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Timothy J. Hanney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE) BYLAWS OF BETHEL GREENE
) HOMEOWNERS ASSOCIATION, INC.,
) AN ELEEMOSYNARY CORPORATION

ARTICLE I.

NAME AND LOCATION

The name of this corporation shall be "Bethel Greene Homeowners Association, Inc." (hereinafter referred to as the "Association"). The initial principal office of the Association shall be located at P.O. Box 294, Simpsonville, South Carolina 29681.

ARTICLE II.

PURPOSE OF ASSOCIATION

Section 1. The Association is organized for the following purposes.

(a) To improve and care for Common Areas, recreational facilities and other property in Bethel Greene Subdivision (hereinafter referred to as the "Subdivision") consistent with the restrictive covenants affecting said subdivision, and to collect payment of assessments consistent with Article X of the Bylaws and Article IV of the restrictive covenants.

(b) To perform such of the following services as the Association shall deem appropriate:

(1) For the payment of the necessary expenses for the operation of the Association.

(2) For installation, maintenance, operational expenses and costs associated with street lighting.

(3) For maintenance of any vacant and untended lot

or unkept improved lot.

(4) For improving, cleaning and maintaining any common area within the Subdivision and the twenty (20') foot beautification strips shown on the subdivision plat of survey.

(5) For maintenance of any recreation facilities for the specific benefit of the property owners in the Subdivision.

(6) For payment of the necessary expenses incident to the enforcement of all recorded restrictive covenants applicable to the Subdivision.

(7) For payment of taxes and assessments, if any, that may be levied by any applicable public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the Subdivision.

(8) For such other incidental purposes as in the opinion of the Board of Directors and officers of the Association may be necessary for the general benefit of the Subdivision.

Section 2. This Association is neither organized for nor shall be operated for pecuniary gain or profit, and it shall have no capital stock.

ARTICLE III.

DEFINITIONS

Section 1. "Association shall mean and refer to Bethel Greene Homeowners Association, Inc., its successors and assigns.

Section 2. "Subdivision" shall mean and refer to all of that certain real property known as Bethel Greene Subdivision and identified on that certain plat recorded in the RMC Office for Greenville County in Plat Book 16-E at Page 40.

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

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

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Subdivision.

Section 6. "Restrictive Covenants" shall mean and refer to the Restrictive Covenants for the Subdivision recorded in the RMC Office for Greenville County in Deed Book 1349 at Page 135.

Section 7. "Member" shall mean and refer to those persons and/or entities entitled to membership as provided hereafter in Article IV of these Bylaws and Article IV of said Restrictive Covenants, provided that each Lot shall be deemed to be represented by a single "Member" for voting purposes as set forth hereinafter.

ARTICLE IV.

MEMBERSHIP

Every person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the above referenced Restrictive Covenants shall be a Member of the Association. There

shall be only one class of membership and such Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot, and further, no fractional vote shall be cast with respect to any Lot.

ARTICLE V.

VOTING RIGHTS AND QUORUM

Section 1. Ownership of a Lot shall entitle the Owner(s) thereof to one vote on all Association matters, irrespective of the actual number of Owners of such Lot.

Section 2. Except as otherwise provided herein, thirty (30%) percent of the eligible Members voting in person or by proxy shall constitute a quorum for the transaction of business at a meeting of the Members held after due notice. If the required quorum is not present, another meeting may be called by the President or any two other officers subject to the same requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. 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 prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by a

Member of his property in the Subdivision or after twelve (12) months, whichever occurs first.

Section 4. Robert's Rules of Order shall be the final authority on all parliamentary proceedings, and except as otherwise provided herein, all matters shall be decided by a majority vote of those present in person or by proxy at any meeting. The official order of business at all meetings shall be as follows: (1) call to order; (2) reading of minutes; (3) report of Treasurer; (4) reading of communications; (5) report of committees; (6) unfinished business; (7) new business; (8) adjournment.

ARTICLE VI.

MEETINGS

Section 1. An annual meeting of the Members shall be held within eighteen (18) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the third Sunday in February of each year thereafter, at the hour of 4:00 o'clock, p.m., at a location to be announced.

Section 2. Special meeting of the Members may be called upon due notice by the Board of Directors or upon the written request of one-fourth (1/4) of the Members who are entitled to vote.

