

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS by Bankers Development Co., Inc., organized and existing in accordance with the laws of the State of South Carolina, hereinafter referred to as "DECLARANT".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that certain tract of land in the County of Greenville, State of South Carolina, which is identified as Bethel Greene Subdivision, on plat thereof, prepared by Freeland - Clinkscales, Inc., date November 15, 1988, recorded in the RMC Office for Greenville County in Plat Book 16-E at Page 40, entitled "Bethel Greene Subdivision".

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against the property described above for the purpose of protecting the value and desirability of said property and to accomplish the systematic, uniform and harmonious development of said property into a subdivision; that the covenants, conditions and restrictions hereinafter set forth shall run with the real property described above and be binding upon all parties having any right, title to interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof until January 1, 2000 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of two-thirds of the then Owners of the lots into which the property described above shall have been developed, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided however, for each lot, there shall be only one vote in the event legal title thereto shall be held jointly or otherwise.

If the undersigned, its successors or assigns, or any property Owner of any lot into which the property described above should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues or such violations, or in the event of the failure to secure the necessary

approval as set forth in Article III, to require the removal of any non approved building or improvement, as appropriate.

In validation of any of these covenants, conditions or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

# ARTICLE 1: USES PERMITTED AND PROHIBITED

(1) All lots shall be exclusively used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential structure not to exceed three stories in height, and a double garage attached or detached for private passenger automobiles, unless otherwise approved by the architectural committee and which shall have been approved for qualification of workmanship and materials, harmony of external design with main structure and as to location with respect to topography and finished grade elevation.

(2) No trailer, mobile home, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer, modular home or mobile home shall be placed on any lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be neatly stored and positioned so as to be inconspicuous.

(3) No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle shall be parked in subdivision temporarily or permanently.

(4) Animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that cats, dogs, rabbits, hamsters or caged birds may be kept, if properly restrained, in reasonable number as pets for the pleasure of the occupants.

(5) Property Owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where traffic hazards may be created.

(6) In addition to other easements as are shown on the recorded subdivision plat, a five-foot easement and a ten-foot easement is reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and telephone installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid

five-foot easement and ten-foot easement shall apply only with respect to the exterior lines of such consolidated lot. Declarant specifically reserves the right to grant specific easements to any entity or organization, public or private, to provide any of the utility services listed herein at any time following the date hereof until any specific lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

(7) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, set-back line and directional facing of said building as determined by the Declarant.

(8) The total area of all driveways shall be paved by plant mix concrete or asphalt.

#### ARTICLE II: SET BACK, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front line or nearer to the side street line than the building set back line shown on the recorded plat. Any such building shall face toward the front line of the lot except that buildings to be construed on corner lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance, as determined by applicable building codes.

(2) Any detached building, other than the one intended to be used as a residence shall be approved as provided in Article III and placed no nearer than 10 feet to any side or rear lot line.

(3) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than four feet; however, upon review and approval by the Architectural Committee, placement and height of any wall, fence or hedge may be altered.

(4) No lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 1,650 square feet of heated floor space exclusive of porches, garages and breezeways. In computing the square footage of any split-level or a story-and-a-half residence or any residence having a basement which is finished and

heated, one-half credit shall be given for the area above or below the ground floor with a minimum of 1,650 square feet on ground floor. No two-story residence shall be erected containing less than 1,800 square feet of heated floor space on the first floor and second floor combined, exclusive of porches, garages and breezeways. Exceptions to these limitations may be granted by the Architectural Committee if in the opinion of the committee the proposed residence would be keeping with the overall concept of the subdivision.

### ARTICLE III: APPROVAL OF PLANS AND CONSTRUCTION

(1) The Architectural Committee shall be composed of the Officers of Bankers Development Co., Inc.

For the purposes of these restrictions the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) The Architectural Committee shall have the right to refuse to approve any plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already construed.

