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STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
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**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
BENT RIVER**

Cross Reference: Original Declarations, Deed Book 86-N,
at Page 1.

THIS Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River is made and entered into this the 23 day of July, 2019.

WHEREAS, the original Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River were recorded on August 18, 2006, in Deed Book 86-N, at Page 1, and was amended at Deed Book 92-Z, at Page 268 in the Spartanburg County Register of Deeds (hereinafter collectively referred to as the "Original Declarations"); and

WHEREAS, pursuant to Section 40 of the Original Declaration, said instrument may be amended or changed upon written agreement of the Owners owning at least two-thirds (2/3) of the Lots in Bent River Subdivision; and

WHEREAS, in compliance with Section 40 of the Original Declarations no less than two-thirds (2/3) of the Owners of the Lots in Bent River Subdivision agreed in writing to amend the Declarations.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarations are hereby amended and restated as follows:

BENT RIVER SUBDIVISION was developed by RJF II Corporation (the "Developer") and its successors and assigns, as a residential community. These Declarations were enacted, and are hereby amended and restated for the purpose of providing for the preservation of values and amenities of said community and for the maintenance of common facilities, and to these ends, subjects all of the lots in Bent River Subdivision to these Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River (hereinafter the "Declarations") for the benefit of each and every Owner in the Bent River Subdivision.

On April 26, 2017, the Developer transferred, set over, and assigned all rights, powers, authority, and obligations reserved to the Developer in the Original Declarations to the Bent River Homeowners Association, Inc. (the "Association") and the Assignment of Rights and Obligations under Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River Subdivision was recorded on May 11, 2017, in Deed Book 115-T, at Page 570 of the Spartanburg County Register of Deeds.

ARTICLE I DEFINITIONS

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

A. **"Association"** shall mean and refer to Bent River Homeowners Association, Inc.

B. **"Subdivision"** shall mean and refer to all of the lots and property shown upon the plat entitled "Bent River" prepared by Gramling Brothers Surveying, Inc., dated: July 21, 2006 and recorded July 21, 2006 in Plat Book 160, at Page 142 in the Register of Deeds for Spartanburg County, South Carolina (the "Subdivision Plat") and upon any subsequent amendment to the Subdivision Plat and any subsequent plat of additional phases prepared for the Developer, recorded in the Office of the Register of Deeds for Spartanburg County and referenced in any amendment or modification to this instrument.

C. **"Common Properties"** shall mean and refer to any such areas so designated on the Subdivision Plat and to other landscaped areas within Bent River Subdivision, and shall include, but not be limited to, all street lights and other lighting, sprinkler systems, street signs, entrance signs, landscaping, water meters, parking areas, roads, walks, drives, malls, parks, and open areas located within such areas.

D. **"Developer"** shall mean and refer to RJF II Corporation.

E. **"Lot" or "lot"** shall mean and refer to any numbered parcel of land shown upon the Subdivision Plat prepared for the Developer, recorded in said Register's Office and referenced in this instrument or any amendment or modification thereto.

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 Bent River 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 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 Article III, Section 1 hereof.

H. **"Architectural Review Committee"** shall be a Committee consisting of a minimum of three (3) members and a maximum of five (5) members. The Committee members shall be Owners and shall be appointed at the first of each calendar year by the Board of Directors of the Association in accordance with the Association Bylaws.

ARTICLE II
USE OF PROPERTY, RESTRICTIONS, AND EASEMENTS

1. **Single Family Residential Use.** No lot shall be used except for private, single family residential purposes. Only one single family residence may be erected on any residential lot in the Subdivision.

2. **Subdivision of Lots.** Unless approved by the Architectural Review Committee, there shall be no combination and/or subdivision of any lot or lots which produce any lot or lots smaller in area than any of the original lots as shown on the Subdivision Plat. If the Architectural Review Committee is not in existence, then combinations and re-subdivisions, which do not create more lots than those shown on a recorded plat of the subdivision, which recorded plat contains a signature of at least one of the officers of the Developer or the Association, are permitted. In the event of the combination or the subdivision by the Association or by any Owner with permission of the Architectural Review Committee of one or more lots, the easements created hereby and referenced on applicable plats prior to the transaction shall exist on the resulting lots. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, take any grains of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

3. **Minimum Heated Area.** No family dwelling unit may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than one thousand four hundred (1400) square feet in the case of a one story or one thousand two hundred (1200) square feet on the ground level and five hundred (500) square feet on the upper level in the case of a two story. If a home is built with more than two stories then the same minimum square footage will apply to the first and second story and the Architectural Review Committee will have the discretion to set the minimum square footage for the third story. The Architectural Review Committee may grant a waiver of this requirement upon application and for good cause shown. All homes must have a minimum of a double (two car), attached garage.

