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622
Page 98-119
Quorum = 60%

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
BENT CREEK PLANTATION**

THIS DECLARATION made on the date hereinafter set forth by P & M, LLC, a South Carolina Limited Liability Company having an office in Greenville County, South Carolina, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spartanburg, State of South Carolina, which is more particularly described as follows:

All of that certain parcel of land shown on the plat prepared by Freeland & Associates, Inc., and entitled "Laurel Springs - Phase III at Bent Creek Plantation", recorded October 22, 1999 in Plat Book 146 at Page 161, in the RMC Office for Spartanburg County, South Carolina.

WHEREAS, it is the intent of the Declarant hereby to cause the property of Bent Creek Plantation, as described on the above referenced plat to be subjected to this Declaration of Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Bent Creek Home Owners Association, Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association at the time of the conveyance of the first Lot is described as follows:

All of that land designated "Recreation Area & Common Area" as shown on the plat entitled "Bent Creek Plantation, Survey for Recreation Area & Common Area" prepared by Freeland & Associates, Inc., recorded, October 30, 1998, in the RMC Office for Spartanburg County, South Carolina, in Plat Book 142, Page 928 provided, however, that any land designated as "Open Space" which is dedicated to public use on such plat and which is accepted for dedication by a public authority shall not be part of the Common Area.

Common Area shall also mean such property that from time to time is deeded to the Association in fee simple by Declarant.

SECTION 3. "Declarant" shall mean and refer to P & M, LLC as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

SECTION 4. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Bent Creek Plantation as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 7. "Non-Member User" shall mean and refer to any person who is not a Member of the Association for the use of the Recreational Facilities as set out in the By-Laws of the Association.

SECTION 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. "Plat" shall mean those certain plats, prepared by Freeland-Clinkscates & Associates, Inc., and entitled "Bent Creek Plantation, Phase One", recorded July 3, 1995, in Plat Book 129, at Page 885 in the RMC Office for Spartanburg County, South Carolina, as well as all future recorded plats, if any, describing those certain parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

SECTION 10. "Properties" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

SECTION 11. "Recreational Facilities" shall mean and refer to any clubhouse, tennis courts, swimming pool, playing fields, playgrounds and any other facilities designed for active recreational use, along with the parking areas on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities;

(b) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two thirds (2/3) of each class of members and has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by two thirds (2/3) of each class of members. Also, so long as there is Class B Membership, mortgage of any Common Area must also be approved by the U. S. Department of Veterans Affairs; and

(f) the right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or for any other purpose or reason. As long as there is Class B Membership, no such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by the U. S. Department of Veterans Affairs.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

SECTION 3. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's residence on its Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the Lease. All Leases of Lots shall be in writing. Other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) 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 they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each lot it owns as shown on the Plats for Bent Creek Plantation. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership

(b) on December 31, 2002; or

(c) when Declarant elects by notice to Association in writing to terminate its Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay (a) to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (b) to the appropriate governmental taxing authority: (i) a pro rata share of ad valorem taxes levied against the Common Area; and (ii) a pro rata share of assessments for public improvements to or for the benefit of the Common Area if the Association shall default in the payment of either or both for a period of six (6) months as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the

generality of the foregoing, paving and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until December 31, 1996, the maximum annual assessment shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot, and at Board's option, may be collected monthly, quarterly, semi-annually or annually.

(a) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any

construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. ←

SECTION 6. RATE OF ANNUAL ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis.

SECTION 7. DATE AND COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the conveyance of the Common Area. Provided however, notwithstanding anything herein to the contrary, the Declarant shall have the option each year of either (1) paying one hundred percent (100%) of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or (2) paying the greater amount of (a) twenty-five percent (25%) of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year (which annual assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or (b) such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The Declarant's obligation to pay assessment as stated herein shall create a lien against the Declarant's Lots in Bent Creek Plantation. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner subject thereto. In the event the Board of Directors shall fail to fix the amount of annual assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum or the highest rate allowed by law whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY THE ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner. This section shall not become applicable until Class B Membership ceases to exist.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. IMPROVEMENTS. No building, fence, wall or other structure or planting or landscaping shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including without limitation any plantings or landscape be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Architectural Control Committee"). Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by Spartanburg County and U. S. Department of Veterans Affairs. It is acceptable for the Board to assign various functions of the Architectural Control Committee to an outside architect or some other individual(s) the Board deems appropriate.

SECTION 2. PROCEDURES.