Section 3. Notice to members of meetings shall be in writing, mailed/delivered, postage prepaid, to the last known address of each member, not less than fifteen (15) days before the date of such meeting. Said notice shall specify the time, date and place of the meeting, and, in the case of a special meeting, the

purpose thereof. The notice of annual meeting shall include the proposed budget for the ensuing year and the prior year's expenditures, the proposed dues and other assessments necessary to meet the budget, the proposed slate of officers for the coming year, and any other proper business which the Board of Directors shall bring before the membership. Personal attendance at such meeting by a Member shall be deemed a waiver of notice and consent to the action taken at any meeting before or after the meeting as provided by law.

ARTICLE VII.

GOVERNMENT

Section 1. The Association shall be governed by a Board of Directors, five (5) in number, each of whom shall serve until his or her successor is elected as provided in these Bylaws. No more than one (1) representative of any single membership may serve as a director of the Association at any given time.

Section 2. Annually, a Nominating Committee, composed of at least three (3) Members, shall be appointed by the current Board of Directors to draft an election slate. In addition, nominations will be accepted from the floor. Initially, the membership shall elect three (3) directors for a term of one (1) year, and two (2) directors for a term of two (2) years. At each subsequent annual meeting thereafter, the membership shall elect two (2) or three (3) directors, as the case may be, for a term of two (2) years. At the same time, the membership shall elect such additional directors as may be required to serve out the unexpired term of a vacancy or

vacancies then existing on the Board.

Section 3. Any Member of the Board of Directors may be removed at a duly held meeting by a fifty-one (51%) percent vote of the total membership of the Association at that time. When any director shall have three (3) consecutive unexcused absences from the meeting of the Board of Directors, his office as director may be declared vacant by a majority vote of the Board. Any director who shall cease to hold membership in the Association automatically shall cease to be a member of the Board of Directors.

ARTICLE VIII.

BOARD OF DIRECTORS

Section 1. Consistent with these Bylaws, the Board of Directors shall:

(a) Transact all Association business and make and amend rules and regulations for the use of Association property. It may appoint and remove such officers, clerks, agents, servants or employees as it may deem necessary and may fix their duties and compensation.

(b) Fix, impose and remit penalties for violations of these Bylaws and rules of the Association.

(c) Elect from the Board of Directors a President, Vice President, Secretary and Treasurer.

(d) Fill any vacancy in the membership of the Board of Directors to serve until the next annual meeting at which time such Director(s) as may be required to serve out the unexpired term of a vacancy(ies) will be elected by the membership of the

Association.

Section 2. The Board of Directors shall elect one or more financial institutions to act as depositories of the funds of the Association and shall determine the manner of receiving, depositing and distributing the funds of the Association and the form of checks to be used.

Section 3. Nothing in these Bylaws shall be construed to permit the Board of Directors to borrow or pledge the credit of the Association or sell or transfer all or any part of the assets of the Association without the specific approval of a minimum of sixty-five (65%) percent of the total membership of the Association at that time and voting at a duly held meeting.

Section 4. The Board of Directors shall hold its annual meeting each year as soon as possible, but within thirty (30) days following the annual meeting of the membership. Thereafter, the Board shall meet at its convenience, but not less than quarterly, or on call of the President, or upon five (5) days' written notice given by a majority of the Board to each individual director. At all Board of Directors' meetings, a quorum shall consist of three-fifths (3/5) of the Members of the Board, and a majority of such quorum may decide any questions that may come before the meeting.

ARTICLE IX.

OFFICERS

Section 1. The officers of this Association shall be a President, Vice President, Secretary and Treasurer; and if deemed necessary by the Board of Directors, an Assistant Secretary and an

Assistant Treasurer. The President, Vice President, Secretary and Treasurer shall be elected annually by the Board of Directors from its membership and shall hold office until the end of the next annual meeting of the Board. The Assistant Secretary and Assistant Treasurer shall be appointed by the Board of Directors and hold office at its pleasure.

Section 2. The President shall preside at the meetings of the Association and of the Board of Directors. The President shall be the executive head of the Association and shall appoint, subject to confirmation by the Board of Directors, all standing committees, designating the chairman thereof, and all special committees as may be directed. The President or his delegated board member shall be, ex-officio, a member of all committees.

