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Subject to the Developer's approval, wire, metal or wooden fencing may be permitted on a lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6) feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.
14. BUSINESS ACTIVITIES PROHIBITED: No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products, services or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of hand-crafted items for occasional off premises sale.
15. NUISANCES AND OFFENSIVE ACTIVITIES: No nuisance or other noxious, offensive, unsightly activity or condition shall be conducted or allowed to exist on any lot or adjoining street or streets.
16. PARKING OF VEHICLES: No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicle.
17. PORTABLE OR METAL BUILDINGS PROHIBITED: Portable buildings, metal storage buildings or other similar off site constructed storage buildings are prohibited to be placed or remain on any lot unless approved by Developer or Association.

18. SWING SETS AND BASKETBALL GOALS: Swing sets, sandboxes, gym sets and any other similar devices or structures primarily for children's enjoyment must be located behind the rear corners of the dwelling, Basketball goals, both portable and permanent, must be located behind the front edge of the house.

19. NO TEMPORARY RESIDENCES: no garages or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

20. ANIMALS: No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animal shall be kept on any lot at any time, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. The owners shall abide by all laws and regulations relating to keeping pets.

21. TRASH RECEPTACLES: All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view.

22. CLOTHESLINES: Clothesline and poles may be installed on the rear portion of a lot away from the street if they are not visible from a street.

23. SCREENING OF YARD EQUIPMENT: Lawn mowers or other lawn maintenance equipment shall be kept in a screened area or an enclosed area so as to not be visible from any street or adjoining property unless approved by Developer or Association.

24. TELEVISION ANTENNA AND SATELLITE DISHES: No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or Association. The Developer reserves the right to formulate and require specific rules and regulations for such items and/or approve same on a case-by-case basis. Developer will approve satellite dishes which are eighteen (18) inches or smaller in diameter but the location of each one requires the written approval of Developer or Association. No device will be attached to the front of the dwelling.

25. COMPLETION OF IMPROVEMENTS: All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

26. COVENANTS OF GOOD APPEARANCE AND REPAIR: Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free from debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to

pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 38.1. THE DEVELOPER, THE ASSOCIATION OR ANY OTHER RESPECTIVE DIRECTORS, OFFICERS AGENTS, EMPLOYEES OR OTHER MEMBER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

27. SIGNS: no signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty (30) inches by thirty (30) inches in size, provided, however, the Developer shall have the right to use additional signs for development of the property. Any provisions herein expressly providing for identifying signs for the subdivision take precedence over this paragraph.

28. STREET LIGHTING: If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association.

29. MAINTENANCE OF STREET RIGHT-OF-WAY: The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

30. FUEL TANKS: All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control: whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth. Propane tanks for gas logs must be in back of house or screened from street.

31. FIREWORKS: Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.

32. SWIMMING POOLS: No swimming pool may be constructed and placed on any lot within Bright Farms Subdivision until the location and design of said pool including fencing and landscaping is approved in writing by the Developer or Homeowners Association.

33. MAIL RECEPTACLES: All mail boxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each Owner has the responsibility of keeping same in good repair and appearance.

34. TEMPORARY SALES OFFICE: The Developer or its agent shall have the right to place or erect a temporary sales office on any lot in the development for the purpose of marketing.

35. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

A. Membership: Every person or entity who is a record owner of a fee simple or undivided fee interest in any Lot which is subject by covenants of record to assessment by the

Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting rights: The Association shall have two (2) classes of voting membership as follows:

Class A: Class A members shall be all those owners defined in paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by paragraph 1. When more than one person hold such interest or interests in any such Lot, all such persons shall be members, and the Vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal to the vote outstanding in Class B membership; or
- (b) January 1, 2020.

36. PROPERTY RIGHTS IN COMMON PROPERTIES:

A. Creation of Lien and Personal Obligation of Assessments: The Developer for each lot owned by it within Bright Farms hereby covenants and each owner of any Lot by acceptance of a deed to a Lot within Bright Farms, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (1) Expenses for the maintenance, upkeep and improvement of the Common Properties.
- (2) Payment for services in connection with the maintenance, upkeep and improvements of the Common Properties, including utilities, taxes, water usage and other reasonable and necessary expenses.
- (3) Maintenance, upkeep, repair and/or replacement of the sprinkler system within the Common Properties.
- (4) For the payment of services for any street lighting undertaken and accepted by the Association.
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs identifying the subdivision, containing street names or other safety signs, if any.
- (6) For any other purpose, cost or expense, including management fees reasonably related to the performance of any duty or responsibility to the Association as

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determined by the Board of Directors of said Association in accordance with the Bylaws or these restrictions.