(a) Any person desiring to make any improvement, alteration or change described in Section 1 above shall submit the plans and specifications therefor, showing the nature, kind, shape, height, materials and location of the same, to the Board of Directors of the Association or the Architectural Control Committee which shall evaluate such plans and specifications in light of the purpose of this Article.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither the Declarant, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee.

Further, neither the Declarant, nor any member of the Architectural Control Committee shall be liable for damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Control Committee provided for in this Declaration. Every person who submits plans and specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against the Declarant, the Association, its board members or officers, or any member of the Architectural Control Committee, to recover any such damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any law which provides that a general Release does not extend to claims, demands, and causes of action not known at the time the Release is given.

ARTICLE VI

EXTERIOR MAINTENANCE

The Association shall maintain the Common Area. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot, as follows: Painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs, driveways, walks and other exterior improvements. In the event that the Owner neglects or fails to maintain his or her Lot and/or the exterior of his or her dwelling in a manner consistent with other Lots and dwellings in Bent Creek Plantation, the Association shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance or repair the Association intends to perform and the Owner shall have twenty (20) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. The determination as to whether an Owner has neglected or failed to maintain his or her Lot and/or dwelling in a manner consistent with other Lots and dwellings in Bent Creek Plantation shall be made by the Board of Directors of the Association, in its sole discretion. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Unkempt
Property

In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any builder of homes in Bent Creek Plantation approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Bent Creek Plantation; and provided, further that, to the extent allowed by applicable zoning laws, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

SECTION 2. SETBACKS AND BUILDING LINES. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction unless either a variance shall have been granted by Declarant or Declarant shall have amended the Plat. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable zoning ordinances and subdivision regulations.

SECTION 3. WALLS AND FENCES. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to Article V above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Chain link fences are prohibited.

SECTION 4. SUBDIVISION OF LOT. One or more Lots or parts thereof may be combined with adjacent Lots to form a single building Lot when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined and side line easements as shown on the plat shall be moved to follow the new side line so that the easement would run along the newly established side line.

SECTION 5. TERRACES, EAVES AND DETACHED GARAGES. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner.

SECTION 6. BUILDING REQUIREMENTS. The heated living areas of the main structure, including finished bonus areas, exclusive of open porches, porte cocheres, garages, carports and breezeways, shall be as follows:

- (a) Laurel Springs – Phases I & II - Not less than twelve hundred fifty (1250) square feet nor more than eighteen hundred fifty (1850) square feet.
- (b) Brookhaven - Not less than sixteen hundred (1600) square feet nor more than twenty-four hundred (2400) square feet.
- (c) Spring Hill - Not less than twenty-one hundred (2100) square feet.
- (d) Laurel Springs – Phases III & IV – Not less than eleven hundred fifty (1150) square feet nor more than two thousand two hundred (2200) square feet.

Provided Declarant received U. S. Department of Veterans Affairs Approval, Declarant reserves the right to decrease the foregoing minimum square footage requirement with respect to all or a portion of the additional land annexed to the Properties in accordance with Article X, Section 5, Subsection (b) by recording an instrument which sets forth the decreased minimum square footage requirement in the RMC Office for Spartanburg County, prior to or contemporaneous with the annexation of such additional land or portion thereof by Declarant. Increases in the minimum square footage requirement shall not require U. S. Department of Veterans Affairs approval.

SECTION 7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS. No part of any structure nor the lower branches of trees or other vegetation shall be permitted to obstruct the view at street intersections.

SECTION 8. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

SECTION 9. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of temporary nature (unless approved in writing by the Architectural Control Committee) shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently: Provided, this section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

SECTION 10. COMPLETION OF CONSTRUCTION. The Association shall have the right to take appropriate legal action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

SECTION 11. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

SECTION 12. OFFENSIVE ACTIVITIES. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Bent Creek Plantation.

SECTION 13. SIGNS. No advertising signs or billboard shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to notices posted in connection with judicial or foreclosure sales conducted with respect to a first mortgage.

SECTION 14. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clothes lines, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground.

Items
Stored in
View

SECTION 15. ANTENNAE. No radio or television transmission or reception towers or antennae shall be erected on any structure or within the property without the prior written approval of the Architectural Control Committee. In no event shall free standing transmission or receiving towers, satellite dishes or disks be permitted.

SECTION 16. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets and adjoining lots. In addition, no vehicle of any kind may be kept, stored or parked on any non-paved area of a Lot or adjacent Lot. Notwithstanding the foregoing, (passenger automobiles may be parked in driveways if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.)

SECTION 17. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot Owner of such Lot, at the Lot Owner's expense, upon written request of the Association.