Section 3. The Vice President, in the absence or disability of the President, shall act in the President's stead.

Section 4. The Treasurer shall attend to keeping the accounts of the Association, collecting its revenues and paying all its bill as approved by the Board of Directors, or other agency authorized by the Board to incur them. The Treasurer shall sign all checks, provided that such checks shall also be signed by the President or the Vice President. The Treasurer shall deposit funds of the Association in the name of the Association in such depository as is authorized by the Board. The Treasurer shall be custodian of the funds and books of the Association, shall prepare annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, shall

keep an active record of all dues paying Members, send annual bills and send overdue bill notices when necessary. However, the funds and books shall at all times be under the supervision of the Board of Directors and subject to its inspection and control. At the expiration of the term of office, the Treasurer shall deliver to the successor all books and funds. The Treasurer shall perform such other duties pertaining to this office as may be asked of the Treasurer by the Board. In the absence of a Treasurer, all books, funds and duties of this position shall be assumed by the President.

Section 5. The Secretary shall send out notices of meetings of the Association and of the Board of Directors, shall keep the minutes and attend to the correspondence pertaining to the office of Secretary, shall be the custodian of the corporate seal, membership book, minute book and papers of the Association, and shall perform all duties pertaining to the office of Secretary as may be requested by the Board of Directors. At the expiration of the term of office, the Secretary shall deliver to the successor all documents pertaining to the Association.

Section 6. The Assistant Secretary and Assistant Treasurer shall perform such duties as may be assigned them by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE X.

ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the

recreation, health, safety and welfare of the residents in the Subdivision, for the improvement and maintenance of the Common Area, and for providing these services enumerated in Article II of these Bylaws.

Section 2. Maximum Annual Assessment.

(a) For the first year of incorporation, the maximum annual assessment shall be One Hundred Fifty and 00/100 (\$150.00) Dollars per Lot.

(b) Thereafter, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year.

(c) The maximum annual assessment may be increased annually above ten (10%) percent by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments. In the event the Board of Directors shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved Lot, the Board shall be empowered to levy a special assessment applicable to that Lot, but only in an amount equal to any sum or sums which had to be expended for that purpose.

Section 4. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected not more frequently than on a monthly basis or less frequently than

on an annual basis. Any such special assessment, or annual dues payment, which are not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the rate of fourteen (14%) percent per annum; however, if this rate exceeds the maximum rate of interest which is allowed to be charged in accordance with the usury laws of the State of South Carolina for such accounts, then at such maximum rate allowed to be charged. Nonpayment of dues as specified shall bar a Member from voting privileges.

Section 5. The dues dates and method of collection shall be established by the Board of Directors.

Section 6. Insurance. The Board of Directors shall have the authority to obtain a broad form public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses covered by the annual assessment. All such insurance coverage shall be written in the name of the Association.

ARTICLE XI.

AMENDMENTS OF BYLAWS

These Bylaws may be amended at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy.

ARTICLE XII.

RESOLUTION OF CONFLICTS

In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall control; and in the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

ARTICLE XIII.

DISSOLUTION

Section 1. The Association may be dissolved with the assent given in writing by not less than three-fourths (3/4) of the Members of the Association, at a meeting held after due notice thereof.

Section 2. Upon dissolution of the Association other than incident to merger or consolidation, the assets of the Association shall be dedicated to the Owners as tenants in common or appropriate public agency to be used for purposes similar to those for which the Association was created. In the event a public dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, we, being all of the Directors and officers of the Bethel Greene Homeowners Association, Inc., have hereunto set our hands and seals this 27th day of January, 1992.

BETHEL GREENE HOMEOWNERS ASSOCIATION, INC.

In the presence of:

Marilyn W. Bugmann

By: Lyle B...

Director

By: Leverdyf Gregory

Director

By: Kelly Cunningham

Director

By: Danell R. Brewer

Director

By: F. E. Bullock

Director

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Directors and officers of Bethel Greene Homeowners Association, Inc. sign, seal and as their act and deed, deliver the within written Bylaws of Bethel Greene Homeowners Association, Inc., an Eleemosynary Corporation for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.