4. **Building Setback Lines.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line of a lot than thirty feet (30'), nor nearer the side property lines of a lot than five feet (5'), nor nearer the rear property line of a lot than five feet (5'), which building setback lines are also referenced in the Subdivision Plat. 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 to any setback restrictions on a lot 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. Approval of Building Plans - Special Conditions.

A. No family dwelling unit, garage, carport, playhouse, fence, wall, swimming pool, solar panel(s), or other structure shall be commenced, erected or maintained in the Subdivision nor shall any exterior addition to any existing structure or change or alteration therein, nor shall any site work be done until a set of complete final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front elevation thereof, the name of the builder and/or landscaper have been submitted to, and approved in writing, by the Architectural Review Committee, its agents, successors or assigns, as to harmony of the exterior design and general quality in relation to the standards of the Subdivision, and as to location in relation to the surrounding structures and topography. One copy of the final plan and specifications will be retained if approved. The Architectural Review Committee may waive the submission of any plans. If the Architectural Review Committee fails to approve or disapprove such plans and specifications within thirty (30) days after receipt of written notice from the Owner that such plans and specifications have been submitted to it and approval requested, the Architectural Review Committee shall be deemed to have approved said plans and specifications, provided, however, that said plans must in all other respects comply with all other requirements set forth in these Declarations. Refusal to approve plans, specifications, builder, landscaper or location may be based upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Committee, or its agent, shall be deemed sufficient.

B. Basic landscaping must be performed: including at a minimum, plants, shrubs and trees at time of initial build.

C. All family dwellings must be constructed with brick, rock or vinyl on the entire exterior. A family dwelling may be built upon a basement, a crawlspace or a slab. The roofs of all family dwellings must have a pitch of no less than 6/12's. No house or pre-constructed portion of any house may be moved into the subdivision.

D. The established grade or lot is not to be raised by any individual so as to adversely affect an adjacent property Owner(s).

E. The front elevation of the dwelling house foundation must be a minimum of eight inches (8") above the finished grade of the front yard.

F. All garages shall be enclosed with a door or doors.

G. Solar Panels are permitted to be installed only in the backyard, on the rear roof of the residence, or on the rear roof of the garage.

H. Owners and builders should refer to septic tank layout before installing a pool, detached garage, or any other structure, to ensure sufficient room for original drain field or replacement drain field, should original drain field fail.

6. **Prohibited Building Materials.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone or some other material approved by the Architectural Review Committee or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure.

7. **Trailers and Mobile Homes Prohibited.** NO MANUFACTURED OR MODULAR HOME WILL BE ALLOWED WITHIN THE SUBDIVISION. Residential trailers, modular homes, and mobile homes, manufactured homes, including typical single, double, 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.

8. **Requirements for Driveways.** It shall be the responsibility of each Owner to keep his driveway in a reasonable state of repair. Driveways will be hard surfaced with concrete. All temporary driveways (during construction) must be graveled to prevent mud on the Subdivision streets.

9. **Developer's Disclaimer.** DEVELOPER (INCLUDING THE DEVELOPER IN ITS CAPACITY AS THE ARCHITECTURAL REVIEW BOARD), 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 OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATION, STANDARDS OR 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 A WARE 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 RESIDENTIAL CONSTRUCTION.

10. **General Easements.** The Developer reserves unto itself, its successors and assigns, the exclusive right to a perpetual, alienable, and assignable easement and right of way on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water, or other private or public convenience or utilities on, in, or over those areas as are shown or described on the Subdivision Plat. Further, the Developer may cut drainage ways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. All utilities and services

shall be placed underground and run from the property line or easement to the residence. In routing utilities and services from the easement to the front property line, no curb and gutter or pavement section may be cut or in any way damaged without approval of the Developer. Any damage done shall be repaired by the Owner, and Owner shall bear all cost and repair. No easement for utility or roadway purpose may be granted, constructed, used or operated within a strip of land two feet (2') from any property line without obtaining the prior written approval of the Developer.

11. Erosion Control. The Developer shall have the right to protect from erosion the land designated as areas upon which residential building shall take place by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by the Developer to protect against said erosion.

12. Antennas. Except as prohibited by law, including, without limitation, 47 U.S.C. § 303 NT, and related FCC Rules, 47 C.F.R. § 1.4000 (which limits, but does not entirely prohibit, control by the Association of the size and location of certain antennas and satellite dishes), no radio or television transmission or reception towers, or the like may be erected on any portion of a Lot except in preferred locations specified by the Board of Directors, in its sole discretion in a duly adopted resolution or other instrument, pursuant to these Declarations.