(4) Prior to the commencement of any construction, each owner shall submit to Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

- a) front, rear and side elevations
- b) Floor plan
- c) the area of heated floor space
- d) exterior building material to include manufacturer, color and texture
- e) exterior trim color
- f) roofing material and color
- g) estimated completion dates of all construction and improvements
- h) special treatment required to alleviate problems anticipated due to changes to topography.

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The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee or Bankers Development Co., Inc., P.O. Box 6603, Greenville, South Carolina, 29606. One complete set shall be retained by Architectural Committee and the second complete set shall be returned to the applicant, with Architectural Committee's approval or disapproval clearly noted thereon.

(5) In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

(6) The Architectural Committee is authorized to approve or ratify in the construction of alteration of any building violations of the Set Back, Location and Size of Improvements provisions of these restrictions if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

(7) All construction by any Owner shall be performed by a licensed contractor or licensed builder.

(8) Once construction is started, each Owner shall be responsible for insuring that such work proceeds at orderly and timely pace, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted.

(9) The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

#### ARTICLE IV: ASSOCIATION OF OWNERS

(1) At the initial closing of each lot sold by the Developer, each purchaser shall pay the sum of \$100.00 to be held in escrow by the Developer. The monies shall be used for installation, maintenance and costs associated with street lighting and for other purposes for the betterment of the subdivision at such time as Bethel Greene Homeowners Association shall be organized and the Board of Directors duly elected and qualified, the monies collected hereunder and remaining on deposit with the developer, shall be transferred to the association to be administered by the association, together with other monies from dues and assessments, for the maintenance and operational expenses of street lighting and other expenses for the betterment of the subdivision which shall be exclusively the responsibility of the association.

(2) Upon the sale of 75% of the lots which are subject to these restrictions, all Owners including Declarant, shall organize Bethel Greene Homeowners Association, to be chartered as a corporation organized not for profit, in accordance with the laws of the State of South Carolina. Every person who is a record Owner of a fee or

undivided fee interest in any lot which is subject to these covenants shall be a member of the Association. There shall be only one class of membership and such members 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.

(3) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(4) The Homeowners Association shall be entitled to collect dues, on an annual basis, assessed against each lot in an amount to be determined by the Board of Directors. These dues shall be administered by the officers of the Association and used for the payment of necessary expenses for the operation of the Homeowners Association and for the maintenance of any vacant and untended lot or unkept improved lot and for the payment of any common utility expenses and for the maintenance of any property deeded to the Homeowners Association.

(5) In the event the Homeowners Association's Board of Directors and officers 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. 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 maximum rate of interest which is allowed to be charged in accordance with the usury laws of South Carolina for such accounts.

(6) The Declarant may expressly delegate and transfer to the Homeowners Association any rights, duties, and powers which Declarant has expressly reserved unto itself in these Covenants and Restrictions.

#### ARTICLE V: MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale may be placed on any such lot providing such sign is approved by the Architectural Committee.

(2) All residences shall have a standard letter size mailbox which is to be provided by the Owner. All boxes and posts shall be in good taste and kept in a good state of repair at all times.

(3) The removal of any trees in excess of 12" in diameter (dbh) will require

prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

(4) The property within this subdivision is hereby declared to be a wildlife sanctuary and any hunting, is hereby prohibited.

(5) The Owner(s) of each lot shall cause written notice to be delivered to Declarant upon conveyance of fee simple title to such lot.

(6) After the foundation for new construction has begun on any lot in the subdivision, the Owner shall have the work carried on continuously by a licensed builder without unnecessary delay, and shall have 12 months from the time the foundation has begun to complete the residence, landscape the yards and plant shrubbery.

(7) No satellite television dish will be approved except where type, size, screening, location have been approved by Architectural Committee.

(8) No above ground pool will be allowed on any lot without approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the

15<sup>th</sup> day of November, 1988.

IN THE PRESENCE:

Malinda C. Dufford  
Deborah Coleman  
Malinda C. Dufford  
Deborah Coleman

Bankers Development Co., Inc.