Marilyn W. Bugmann
Witness

SWORN and SUBSCRIBED to before
me this 27 day of JAN, 1992

[Signature]
Notary Public of South Carolina

My Commission Expires: Dec 17 95

ARCHITECTURAL COMMITTEE

FENCE GUIDELINES

All fences must be approved by the Bethel Greene Homeowners Association Architectural Committee. Fence style/design, location, height, materials and color for a fence located on the outside boundary bordering Bethel Road and Apple Blossom Drive has been selected and approved, no other selection will be acceptable. The following is to be used as a guideline for fences inside Bethel Greene and the final approval remains the responsibility of the Architectural Committee. This selection is detailed below. All requests for Architectural Committee approval must include:

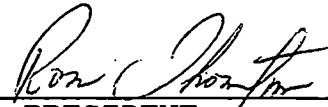
- STYLE/DESIGN (sketch)
 - PROPOSED LOCATION (sketch)
 - FENCE HEIGHT
 - FENCE MATERIALS, COLOR
- 1) Style/design must complement the surroundings where it is to be located.
 - 2) Proposed location must complement the surroundings.
 - 3) Fence height in the backyard must not exceed 6 feet in height. Front yard fences are not desirable, but if approved must not exceed 4 feet in height from the building set back to the front lot line.
 - 4) Fence materials should be wood or brick. Color must complement the surroundings. Materials such as wire, chain link or concrete block will not be allowed.



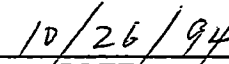
ARCHITECTURAL COMMITTEE



DATE



PRESIDENT



DATE

ARCHITECTURAL COMMITTEE

STORAGE/PLAYHOUSE STRUCTURE GUIDELINES

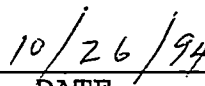
All outside structures, whether they are used for storage or playhouses must be approved by the Bethel Greene Homeowners Association Architectural Committee. The following is to be used as a guideline for outside structures and the final approval remains the responsibility of the Architectural Committee. All requests for Architectural Committee approval must include:

- EXTERIOR DESIGN (sketch)
 - PROPOSED LOCATION (sketch)
 - STRUCTURE SIZE (WIDTH, LENGTH and HEIGHT)
 - SIDING (MATERIALS, COLOR)
 - ROOFING (MATERIALS, COLOR)
 - WIRING
- 1) Exterior design must complement the surroundings where it is to be located. Storage building floor level must not exceed 24 inches above ground level and playhouse floor level must not exceed 8 feet above ground level.
 - 2) Proposed location should not be within 10 feet of the rear or side lot line and cannot be located in the front yard. Corner lots should locate structures as remote as possible.
 - 3) Building size should not exceed 10'w x 10'l x 9'h. Structures exceeding this size are not considered a storage/playhouse structures and are not covered under these guidelines. Complete building plans must be submitted for larger structures.
 - 4) Exterior materials should be wood, vinyl or brick. Color must complement the surroundings. Materials such as steel, aluminum, tin or concrete block will not be allowed.
 - 5) Roofing materials should be wood or asphalt/fiberglass shingles. Color must complement the surroundings. Materials such as steel, tin, aluminum, plastic or corrugated fiberglass will not be allowed.
 - 6) Wiring must be underground.


ARCHITECTURAL COMMITTEE


DATE


PRESIDENT


DATE

ARCHITECTURAL COMMITTEE

SATELLITE DISH GUIDELINES

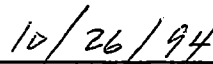
All exterior satellite dishes must be approved by the Bethel Greene Homeowners Association Architectural Committee. The following is to be used as a guideline for satellite dishes and the final approval remains the responsibility of the Architectural Committee. All requests for Architectural Committee approval must include:

- DESIGN/STYLE (sketch)
 - PROPOSED LOCATION (sketch)
 - DISH (CIRCUMFERENCE, HEIGHT and COLOR)
 - MOUNTING (MATERIALS, COLOR)
 - SCREENING (MATERIALS, COLOR)
- 1) Design/Style must complement the surroundings where it is to be located.
 - 2) Proposed location should be as remote as possible, not be within 10 feet of the rear or side lot line and cannot be located in the front yard.
 - 3) Dish size allowed will be determined by the Architectural Committee based on suitable location.
 - 4) Mounting materials and color must complement the surroundings. Wiring must be underground.
 - 5) Screening may be required and will be determined by the Architectural Committee. Screening materials and color must complement the surroundings.