13. Fencing. No galvanized chain link fences are allowed in the Subdivision. Acceptable fencing materials are: black or green vinyl coated chain link, wrought iron, vinyl, or salt treated wood. All wood materials must be stained or sealed. No fence shall exceed six feet (6') 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 than thirty (30') feet from any street. Once fencing materials have been approved by the Architectural Review Committee, Owners must place four flags at the proposed fence corners and the Architectural Review Committee must approve the site location before any installation begins. The Owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even if approval of the fence or other improvements has been properly obtained.

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 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.

15. Nuisances and Offensive Activities. No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Owner or guest thereof in any neighborhood area or in the Subdivision as a whole. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkept conditions of buildings or grounds on the Owner's property which shall tend to substantially decrease the beauty of the neighborhood areas or the Subdivision as a whole. Should any unclean, unsightly, or unkept conditions or any noxious or

offensive activity be carried on upon any portion of the Subdivision, the Association or its duly appointed agent shall be entitled to enter upon the property of the Owner and to cure such defect. Except as otherwise permitted herein, no plants, animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners or the guests thereof may be maintained.

16. **Parking; Prohibited Vehicles.** No private vehicle of any sort shall be parked permanently on any street or roadway within the Subdivision. Owners shall be required to furnish adequate parking for their own vehicles within the confines of their property. Only vehicles bearing current license plates shall be parked or stored within public view from the street. No trucks over one (1) ton and no commercial vehicles are to be stored or parked on any street in the Subdivision, nor on any lot unless parked in the garage, except when such vehicles are making deliveries. However, nothing herein shall prevent Owners from keeping company vehicles or passenger vehicles with commercial lettering in their driveways. The driving of motorcycles and mini-bikes on the streets of the Subdivision or on lots shall be prohibited except driving of such motorcycles and mini-bikes to and from the entrance and the home of the Owner by the most direct street route. Go carts, four wheelers, ATVs or similar vehicles are prohibited on the streets of the Subdivision at all times.

17. **Parking of Trailers, Boats and Boat Trailers, and Recreational Vehicles.** Unless stored in a garage, cargo trailers, boats and boat trailers, camping trailers, and similar recreational vehicles shall be stored in the rear portion of the lot behind the rear line of the house. Trailers, camping trailers, and recreational vehicles shall be a maximum of thirty-five (35) feet in length. No camping trailer or recreational vehicle stored on a lot shall at any time be used as a temporary or permanent residence.

18. **Portable or Metal Building Prohibited.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are allowed, provided, however, that such buildings must be approved in writing by the Architectural Review Committee prior to placement or construction on a lot, which approval may be withheld by the Architectural Review Committee on such grounds as it deems appropriate.

19. **Swing Sets.** 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.

20. **No Temporary Structures.** No structure of a temporary character shall be placed upon any portion of a lot or the Subdivision at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any family dwelling unit, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, etc. may not at any time be used as temporary or permanent residences within the Subdivision.

21. **Animals.** The raising, breeding, or keeping of livestock or poultry of any kind is prohibited, although, this is not intended to nor shall it preclude the keeping of dogs, cats, or other household pets. All household pets shall be on a leash anytime they are off their premises. No livestock, poultry, or undomesticated animals shall be kept on any of the lots in the

Subdivision. No more than a total of four (4) household pets may be maintained on any Lot, unless specifically approved by the Board.

22. **Trash.** No trash, garbage, construction debris, or other unsightly or offensive material shall be placed upon any portion of the properties, except as is temporary and incidental to the bona fide improvement of said area of the properties.

23. **Clotheslines.** Clotheslines are not allowed in the Subdivision.

24. **No Hunting or Discharging Firearms.** Hunting of all wild animals, fowl, and game is hereby prohibited within the Subdivision, and the discharge of firearms within the Subdivision for any purpose shall not be allowed.

25. **Completion of Improvements.** The exterior of all houses and other structures, site work and sufficient landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strike, fire, national emergency or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed; provided, however, that Owner shall not be required to complete the finish work on the interior of his house within one (1) year after construction has commenced if such interior finish work is performed in whole or part by such Owner. Any further improvements constructed after the initial completion of a house on a Lot must be completed within six months of commencement.

26. **Covenant 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 Subdivision. 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 the 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 Article V hereof. **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.**

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 single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size; provided however, the Developer shall have the right to use additional signs for development of the Subdivision.

28. **Street Lighting**. The cost and expense of operation of street lighting shall be paid by the 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 must be located behind a residence or 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.

31. **Fireworks**. Unless carried out in conjunction with a supervised activity of the Association, shooting of fireworks of any kind, and the storage thereof, is prohibited, except on January 1 and July 4.