By: Samuel R. Brewer

Title: Pres

By: David W. Johnson

Title: Vice President

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

PROBATE

Personally appeared the undersigned witness who made oath that (s)he saw the within named Bankers Development Co., Inc., by its duly authorized officers, sign, seal and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this  
15<sup>th</sup> day of November  
 1988.

Deborah Coleman

Thomas C. Roker (SEAL)  
 Notary Public for South Carolina  
 My Commission Expires November 30, 1997

RECORDED JAN 4 1989 1:49 P.M.

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*(The following is a copy of the Bethel Greene Covenants as filed with Greenville County, South Carolina, which has been typeset for easier readability. Some corrections have been made to spelling and grammar. A facsimile of the legal document (signed and registered with Greenville County) follows this copy. The legal document is to be used for interpretation and reference if required by the Association or the individual property owner/renter.)*

#### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS by Bankers Development Co., Inc., organized and existing in accordance with the laws of the State of South Carolina, hereinafter referred to as "DECLARANT".

#### **WITNESSETH**

WHEREAS, Declarant is the owner of that certain tract of land in the County of Greenville, State of South Carolina, which is identified as Bethel Greene Subdivision, on plat thereof, prepared by Freeland-Clinscales, Inc. date November 15, 1988, recorded in the RMC Office for Greenville County in Plat Book 16-E at Page 40, entitled "Bethel Greene Subdivision".

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against the property described above for the purpose of protecting the value and desirability of said property and to accomplish the systematic, uniform and harmonious development of said property into a subdivision; that the covenants, conditions and restrictions hereinafter set forth shall run with the real property described above and be binding upon all parties having any right, title to interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof until January 1, 2000 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of then (10) years each unless, by vote of two-thirds of the then Owners of the lots into which property described above shall have been developed, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the even such vote shall take place, such vote shall be cast by the legal title holder of each individual lot, provided however, for each lot, there shall be only one vote in the even legal title thereof shall be jointly or otherwise.

If the undersigned, its successors or assigns, or any property Owner of any lot into which the property described above should violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent him or them from so doing, or to recover damages or dues or such violations, or in the event of the failure to secure the necessary approval as set forth in Article III, to require the removal of any non approved building or improvement, as appropriate,

In validation of any of these covenants, conditions or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### **ARTICLE I: USES PERMITTED AND PROHIBITED**

(1) All lots shall be exclusively used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential structure not to exceed three stories in height, and a double garage attached or detached for private passenger automobiles, unless otherwise approved by the architectural committee and which shall have been approved for qualification of workmanship and materials, harmony of external design with main structure and as to location with respect topography and finished grade elevation.



(2) No trailer, mobile home, tent, shack, garage, barn or other out-building erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer, modular home or mobile home shall be placed on any lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be neatly stored and positioned so as to be inconspicuous.

(3) No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle shall be parked in the subdivision temporarily or permanently.

(4) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that cats, dogs, rabbits, hamsters or caged birds may be kept, if properly restrained, in reasonable number as pets for the pleasure of the occupants.

(5) Property Owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where traffic hazards may be created.

(6) In addition to other easements as are shown on the recorded subdivision plat, a five-foot easement and a ten-foot easement are reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and telephone installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement and ten-foot easement shall apply only with respect to the exterior of such consolidated lot. Declarant specifically reserves the right to grant specific easements to any entity or organization, public or private, to provide any of the utility services listed herein at any time following the date hereof until any specific lot shall be conveyed to Declarant. The right is reserved to authorized the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

(7) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, set-back line and directional facing of said building as determined by the Declarant.

(8) The total area of all driveways shall be paved plant mix concrete or asphalt.

## ARTICLE II: SET BACK, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) No building shall be erected on any lot nearer to the front line or nearer to the side street line than the building set back line shown on the recorded plat. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance as determined by applicable building codes.

(2) Any detached building, other than the one intended to be used as a residence shall be approved as provided in Article III and placed no nearer than 10 feet to any side or rear lot line.

(3) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than four feet; however, upon review and

approval by the Architectural Committee, placement and height of any wall, fence or hedge may be altered.