**C. Basis and Maximum of Annual Assessment:** There will be no annual assessments until the year beginning January 1, 2006. For the year beginning January 1, 2006 the annual assessment shall be One Hundred (\$100.00) Dollars per Lot. Beginning January 1, 2007, the annual adjustment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount or higher amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not effect the Developers voting rights in the Association.

**D. Special Assessment for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**E. Change in Basis and Maximum of Annual Assessment:** Subject to the limitations in paragraph 38C above, and for the periods therein specified, the Association may change the maximum and basis of assessments fixed by paragraph 38C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**F. Quorum of any Action Authorized Under Paragraph 38D and 38E:** The quorum required for any action respecting assessments authorized by paragraph 38D and 38E hereof shall be the Members present at a meeting duly called and convened pursuant to paragraphs 38D and 38E hereof.

**G. Date of Commencement of Annual Assessments; Due Dates:** The annual assessments provided herein shall commence January 1 of each year. The annual assessments provided herein shall begin and become due January 1, 2006 and on January of each year thereafter. Prior to January 1, 2006, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any such special assessment under paragraph 38D hereof shall be fixed in the resolution authorizing such assessment. At the initial closing of the lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

**H. Duties of the Board of Directors:** The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall

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 upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of the Association: If the assessments are not paid on the dates when due (being the dates specified in paragraphs 3&G above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate of one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE-18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same on an action to foreclose the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

J. Lien of Assessments in Subordinate to Recorded Mortgages: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

K. Collection of Maintenance Assessments: It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including those that have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protective covenants, the Developer's representative, presently Hinson Management, Inc. located at P.O. Box 160207, Boiling Springs, SC 29316, 864-599-9019, should be contacted, to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-ration to those assessments that should be collected at the time of sale.

37. ENFORCEMENT BY HOMEOWNERS ASSOCIATION: Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.



WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 36 of these declarations require owners to pay annual and special assessments and further details the procedure to establish the amount of these assessments, change the amount of these assessments, due dates, quorums, duties of the Board relating to these assessments, and collection requirements of these assessments, and

WHEREAS Paragraphs 36E, 36F, 36G, and 36I of the afore mentioned declarations where misprinted and reference Paragraph 38 which has no bearing on these requirements,

NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in those paragraphs previously mentioned the reference to Paragraph 38 will actually reference Paragraph 36.

APPROVED

Date: 01/10/10

President: *[Signature]*

Secretary: *[Signature]*

WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 1G of these declarations defines the word "Member" for the purpose of these declarations, and,

WHEREAS Sections 1G of the afore mentioned declarations where misprinted and reference Paragraph 36 which has no bearing on this definition,

NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in the Paragraph previously mentioned the reference to Paragraph 36 will actually reference Paragraph 35.

APPROVED

Date: 01/10/10

President: *C. A. W. C.*

Secretary: *Anna Henderson*

WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 26 of these declarations details the standard for maintenance on all properties within the community and further explains a self help remedy available to the Bright Farms Home Owners Association including the method of collecting the full cost of such remedy, and,

WHEREAS Paragraph 26 of the afore mentioned declarations were misprinted and reference Paragraph 38I which has no bearing on this process,

NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in the Paragraph previously mentioned the reference to Paragraph 38I will actually reference Paragraph 36L

APPROVED

Date: 01/10/10

President: C. Swill

Secretary: Anna S. Henderson

38. DELEGATION OF DEVELOPER'S RIGHTS: All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Develop may assign and /or delegate all or any part of such reserved rights to the Association.

39. TERMS OF ENFORCEMENT AND AMENDMENTS: The covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until October 1, 2040, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Bright Farms agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owing at least two-thirds (2/3) of the Lots in Bright Farms. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

40. EFFECT OF COVENANTS AND ENFORCEMENT:

A. Effect of Provisions of These Covenants: Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Bright Farms do promise, covenant and undertake to comply with each provision of these Covenants, which provisions are:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.