32. **Mail Receptacles**. All mailboxes and mailbox posts must be uniform in design and height. The Association will make arrangements for the design, and construction of the approved mailbox post. All mailboxes must then be purchased from an individual or company whom the Architectural Review Committee approves.

33. **Pools**. Above ground swimming pools and in ground swimming pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and set back requirements herein stated. All pools must be within a completely fenced rear yard or enclosed with a fence that is in compliance with the other provisions set forth herein. The design and location of any in-ground pool must be approved by the Architectural Review Committee in writing prior to the commencement of construction.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership**. Every person or entity who is a record Owner of a fee 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.

2. **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 Article I with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests 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 Member 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:

- (i) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or
- (ii) December 31, 2010.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Title to Common Properties. The Association shall retain the legal title to the Common Properties and shall maintain the same.

2. 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, walking trails, parks, or for identification signs for Bent River Subdivision. No other use or improvements are to be made to said real property without the express written permission of the Association, and the Association expressly reserves easement rights upon these parcels for installation of underground utilities. The Association may promulgate such rules and regulations regarding the terms and conditions of use of the Common Properties as it deems appropriate and may, in accordance with its bylaws, suspend the rights and easement of use, access and enjoyment to such Common Properties.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed to a lot within Bent River Subdivision, 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:

A. Annual assessments or charges to be set and adjusted from time to time by the Association as hereinafter provided; and

B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such

interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the lot Owners in Bent River Subdivision and in particular shall be used for the payment of costs and expenses including, but not limited to, the following:

A. Expenses for the maintenance, upkeep and improvement of the Common Properties.

B. 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.

C. Maintenance, upkeep repair and/or replacement of the sprinkler systems within the Common Properties.

D. For the payment of services for any street lighting undertaken and accepted by the Association.

E. For the payment of expenses related to the upkeep, maintenance and replacement of signs within Bent River Subdivision identifying the subdivision, containing street names or other safety signs, if any.

F. The procurement and maintenance of insurance in accordance with the Bylaws.

G. The costs associated with duties of the Architectural Review Committee, and any future committees appointed by the Board of Directors.

H. The provision of adequate reserves for the replacement of capital improvements or any other major expense for which the Association is responsible.

I. For any other purpose, cost or expenses 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 Bylaws and these Declarations.

3. **Basis and Maximum of Annual Assessments.** For the year beginning January 1, 2006, the annual assessment shall be \$250 per Lot. For future years, the annual assessment may be adjusted as herein provided, and, if not adjusted in such manner, shall remain the same as the preceding year. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, decrease the annual assessment for any year, or may increase the annual assessment by not more than five percent (5%) above the previous year's annual assessment without a vote of the Owners. The annual assessment may be increased above five percent (5%) of the annual assessment for the previous year only by an affirmative vote of Owners in accordance with Section 5, below. All Owners shall be

responsible for paying assessments (whether annual or special), regardless whether such Owner is a builder or resident and regardless whether such Owner constructs a home or maintains a vacant lot.

4. **Special Assessments 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 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 the 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.

5. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations in Section 3 above, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof, prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the 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.

6. **Quorum for Any Legal Action Authorized Under Sections 4 and 5 Above.** The quorum required for any action respecting assessments authorized under the foregoing Sections 4 and 5 of this Article V, shall be the Members present at a meeting duly called and convened pursuant to Sections 4 and Section 5 above.

7. **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein for each Lot shall become due and payable on January 1 of each year. The due date of any special assessment under Section 4 above shall be fixed in the resolution authorizing such assessment.

8. **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 of 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.

9. **Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the date specified in Section 7 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 on 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 of the then Owner to pay such assessments, however, shall remain his 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 the rate of one and one-half percent (1.5) 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 or 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 a reasonable attorney's fee and the costs of the action.

10. **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 affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the 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.

ARTICLE VI GENERAL PROVISIONS

1. **Enforcement by Homeowners Association.** The Association shall have standing to enforce the restrictions, covenants and obligations of this Declaration in the same manner and to the same extent as does any 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.

2. **Delegation of Developer's Rights.** All rights reserved unto the Developer herein have been assigned to the Association per the Assignment of Rights and Obligations as recorded in Book 115-T, Page 570 on May 11, 2017.

3. **Term of Enforcement and Amendments.** These Declarations shall be binding upon all current and future Owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2026, 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 Bent River Subdivision agree in writing to terminate or change same at any time after December 31, 2026. 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 Bent River Subdivision. Notwithstanding anything herein to the contrary, the Association, its successors and assigns, reserves the right to

waive, modify or change in writing, any of 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.