(4) No lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it recut so as to make any building site smaller than is provided for herein.

(5) No one-story, split-level or story-and-a half residence shall be constructed containing less than 1,650 square feet of heated floor space exclusive of porches, garages and breezeways. In computing the square footage of any split-level or a story-and-a half residence or any residence having a basement which is finished and heated, one-half credit shall be given to the area above or below the ground floor with a minimum of 1,650 square feet on ground floor. No two-story residence shall be erected containing less than 1,800 square feet of heated floor space on the first floor and second floor combined, exclusive of porches, garages and breezeways. Exceptions to these limitations may be granted by the Architectural Committee if in the opinion of the committee the proposed residence would be keeping with overall concept of the subdivision.

### ARTICLE III: APPROVAL OF PLANS AND CONSTRUCTION

(1) The Architectural Committee shall be composed of the Officers of Bankers Development Co., Inc.\*

For the purposes of these restrictions the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural committee as to conformity and harmony of external design and consistence of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) The Architectural Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvement, the material of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed.

(4) Prior to the commencement of any construction, each owner shall submit the Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

- a) front, rear and side elevations
- b) Floor plan
- c) the area of heated floor space
- d) exterior building material to include manufacturer, color and texture
- e) exterior trim color
- f) roofing material and color
- g) estimated completion dates of all construction and improvements
- h) special treatment required to alleviate problems anticipated due to changes to topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee or Bankers Development Co., Inc., P.O. Box 6603, Greenville, South Carolina, 29606.\* One complete set shall be retained by Architectural Committee and the second complete set shall be returned to the applicant, with Architectural Committee's approval or disapproval clearly noted thereon.

(5) In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

(6) The Architectural Committee is authorized to approve or ratify in the construction of alteration of any building violations of the Set Back, Location, and Size of Improvements provisions of these restrictions if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

(7) All construction by any Owner shall be performed by a licensed contractor or licensed builder.

(8) Once construction is started, each Owner shall be responsible for insuring that such work proceeds at orderly and timely pace, with no stoppage of work for more than 14 consecutive days, acts of God excepted.

(9) The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

#### ARTICLE IV: ASSOCIATION OF OWNERS

(1) At the initial closing of each lot sold by the Developer, each purchaser shall pay the sum of \$100.00 to be held in escrow by the Developer. The monies shall be used for installation, maintenance, and costs associated with street lighting and for other purposes for the betterment of the subdivision at such time as Bethel Greene Homeowners Association shall be organized and the Board of Directors duly elected and qualified, the monies collected hereunder and remaining on deposit with the developer, shall be transferred to the association to be administered by the associations, together with other monies from dues and assessments, for the maintenance and operational expenses of street lighting and other expenses for the betterment of the subdivision which shall be exclusively the responsibility of the association.

(2) Upon the sale of 75% of the lots which are subject to these restrictions, all Owners including Declarant, shall organize Bethel Greene Homeowners Association, to be chartered as a corporation organized not for profit, in accordance with the laws of the State of South Carolina. Every person who is a record Owner of a fee or subdivided fee interest in any lot which is subject to these covenants shall be a member of the Association. There shall be only one class of membership and such members shall be entitled to one vote for each lot owned. When more than one person hold 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.

(3) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(4) The Homeowners Association shall be entitled to collect dues, on an annual basis, assessed against each lot in an amount to be determined by the Board of Directors. These dues shall be administered by the officers of the association and used for the payment of necessary expenses for the operation of the Homeowners Association and for the maintenance of any common utility expenses and for the maintenance of any property deeded to the Homeowners Association.

(5) In the event the Homeowners Association's Board of Directors and officers 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. 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 maximum rate of interest which is allowed to be charged in accordance with usury laws of South Carolina for such accounts.

(6) The Declarant may expressly delegate and transfer to the Homeowners Association any rights, duties, and powers which Declarant has expressly reserved unto itself in these Covenants and Restrictions. \*

#### ARTICLE V: MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering property for sale may be placed on any such lot providing such sign is approved by the Architectural Committee.