C. Against Whom May the Covenants be Enforced: The obligation and benefits prescribed by this Instrument shall run with the property and shall be enforceable against any

owner, his heirs, successors and assigns, and any other person whose activities bear a relation to the property, including guest and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.

D. Enforcement Remedied: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to the covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

41. MISCELLANEOUS

A. No Waiver: Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions: The captions and headings in the instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorizations: All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its Bylaws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions: When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender and the singular, the plural and visa versa, and words used in the present tense shall include the future tense.

E. Savings Clause: If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the 5 day of July, 2005.

Hearthstone Realty, Inc.

  
\_\_\_\_\_

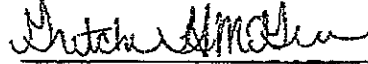
By:   
Its: PRESIDENT

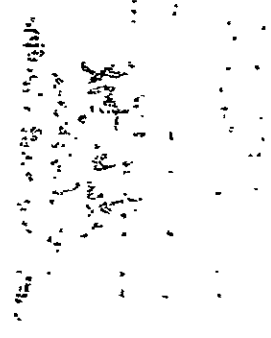
  
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STATE OF SOUTH CAROLINA }  
  }  
COUNTY OF SPARTANBURG }

ACKNOWLEDGEMENT

I, am undersigned Notary Public for the State and County aforesaid, certify that the within named Developer personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 5 day of July, 2005.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: 11/14/2006



WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 36 of these declarations require owners to pay annual and special assessments and further details the procedure to establish the amount of these assessments, change the amount of these assessments, due dates, quorums, duties of the Board relating to these assessments, and collection requirements of these assessments, and

WHEREAS Paragraphs 36E, 36F, 36G, and 36I of the afore mentioned declarations where misprinted and reference Paragraph 38 which has no bearing on these requirements,

NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in those paragraphs previously mentioned the reference to Paragraph 38 will actually reference Paragraph 36.

APPROVED

Date: 01/10/10

President: *C. Avila*

Secretary: *Anna J. Henderson*

WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 1G of these declarations defines the word "Member" for the purpose of these declarations, and,

WHEREAS Sections 1G of the afore mentioned declarations where misprinted and reference Paragraph 36 which has no bearing on this definition,

NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in the Paragraph previously mentioned the reference to Paragraph 36 will actually reference Paragraph 35.

APPROVED

Date: 01/10/10

President: *[Signature]*

Secretary: *[Signature]*



WHEREAS the Bright Farms community has a Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded at the Spartanburg County Register of Deeds Office in Deed Book 83-K on Page 122 and a Declaration of Protective Covenants, Conditions, Restrictions and Easements for Phase 2 recorded at the Spartanburg County Register of Deeds Office in Deed Book 89-D on Page 786 which establishes Bright Farms as a Home Owners Association and,

WHEREAS Paragraph 26 of these declarations details the standard for maintenance on all properties within the community and further explains a self help remedy available to the Bright Farms Home Owners Association including the method of collecting the full cost of such remedy, and,

WHEREAS Paragraph 26 of the afore mentioned declarations were misprinted and reference Paragraph 38I which has no bearing on this process,