4. Effect and Enforcement.

A. Effect of Provisions of These Declarations. Each Owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Bent River Subdivision do promise, covenant and undertake to comply with each provision of these Declarations, which provisions:

i. shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Bent River Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

ii. 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 Association and all other Owners, their respective heirs, successors and assigns;

iii. shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Bent River Subdivision, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce Declarations. The benefits and burdens of these Declarations run with the land at law and in equity, and the Association, their respective successors and assigns, and any Owner, his/her 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 compliance with the terms and to prevent the violation or breach of the Declarations in any event.

C. Against Whom May the Declarations be Enforced. The obligation and benefits prescribed by these Declarations shall run with the property and shall be enforceable against any Owner, his or her 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 Declarations, the Association or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (i) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (ii) to restrain, correct or abate such violation, or breach of these Declarations; (iii) to prevent the occupancy of any dwelling or land; (iv) to prevent any act, conduct, business or use which is

in breach of these Declarations; (v) to compel any affirmative act which, pursuant to these Declarations, "shall", be performed; and (vi) to seek appropriate damages. 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 Declarations shall also be entitled to reasonable attorney fees against the other party. In the alternative, the Association may notify the offending Owner of the violation, and, if such violation is not ceased or corrected within 30 days, the Association may assess such Owner a reasonable fine as determined by the Board of Directors, until the violation has ceased or been corrected.

5. **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

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

7. **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 Bylaws, unless the terms of this instrument provide otherwise.

8. **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.

9. **Savings Clause.** If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgement 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, Bent River Homeowners Association, Inc., by and through the undersigned officers, duly authorized, has caused this Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River to be properly executed on the signature date(s) below (the "Execution Date").

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

Megan M. Beesley
(witness #1)
Kelli W. Medinun
(witness #2)

BENT RIVER HOMEOWNERS
ASSOCIATION, INC.

By: Carl Hall (L.S.)

Print Name: CARL HALL

Its: President

By: Leland W. Huffstutter (L.S.)

Print Name: Leland W. Huffstutter

Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, a Notary Public for the State of South Carolina, do hereby certify that Carl Hall and Leland W. Huffstutter, duly authorized officers of Bent River Homeowners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 23 day of July, 2019.

Susie M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10/29/25



BYLAWS OF

BENT RIVER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

These are the Bylaws of the **BENT RIVER HOMEOWNERS ASSOCIATION, INC.**, a South Carolina non-profit corporation (the "Association"). The principal office of the Association shall be located at 8499 Valley Falls Road, Boiling Springs, SC 29316, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II

DEFINITIONS

The capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River, dated August 16, 2006, and recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina in Book 86-N at Page 001 (as the same may be amended or modified from time to time, the "Declaration"). The Declaration is incorporated herein by this reference and made a part hereof.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to (i) enforce the Declaration, (ii) provide for maintenance, preservation, and architectural control of the Property described in Exhibit A to the Declaration, including the residential Lots, Common Areas, Areas of Common Responsibility, and

Areas of Extended Lot Owner Responsibility, and (iii) to promote the health, safety and welfare of the Owners within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the Common Area, Area of Common Responsibility, and Area of Extended Lot Owner Responsibility, as set forth in the Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes, and governmental charges levied or imposed against the Property;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Area, as determined advisable by the Board of Directors;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Area, as security for money borrowed or debts incurred; provided that any such borrowing of money, mortgage, pledge, deed in trust or hypothecation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present;

(e) Annex additional residential property and Common Area into the Community; provided that any such annexation shall have been approved by the affirmative vote of the holders

of not less than a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any such merger or consolidation shall have been approved by the affirmative vote of the holders of a majority of the votes of all Members of the Association;

(g) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;

(h) Designate, as set forth in these Bylaws and in the Declaration, or by amendment to these Bylaws, the neighborhoods to be under the authority and control of the Association pursuant to voting rights of the Members as established by the Declaration, these Bylaws, as amended, and the Board of Directors.

(i) Have and exercise any and all powers, rights, and privileges which a corporation organized under the South Carolina Nonprofit Corporation Act (S.C. Code Annotated §§ 33-31-101, *et seq.*) (the "Act") may now or hereafter have or exercise, including the right to enter into agreements with other associations and entities for the management and maintenance of the common areas of such associations or entities; and

(j) Maintain liability and hazard insurance on the Property to be procured by and in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina, and to enter into co-insurance or other cost sharing arrangements with other associations within or related to the Property.

ARTICLE IV

MEMBERSHIP; MEETINGS OF MEMBERS; VOTING

Section 4.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration.

Section 4.2 Annual Meetings. Annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday.

Section 4.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or as otherwise prescribed under the Act. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 4.4 Notice of Meetings.