SECTION 18. CHANGING ELEVATIONS. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

SECTION 19. SEWAGE SYSTEM. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

SECTION 20. WATER SYSTEM. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

SECTION 21. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

SECTION 22. MODEL HOMES. Declarant, as well as any builder of homes in Bent Creek Plantation, shall have the right to construct and maintain model homes on any of the Lots. "Model Homes" shall be defined as those homes used for the purpose of inducing the sale of other homes within the Properties.

SECTION 23. DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be concrete or other substance approved in writing by the Declarant or by the Architectural Control Committee and of a uniform quality.

SECTION 24. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS. The Architectural Control Committee may, for good cause, waive violations of the setbacks and building lines provided for in Section 2 of this Article VII and the building requirements provided for in Section 6 of this Article VII. Such waiver shall be in writing and recorded in the Spartanburg County RMC Office. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements of Sections 2 and 6 of this Article VII have been complied with. The Architectural Control Committee may also handle violations of set back and boundary lines by amending the Plat. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.

ARTICLE VIII

EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or

which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of Spartanburg County (and any other person or firm providing services to the Properties under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage. The Association shall have the power and authority to grant and establish upon, over and across the Common Area such additional easements as are necessary or desirable for the providing of service or utilities to the Common Area or Lots.

SECTION 2. SIGN EASEMENTS. Easements for the maintenance of subdivision signs and landscaping and lighting surrounding same are reserved as indicated on recorded plats. Declarant hereby grants, gives and conveys to the Association a perpetual, non-exclusive easement over any portions of Lots designated as "sign easements" or "landscape easements" on the plats, to maintain, repair and replace the subdivision signs which may be located thereon, as well as the lighting fixtures and any landscaping thereon. The costs of all such maintenance, repair and replacement shall be part of the common expenses of the Association, payable by the Owners as set out in Article IV hereof. In addition to the easement granted above as to the portion of Lots designated "sign easements" or "landscaping easements" Declarant hereby gives, grants and conveys to the Association the right of ingress, egress and regress over other portions of such Lots as shall be reasonable necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Properties.

ARTICLE IX

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS. "Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on residences, and eligible insurers and governmental guarantors.

SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Board of Directors of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of

Covenants, Conditions and Restrictions or the Articles of Incorporation or By-Laws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self management by the Association.

(c) To receive notice of any condemnation or casualty loss affecting the Common Areas or any portion thereof.

(d) To be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Areas, other than those specific rights vested in the association under Article II hereof.

(f) To be given notice of any delinquency in the payment of any assessment or charge (which delinquency remains uncured for a period of sixty (60) days) by any Owner owning a Lot encumbered by a mortgage held by the Institutional Lender, such notice to be given in writing and to be sent to the principal office of such Institutional Lender, or to the place which it may designate in writing.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision that shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be properly recorded.

SECTION 4. FEDERAL LENDING REQUIREMENTS. Notwithstanding Article X, Section 3 above, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Federal Housing Administration, the Veterans Administration, Fannie Mae or other similar agency. Any such amendment must be with the consent and approval of such agency and must be properly recorded.

SECTION 5. ANNEXATION.

(a) Additional residential property and Common Area may be annexed to the Properties only with the consent of two thirds (2/3) of each class of Members.

(b) Notwithstanding the above, additional land within the area described attached hereto as Schedule "A" and incorporated herein by reference (hereinafter referred to as "Additional Land") including, but not limited to, residential property and Common Area may be annexed by the Declarant without the consent of Members within seven (7) years of the date of this instrument. Provided, however, that should Declarant elect to improve and develop all or part of the Additional Land, Declarant shall have the right to impose covenants and restrictions which are the same as or similar to or not substantially different to those contained herein on all or part of the Additional Land. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land.

SECTION 6. AMPLIFICATION. The provisions of this Declaration are amplified by the Articles and By-Laws, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

SECTION 7. TOTAL OR PARTIAL DESTRUCTION OF IMPROVEMENTS. In the event of a total or partial destruction of any improvements on the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within one hundred twenty (120) days from the date of such destruction, seventy-five percent (75%) or more of the owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than eighty-five percent (85%) of the cost of reconstruction, reconstruction may nevertheless take place if, within one hundred twenty (120) days from the date of destruction, the Owners of seventy-five percent (75%) of the Lots elect to rebuild.

SECTION 8. FHA/VA APPROVAL. As long as there is Class B Membership, the following actions require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, Restrictions and Easements.

IN WITNESS WHEREOF, the undersigned, have caused these presents to be executed in its name by its Manager thereunto duly authorized and its corporate seal properly attested to be hereto affixed on this the ____ day of _____, 2000.