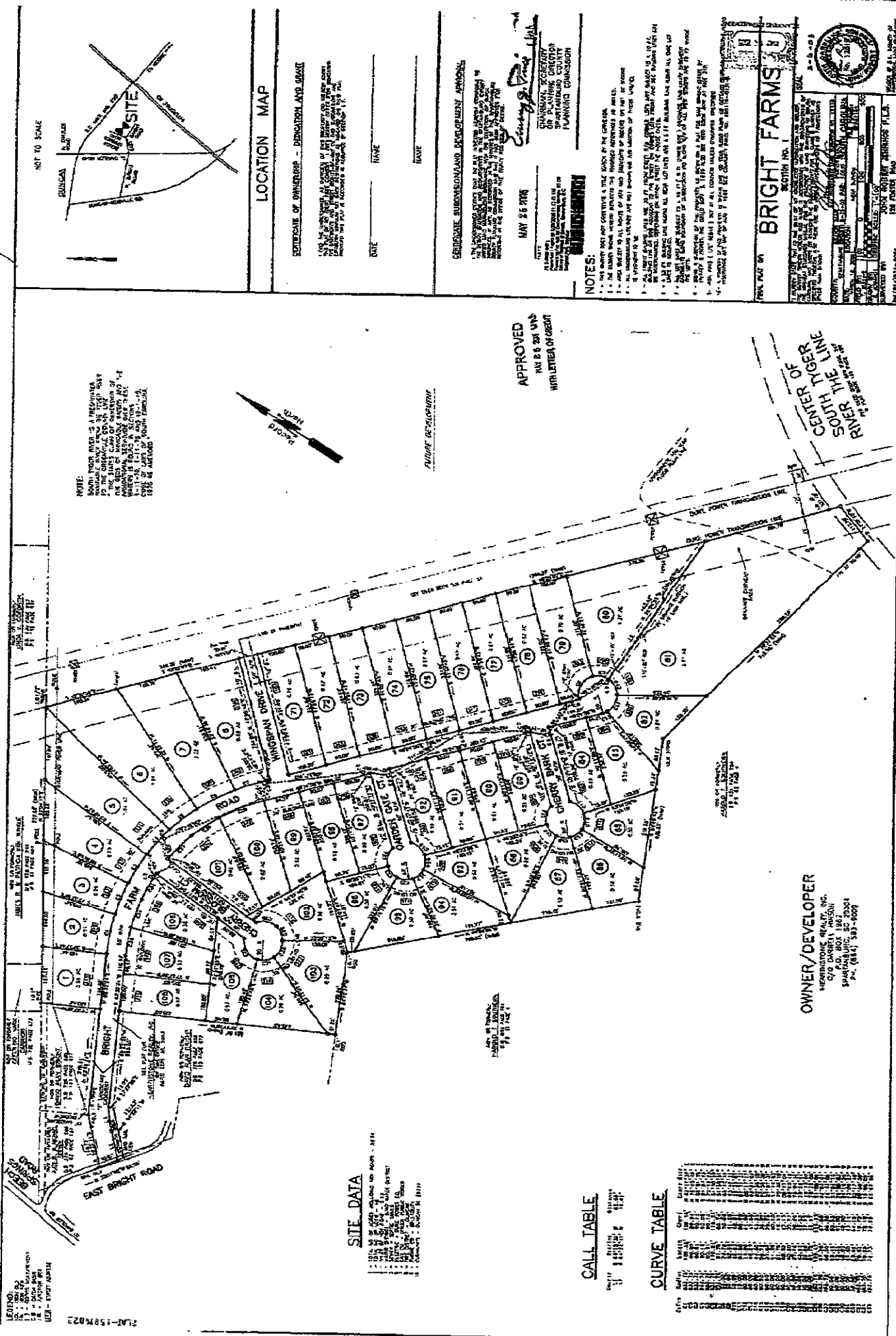
NOW, THEREFORE, BE IT RESOLVED THAT in the Bright Farms Declaration of Protective Covenants, Conditions, Restrictions, and Easements for all phases it will be understood that in the Paragraph previously mentioned the reference to Paragraph 38I will actually reference Paragraph 36I.

APPROVED

Date: 01/10/10

President: *C. Sewell*

Secretary: *Anna S. Henderson*



**NOTE:**  
 SOUTH TIGER RIVER IS A RESERVE  
 TO THE ORIGINAL 200 AC. LOT 100  
 AND THE FIRST 100 AC. OF LOT 101  
 AND THE FIRST 100 AC. OF LOT 102  
 AND THE FIRST 100 AC. OF LOT 103  
 AND THE FIRST 100 AC. OF LOT 104  
 AND THE FIRST 100 AC. OF LOT 105  
 AND THE FIRST 100 AC. OF LOT 106  
 AND THE FIRST 100 AC. OF LOT 107  
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 AND THE FIRST 100 AC. OF LOT 115  
 AND THE FIRST 100 AC. OF LOT 116  
 AND THE FIRST 100 AC. OF LOT 117  
 AND THE FIRST 100 AC. OF LOT 118  
 AND THE FIRST 100 AC. OF LOT 119  
 AND THE FIRST 100 AC. OF LOT 120