(a) Written notice in English specifying the time, date and place of the meeting of the Members and, in the case of a special meeting, the purpose(s) for which the special meeting is called, shall be given by any fair and reasonable manner. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days (or if notice is mailed by other than first class or registered mail, at least thirty (30) days) and not more than sixty (60) days before such meeting date to each Member entitled to vote at the meeting addressed to the Members' address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable.

(b) The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be signed by the Member and

be delivered to the Association for inclusion in the minutes of the meeting; provided that the attendance by a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(c) Notwithstanding the foregoing, upon the unanimous vote of the Board of Directors, an emergency meeting may be called with twenty-four (24) hours' notice to those Members entitled to vote at such meeting, in the event an issue requires the immediate attention of the Members of the Association.

(d) If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (i) the new date, time, or place is announced at the meeting before adjournment; and (ii) the record date fixed pursuant to Section 4.10 for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board of Directors or as required under the Act).

Section 4.5 Quorum. The presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at any duly called and noticed meeting, the Members present at the meeting may, by majority vote, adjourn the meeting without further notice to a new date, time and place and the quorum requirement at such new meeting shall be reduced to five percent (5%) of the total votes of the Members of the Association. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally noticed meeting.

Section 4.6 Proxies. Votes may be cast in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact

and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it was issued is cast. A proxy shall automatically terminate and cease to be effective upon (i) the Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a written notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member prior to the proxy casting a vote.

Section 4.7 Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.8 Failure to Hold Meetings. The failure to hold an annual or regular meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.9 Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner to keep current with the Association, the name and address of the person authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive

notice and to vote shall be presented to the Association in the form of a certificate signed by all of the Owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 4.10 Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members' meeting; to vote at a Members' meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the Members occurs.

Section 4.11 Voting Requirements. Unless otherwise required in these Bylaws, the Declaration, the Articles of Incorporation, the Act or other applicable law, the affirmative vote of the holders of a majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present or represented, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 4.12 Action by Written or Electronic Ballot.

(a) Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter.

(b) A written or electronic ballot shall (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action.

(c) Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(d) All solicitations for votes by written or electronic ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted.

Section 4.13 Action by Written Consent. Any action required or permitted to be approved by the Members may be taken without a meeting if the action is approved by Members holding at least eighty percent (80%) of the votes of all Members of the Association. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the votes of all Members of the Association, and delivered to the Association for inclusion in the minutes or filing with the corporate records. Written notice of Member approval pursuant to this section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.1 Number & Types. The affairs of the Association shall be managed by a Board of Directors of not fewer than three (3) Directors. All Directors must be Resident Members in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 5.2 Term of Office. At the first annual meeting after the adoption of these Bylaws, the Members will elect three (3) Directors for terms of one (1) year in accordance with Section 6.2.

Section 5.3 Removal.

(a) Any Director(s) elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

(b) Any Director(s) who is a Member and who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

(c) In the event of the death, resignation, or removal of a Director, a successor shall be selected by majority vote of the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 5.4 Compensation. There shall be no compensation of Directors.

Section 5.5 Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by unanimous written consent of the Directors. The action must be taken by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Nomination for election for the Board of Directors shall be made by a nominating committee or as specified in guidelines set forth by the Board of

Directors. For purposes of the first annual meeting, the nominating committee, when created, shall consist of a chairman and at least two (2) additional Members of the Association. For purposes of any and all annual meetings other than the first annual meeting, at least one (1) member of the nominating committee shall be a Director. The nominating committee shall be appointed by the Board of Directors. Members of the nominating committee shall serve from the close of the annual meeting until the close of the next 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 fewer than the number of vacancies that are to be filled.

Section 6.2 Election. Unless agreed to otherwise by the affirmative vote of the holders of a majority of the votes of Members present or represented at a duly called meeting at which a quorum is present, election to the Board of Directors shall be by secret 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 these Bylaws and the Declaration. At each annual meeting, the Members shall elect three (3) Directors for a term of one (1) year each. The term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected or appointed. The nominee(s) receiving the largest number of votes shall be elected. If no nominees are nominated pursuant to these Bylaws, the Director(s) shall be appointed by the current Board of Directors. Cumulative voting (i.e., voting more than one (1) time for any Director), is not permitted under any circumstance.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 7.2 Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board of Directors. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

ARTICLE VIII

POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS

Section 8.1 Powers. The Board of Directors shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

(a) Adopt, amend and publish architectural guidelines for the Community and rules and regulations of the Association governing (i) the Community, Lots, the Common Area, as well as any facilities that may be placed or constructed thereon; (ii) the personal conduct of the

Members and their guests while within the Property; and (iii) the establishment of monetary fines as Assessments for the infraction thereof;