(2) All residences shall have a standard letter size mailbox which to be provided by the Owner. All boxes and posts shall be in good taste and kept in a good state of repair at all times.

(3) The removal of any trees in excess of 12" in diameter (DBH) will require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

(4) The property within this subdivision is hereby declared to be a wildlife sanctuary and any hunting is hereby prohibited.

(5) The Owner(s) of each lot shall cause written notice to be delivered to Declarant upon conveyance of fee simple title to such lot.

(6) After the foundation for new construction has begun on any lot in the subdivision, the Owner shall have the work carried on continuously by a licensed builder without unnecessary delay, and shall have 12 months from the time the foundation has begun to complete the residence, landscape the yards and plant shrubbery.

(7) No satellite television dish will be approved except where type, size, screening, location have been approved by Architectural Committee.

(8) No above ground pool will be allowed on any lot without approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 15th day of November, 1988.

*\*See the Amendment of February 2, 1995 for changes to these Covenants regarding the makeup, authority, and mailing address of the Architectural Committee.*

BOOK 1601 PAGE 517 ✓

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AMENDMENT TO RESTRICTIVE  
COVENANTS OF BETHEL GREENE

WHEREAS, Bankers Development Co., Inc. (Darrell R. Brewer and David A. Sizemore) on November 15, 1988 placed restrictive covenants on that certain tract of land in the County of Greenville, State of South Carolina which is identified as Bethel Greene Subdivision, on plat thereof, dated November 15, 1988 recorded in the RMC Office for Greenville County in Plat Book 16-E at Page 40, entitled "Bethel Greene Subdivision." Said Restrictive Covenants being duly recorded on January 4, 1989 in Deed Book 1349 at Page 135.

WHEREAS, the Declarant may assign all of its duties, powers, functions and approval authority which Declarant has expressly reserved unto itself in these covenants and restrictions to any assignee pursuant to Article III Section 9.

WHEREAS, the Declarant is agreeable to delegate and transfer all of its rights, duties and powers concerning the Architectural Committee to Bethel Greene Homeowners Association, Inc. pursuant to Article IV Section 6.

WHEREAS, the Declarant is agreeable to an amendment of the Restrictive Covenants as follows:

Article 3, Section 1 shall be amended to read as follows:

"(1) The Architectural Committee shall be composed of three (3) members from the Bethel Greene Homeowners Association, Inc. Each member shall have one (1) vote in all matters and a majority vote shall govern.

2-08 25.01

3 10.00

5-7

~~2-08 35.25~~~~3 12.00~~

BOOK 1601 PAGE 518

Article 3, Section 4 shall be amended to read as follows:

"(4) Prior to the commencement of any construction, each owner shall submit to Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

- a) front, rear and side elevations
- b) floor plan
- c) the area of heated floor space
- d) exterior building material to include manufacturer, color and texture
- e) exterior trim color
- f) roofing material and color
- g) estimated completion dates of all construction and improvements

h) special treatment required to alleviate problems anticipated due to changes to topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee or Bethel Greene Homeowners Association, Inc., Post Office Box 294, Simpsonville, South Carolina 29681. One complete set shall be retained by Architectural Committee and the second complete set shall be returned to the applicant, with Architectural Committee's approval or disapproval clearly noted thereon."

All other provisions of the restrictive covenants are hereby reaffirmed and accepted.

BOOK 1601 PAGE 519

In accordance with the authority vested in me as Declarant under Article III, Section 9 of the above referenced restrictive covenants, I, Darrell R. Brewer, do hereby assign and transfer all my duties, powers, functions and approval authority to Bethel Greene Homeowners Association, Inc.

In witness whereof the Declarant described herein hereby affix our hands and seals this 2 day of ~~November~~ <sup>February</sup>, ~~1994~~ <sup>1995</sup>.

J. Chris Brewer  
(Witness)

BANKERS DEVELOPMENT CO., INC.