ARCHITECTURAL COMMITTEE


DATE


PRESIDENT


DATE

ARCHITECTURAL COMMITTEE

SWIMMING POOL GUIDELINES

All swimming pools (above ground and in ground) must be approved by the Bethel Greene Homeowners Association Architectural Committee. Kiddie pools less than 8 feet in diameter and a depth of less than 2 feet are not required to be approved by the Architectural Committee. Hot tubs and spas that are placed on existing patios, decks or porches are not required to be approved by the Architectural Committee. The following is to be used as a guideline for swimming pools and the final approval remains the responsibility of the Architectural Committee. All requests for Architectural Committee approval must include:

- DESIGN/STYLE (sketch)
 - PROPOSED LOCATION (sketch)
 - POOL SIZE (WIDTH, LENGTH, DEPTH and HEIGHT)
 - DECKING (MATERIALS, COLOR)
 - POOL PROTECTION (FENCE, MATERIALS, COLOR)
 - DRAINAGE
- 1) Design/Style must complement the surroundings where it is to be located. Above ground pools are not desirable, however location and approved pool screening may allow approval of above ground pool installation.
 - 2) Proposed location may not be within 10 feet of the rear or side lot line and cannot be located in the front yard.
 - 3) Pool size, maximum allowed will be determined by the Architectural Committee based on suitable location.
 - 4) Decking materials and color must complement the surroundings.
 - 5) Pool protection is required and must complement the surroundings.
 - 6) Provisions for pool drainage.



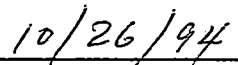
ARCHITECTURAL COMMITTEE



DATE



PRESIDENT



DATE

Bethel Greene Subdivision

Architectural Specification

Structure:

Fences bordering on Bethel Road, Apple Blossom Lane, or Bethel Greene Court.
Lots 1 and 21 thru 32.

Specification:

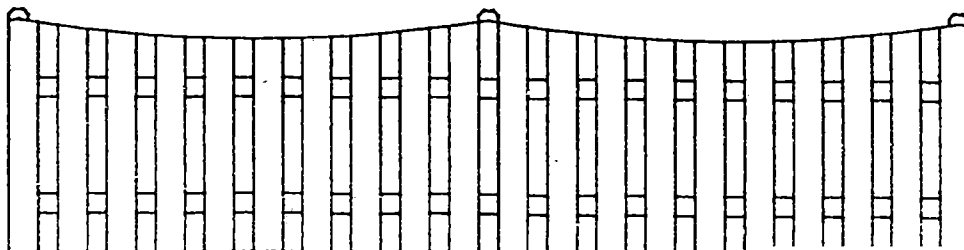
Height:	4 Feet
Material:	1' x 6' Treated Pine
Style:	Overlap shadow box with scalloped top (see below) Set with minimum clearance at bottom Following contour of ground No gates exiting to roadside
Finish:	Natural color

Placement:

Fence should be placed on top of berm.

Exceptions:

Lot 1 and Lot 30 will have the option of a 6 feet high fence of the same style as above. This is necessary because of the location of the fence on these properties will not be on the berm.



Bethel Greene Architectural Control Committee / Review Request

Homeowner: _____

Lot #: _____

Street Address: _____

Phone #: (home) _____ (work) _____

Category of Improvement

Check one or more categories:

Landscaping _____

Fencing _____

Structure _____

Playground Equip. _____

Other _____

Checklist / Items you will need to proceed with ARB Review:

Please refer to covenants regarding your request

_____ Site Plan (included in your closing documents)

_____ Grading / Landscape Plan

_____ Locate house, easements, & improvements on site plan

_____ Include photo, brochure, or sketch of improvement

_____ Clear, concise written description

_____ Material listing (including colors, etc)

_____ Fence type

APPROVAL:

_____	ACC Member	_____	Date
_____	ACC Member	_____	Date
_____	ACC Member	_____	Date

DENIED:

_____	ACC Member	_____	Date
_____	ACC Member	_____	Date
_____	ACC Member	_____	Date

Notes: _____

Response to inquiry within 30 days