(b) Suspend the voting rights, the right to use the recreational facilities on the Common Areas, and the services provided by the Association, including without limitation architectural review services, of a Member during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the architectural guidelines, or the regulations;

(c) Exercise for the Association of all of the powers, duties, and authority vested in, reserved or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Director to be vacant in the event such Director (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so, or (ii) is not in good standing as a Member of the Association, including without limitation failure to pay any Assessments when due;

(e) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties;

(f) Levy Assessments and to collect from the Members all costs of collection, including but not limited to court costs and reasonable attorney fees, for all infractions of any regulations, the architectural guidelines, the Association's Declaration, Articles of Incorporation and/or these Bylaws;

(g) Grant easements or waivers to or enter into licenses with Lot Owners in the Community with respect to encroachments on the Common Area and other violations of the Declaration, architectural guidelines and regulations; and

(h) Delegate, in part or in whole, to any employee, agent, director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these Bylaws.

Section 8.2 Duties. It shall be the responsibility of the Board of Directors to:

(a) Comply with the requirements of the Act and these Bylaws regarding annual meetings;

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

(c) Perform such other duties as required by the Declaration, the Articles of Incorporation or the Bylaws;

(d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner(s) personally obligated to pay the same as provided in the Declaration, or both;

(e) 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. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states an assessment has been

paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;

(f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with an A.M. Best rating of AA or better (or an equivalent rating);

(g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;

(h) Cause the Common Area to be maintained.

Section 8.3 Requirements: The Board may, without a vote of the Members, initiate actions or proceedings: (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, architectural guidelines, or regulations; (b) initiated to challenge property taxation or condemnation proceedings; (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall be appointed from the then current Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 9.2 Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 9.3 Term. Officers of the Association shall be appointed annually by the Board of Directors, and each shall hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

Section 9.4 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

Section 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 9.4.

Section 9.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.

(b) Vice President. 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 of Directors.

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; if authorized by the Board of Directors to do so, shall sign all checks, promissory notes and other financial instruments of the Association; and keep proper books of accounts.

ARTICLE X

COMMITTEES AND ARCHITECTURAL REVIEW COMMITTEE

The Board of Directors by majority vote may appoint an architectural review committee for the community. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as

contemplated herein.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association, required to be made available to the Members by the Act, shall at all times, during reasonable business hours and by appointment, be subject to inspection at the office of the Association and/or copying by an Member upon compliance with the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. In lieu of inspection and at the option of the Association, it may provide copies of the requested books and records to the Member either electronically or by paper copies, at the Member's cost.

ARTICLE XII

FUNDS AND BONDS

Section 12.1 Payments and Depositories. All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expenses of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Articles of Incorporation and the Declaration. As Assessments are paid to the Association by any Owner of a Lot the same may be commingled with the Assessments paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors and in which the funds

of the Association shall be deposited. Withdrawal of funds from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 12.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendment by Members; Correction of Clerical Errors. Except as otherwise required herein, by the Articles of Incorporation, or by applicable State and/or Federal law, these Bylaws may be amended upon proposal of a majority of the Board of Directors and

the affirmative vote of the holders of a majority of a quorum present at a duly called meeting of the Members. Without limiting the foregoing, the Association shall, at any time and from time to time as the Board sees fit, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 14.2 Amendment by Board of Directors. In addition to any other right to amend as set out herein, the Board of Directors may amend and/or restate these Bylaws without the consent of the Owners, their mortgagees, or the Association in order to (1) designate, add, withdraw, or otherwise modify Neighborhoods or Neighborhood voting in the Community, or (2) add, subtract, or otherwise modify the number of Directors on the Board.

Section 14.3 Conflict with Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws or the Regulations, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration, the Regulations, and these Bylaws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

Section 15.1 In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 15.2 Subject to the right of the Board of Directors to set such date or to a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of

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

Section 15.3 The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 15.4 The Board shall interpret the terms of the Bylaws and its interpretation shall be final.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BENT RIVER HOMEOWNERS ASSOCIATION, INC.**

ADOPTION OF BYLAWS

The undersigned, being the Board of Directors of BENT RIVER HOMEOWNERS ASSOCIATION, INC. (the "Board" and the "Association," respectively), do hereby consent, agree, authorize and resolve that:

WHEREAS, RJF II Corporation (the "Developer") did file that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River, dated August 16, 2006, and recorded in the Office of the Register of Deeds for Spartanburg County in Deed Book 86-N at Page 001 establishing the Bent River Homeowners Association, Inc. (the "Association"); and

WHEREAS, the Association was incorporated as a nonprofit corporation under the laws of the State of South Carolina on February 2, 2007; and

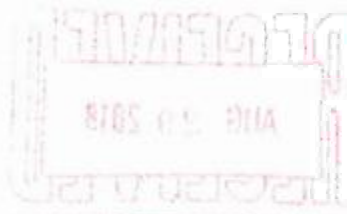
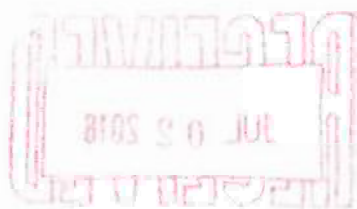
WHEREAS, the Developer did not establish Bylaws for the Association.