By: Darrell R. Brewer  
Its: President

Richard D. Edmonds  
(Witness)

By: David Abigemon  
Its: Vice-President

J. Chris Brewer  
(Witness)

Richard D. Edmonds  
(Witness)

STATE OF SOUTH CAROLINA )

PROBATE FOR PRESIDENT

COUNTY OF GREENVILLE )

Personally appeared the undersigned witness and made oath that (s)he saw the within named party sign, seal and as his act and deed, deliver the within written Amendment to Restrictive Covenants and that (s) he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me February <sup>95</sup>  
this the 2 day of ~~November~~, 1994.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 09/30/2001

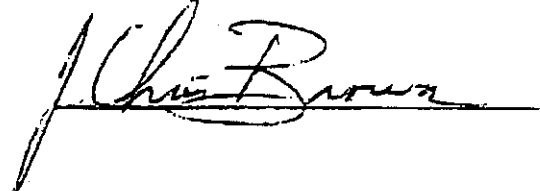
BOOK 1601 PAGE 520

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

PROBATE FOR VICE-PRESIDENT

Personally appeared the undersigned witness and made oath that (s)he saw the within named party sign, seal and as his act and deed, deliver the within written Amendment to Restrictive Covenants and that (s) he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me February 17 1995  
 this the 2 day of ~~November~~, 1994.



James J. L.  
 Notary Public for South Carolina  
 My Commission Expires: 12/30/2001

FILED FOR RECORD IN GREENVILLE  
 COUNTY SC RMC OFFICE AT 09:15 AM  
 02/02/95 RECORDED IN DEED  
 BOOK 1601 PAGE 0517  
 DOC # 95007400

Donna T. Ferrell

7400



BOOK 1601 PAGE 521

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

## AGREEMENT

Pursuant to Darrell R. Brewer amending the Restrictive Covenants for Bethel Greene Subdivision, recorded on January 4, 1989 in Deed Book 1349 at Page 135 and transferring all rights, duties, and powers in the Architectural Committee to Bethel Greene Homeowners Association, Inc., Bethel Greene Homeowners Association, Inc. agrees not to demand payment from Darrell R. Brewer of any outstanding or future assessments on any of the remaining lots owned by Darrell R. Brewer\* in Bethel Greene Subdivision.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Bethel Greene Homeowners Association, Inc., do hereby set our hands and seals this 17 day of November, 1994.

WITNESSETH:

BETHEL GREENE HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
Its: President

[Signature]  
(Witness)

[Signature]  
(Witness)

[Signature]  
(Witness)

[Signature]  
(Witness)

By: [Signature]  
Its: Secretary

\*and B&B Investments, a South Carolina Partnership

BOOK 1601 PAGE 522

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

## PROBATE FOR PRESIDENT

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named sign, seal, and as his free act and deed deliver the within instrument for the uses and purposes therein stated and that (s)he with the other witnesses subscribed above witnessed the execution thereof.

SWORN to before me this  
17 day of November, 1994.

[Signature] (SEAL)  
 Notary Public for South Carolina  
 My Commission expires 6/07/2000

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

## PROBATE FOR SECRETARY

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named sign, seal, and as his free act and deed deliver the within instrument for the uses and purposes therein stated and that (s)he with the other witnesses subscribed above witnessed the execution thereof.

SWORN to before me this  
17 day of November, 1994.

[Signature] (SEAL)  
 Notary Public for South Carolina  
 My Commission expires 6/07/2000

7399

FILED FOR RECORD IN GREENVILLE  
 COUNTY SC RMC OFFICE AT 09:47 AM  
 08/95 RECORDED IN DEED  
 BOOK 1601 PAGE 0521  
 DOC # 95007399

59

[Signature]

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 27<sup>th</sup> day of January, 1992.

BETHEL GREENE HOMEOWNERS ASSOCIATION, INC.

In the presence of:

Marilyn W. Burgess

By: Lyle Brown  
Director

By: Sherbyl 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. Burgess  
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