**SITE DATA**

- 1. 200 AC. OF LOT 100
- 2. 200 AC. OF LOT 101
- 3. 200 AC. OF LOT 102
- 4. 200 AC. OF LOT 103
- 5. 200 AC. OF LOT 104
- 6. 200 AC. OF LOT 105
- 7. 200 AC. OF LOT 106
- 8. 200 AC. OF LOT 107
- 9. 200 AC. OF LOT 108
- 10. 200 AC. OF LOT 109
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- 12. 200 AC. OF LOT 111
- 13. 200 AC. OF LOT 112
- 14. 200 AC. OF LOT 113
- 15. 200 AC. OF LOT 114
- 16. 200 AC. OF LOT 115
- 17. 200 AC. OF LOT 116
- 18. 200 AC. OF LOT 117
- 19. 200 AC. OF LOT 118
- 20. 200 AC. OF LOT 119
- 21. 200 AC. OF LOT 120

**CALL TABLE**

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**CURVE TABLE**

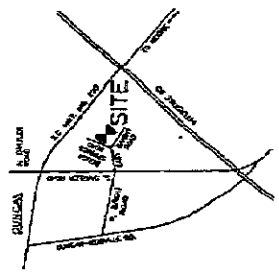
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**OWNER/DEVELOPER**

BRIGHT FARMS, INC.  
 100 EAST BRIGHT ROAD  
 BRIGHT, MISSISSIPPI 38824  
 TEL. (601) 393-1000

**APPROVED**  
 MAY 28 2013  
 WITH LETTER OF COMMENT

NOT TO SCALE



**LOCATION MAP**

SECTION OF OVERSEER - DEMONSTRATION AND GRADE

THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION. THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION.

DATE \_\_\_\_\_ NAME \_\_\_\_\_

DATE \_\_\_\_\_ NAME \_\_\_\_\_

GENERAL SUPERVISOR AND PROJECT MANAGER

THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION. THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION.

MAY 28 2013

STATE SECRETARY OF PLANNING DIRECTOR MISSISSIPPI PLANNING COMMISSION

**NOTES:**

1. THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION.
2. THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION.
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10. THE OVERSEER IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION AND IS A MEMBER OF THE MISSISSIPPI PLANNING COMMISSION.

**BRIGHT FARMS**

SECTION No. 1



JOHN ROBERT ANDRUS P.L.L.C.  
 100 EAST BRIGHT ROAD  
 BRIGHT, MISSISSIPPI 38824  
 TEL. (601) 393-1000

**PROPERTY IMPROVEMENT REQUEST**  
**BRIGHT FARMS HOMEOWNERS ASSOCIATION**  
**REQUEST FOR BUILDING/LAND CHANGES**  
**EMAIL:vincent@rentalsbyrmi.com**

**All improvements, additions or changes must be approved in writing before work begins. MUST BE SUBMITTED 30 DAYS AHEAD** of scheduled work to Board of Directors

DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ Email: \_\_\_\_\_

I would like to make the following change (s) to the community property of Bright Farms:

\_\_\_\_\_

DETAILED SPECIFICATIONS OF PROPOSED CHANGE (S) - (Included dimensions, roof and roof pitch, siding, brick, wood, and materials to be used, etc. which means any change.) A Sketch, picture, diagram or blueprint must be attached, all work must conform to the conditions contained in the protective covenants specifically (paragraph 6A-D and 7).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WORK TO BE PERFORMED BY: \_\_\_\_\_

1. I accept full responsibility for the proper installation in accord with the description above, and agree not to pay the contractor until work is fully completed and inspected by the Board of Directors and/or the Managing Agent if so designated.
2. **I accept full responsibility for maintenance of this addition to full satisfaction of the Board of Directors for the lifetime of the change.**
3. **In case my property is sold, I agree to notify the purchaser that maintenance of this change will be their responsibility and not that of the Association.**
4. If the Bright Farms Association Board of Directors determines that this addition has not been constructed according to plans submitted, I agree, if instructed by the Board, to restore the property to its original state at my (owner) expense. I would be offered the opportunity to appear before the Board of Directors prior to such an order.
5. I agree that no work will begin prior to approval by the Board of Directors on this proposed change and that the Board be given a minimum of thirty (30) days to render its decision.
6. Building materials must be the proper color scheme and materials specified by the neighborhood Covenants, Conditions, and Restrictions. For landscaping describe any plant or tree types and location.
7. On a copy of your survey, indicate the location (setback and building lines) and dimensions.

I AGREE TO ALL OF THE ABOVE.

\_\_\_\_\_  
Owner's Signature

BOARD ACTION:

DATE: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

DISAPPROVAL: \_\_\_\_\_

BY: \_\_\_\_\_