NOW THEREFORE, the Board hereby adopts the attached Bylaws to govern the regulation and management of the affairs of the Association.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument.

ADOPTED this 20th day of June, 2018.

By: Carl Hall
Print Name: CARL HALL
BENT RIVER HOA BOARD PRESIDENT
By: Mary Ann Fore
Print Name: MARY ANN FORE
Bent River HOA BOARD Sec/Treas.
By: _____
Print Name: _____





Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bent River Subdivision recorded with the Register of Mesne Conveyance Office for Spartanburg County August 6, 2019 in Deed Book 124-V at Page 559.

STATE OF SOUTH CAROLINA) ENFORCEMENT POLICY AND NON-COMPLIANCE
) ASSESSMENT SCHEDULE FOR BENT RIVER
 COUNTY OF SPARTANBURG) HOMEOWNERS ASSOCIATION, INC.

Introduction:

This Enforcement Policy and Non-Compliance Assessment Schedule is created by the Bent River Board of Directors ("Board") being empowered by the Covenants Conditions Restrictions and Easements of Bent River Subdivision ("Declaration") in order to provide an equitable and effective process to compel compliance with the Governing Documents.

Capitalized terms used in this document shall have the same meaning as the definitions in the Declaration, and should there be any conflicts between this Enforcement Policy and Non-Compliance Assessment Schedule and the Declaration, the Declaration shall control.

Enforcement Policy

Rules Violations shall be reported in writing to the management company or if no management company is in place to the Board. The complaint will be investigated as soon as possible. Additionally, Rules and Violations may be observed during routine inspections.

Notification

First Notice: Owner shall be provided written notice of the violation. The written notice shall describe the nature of the alleged violation and provide a time period within which the violation must be remedied.

Second Notice: If violation is not remedied within the timeframe referenced in the First Notice or reoccurs, Owner will be provide a second written notice of the violation. This notice shall notify the Owner of the continued violation and give the Owner proper time to resolve the violation before a Non-Compliance Assessment is imposed in accordance with the Non-Compliance Assessment Schedule.

Third Notice: If the violation is not remedied by the deadline provided in the Second Notice, a third written notice will be sent to the Owner informing them that the applicable Non-Compliance Assessment has been levied and inform them of a new timeline before an additional Non-Compliance Assessment is imposed.

Fourth Notice: If the violation is not remedied by the deadline provided in the Third Notice, a fourth written notification will be sent to the Owner information them that an additional Non-Compliance Assessment has been levied and a timeframe to remedy the violation.

In the event of non-compliance, continued Rules Violations may result in additional fines and legal action.

Bent River Subdivision HOA

NON-COMPLIANCE ASSESSMENTS*

ACTIONS THAT START AND STOP	First Non-Compliance	Second Non-Compliance	Third Non - Compliance
1 Personal use items (clotheslines, children's toys, etc)	\$25.00	\$50.00	\$100.00
2 Unapproved Parking of Cargo Trailers, Boats, Recreational Vehicles	\$25.00/day	\$25.00/day	\$25.00/day
3 Unapproved Fencing	\$25.00	\$50.00	\$100.00
4 Offensive Activities (fireworks, discharging of firearms)	\$25.00	\$50.00	\$100.00
5 Prohibited animals, Pets running at-large	\$25.00	\$50.00	\$100.00
6 Lack of good appearance or repair	\$25.00	\$50.00	\$100.00
7 Improper fuel tank location	\$25.00	\$50.00	\$100.00
8 Prohibited vehicle parking	\$25.00	\$50.00	\$100.00
9 Trash	\$25.00	\$50.00	\$100.00
10 Prohibited Signs	\$25.00	\$50.00	\$100.00
11 Non-compliance with Architectural Review Approvals (such as improper fence stain, unapproved fence location or style)	\$25.00	\$50.00	\$100.00

Simple (Observed) Verification

12 New Structures without ARC Review/Approval	\$100.00	\$250.00	\$500.00
13 Inoperable Vehicle/Parts Store on Lot/ disrepair/untagged	\$100.00	\$250.00	\$500.00

*Circumstances, determined by the Board of Directors, may only involve a Notice of Violation.

[SIGNATURE PAGE TO FOLLOW]