P & M, LLC

Executed and declared in the presence of:

By: _____
Manager

Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness, who says on oath that he saw the within named Limited Liability Company, by its duly authorized Manager sign, seal and deliver the within written instrument and that he witnessed the execution thereof.

Sworn to before me this _____ day of _____, 2000.

Notary Public for SC
My Commission Expires: 2/7/07

SCHEDULE "A"

All that certain piece, parcel, or lot of land, situate, lying and being in the County of Spartanburg, State of South Carolina, and located on the north side of Westmoreland Road, consisting of 143.71 acres, more or less, as shown on a plat of survey entitled "Bent Creek Plantation", Property of Bent Creek, Inc., prepared by Freeland-Clinkscales, Inc., recorded July 19, 1995, in Plat Book 130, at Page 97 in the RMC Office for Spartanburg County, South Carolina.

RESOLVED, that the Articles of Incorporation, as filed with the South Carolina Secretary of State, are hereby affirmed as being the Articles of Incorporation of this Association.

4. Preparation of Minute Book

A minute book has been prepared for the retention of minutes and documents of the Association. The following resolution with respect to adopting and approving the minute book is hereby adopted:

RESOLVED, that the minute book presented to the Association is hereby adopted as the minute book for this Association. The secretary, or other officer, is hereby directed to place a copy of the Articles of Incorporation, the Association Bylaws and a copy of the recorded Declaration of Covenants, Conditions, Restrictions and Easements for Bent Creek Plantation in the minute book, and to maintain it as part of the official records of this Association.

RESOLVED FURTHER, that the Secretary is directed to maintain this minute book, in the principal office of the Association located in South Carolina. These records shall be kept current.

The above resolutions were taken by all of the incorporators of the Association, and each incorporator has consented to these actions by signing his name below. These resolutions shall be effective on the date first set forth above.

Gerald Padgett, Incorporator

ORGANIZATIONAL MINUTES OF INCORPORATOR
ACTION TAKEN BY WRITTEN CONSENT OF ALL INCORPORATORS
OF

Bent Creek Homeowner's Association, Inc.

May 29, 1998

The following resolutions are adopted by the written consent of all the incorporators of the Association pursuant to the authority granted in South Carolina Code Annotated §33-31-205.

1. Resolution Adopting Bylaws

The following resolution adopting bylaws for the Association is adopted:

RESOLVED, that the form of bylaws presented to the incorporators, a copy of which is attached to these minutes and incorporated herein by reference are hereby adopted and approved as the bylaws of the Association. Said bylaws shall remain in full force and effect until amended or repealed by action of the board of directors or members.

2. Resolution Electing Directors

The Association bylaws provide that the Association shall have two initial directors. The following resolution with respect to the election of the first board of directors of this Association is hereby adopted:

RESOLVED, that the following persons are hereby elected as the initial directors of the Association, to serve as such until the next election of directors, or until their successors have been duly elected and qualified:

<u>Gerald Padgett</u>	<u>904 Bent Creek Run</u> <u>Greer. SC 29651</u>
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<u>Steve Bertling</u>	<u>25 Woods Lake Road, Suite 705</u> <u>Greenville. SC 29607</u>
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3. Resolution Affirming Articles of Incorporation.

Articles of Incorporation for the Association were filed with the South Carolina Secretary of State, a stamped filed copy of which was returned and shall be retained by the Association in its minute book. This resolution reaffirms all of the terms and provisions contained in the Articles of Incorporation.

Bent Creek Plantation Homeowners Association

Architectural Control Committee ACC Manual

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 - II. Exterior Improvements and Alterations
 - III. Exterior Maintenance
 - IV. Use Restrictions
 - V. Approved Fence Designs
- Form: Request for Approval of an Exterior Improvement or
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I. Introduction

This document is a compilation of Articles V., VI. and VII of the Bent Creek Plantation's Declaration and rules established by the Bent Creek Plantation's Board of Directors regarding architectural control and maintenance of the dwellings and lots in Bent Creek Plantation. For brevity and simplicity, many of the covenants and restrictions presented herein are abbreviations and/or paraphrases of what appears in the Declaration. The Declaration article and section number for each covenant and restriction herein is shown in parenthesis. Sentences or paragraphs without an article and section number notation indicate that the rule was established by the Board of Directors.

II. Exterior Improvements and Alterations (Article V.)

Covenant No exterior improvements or changes will be made without the approval of the Architectural Control Committee (ACC). This includes buildings, fences, walls, other structures, landscaping, and topography (ground level). (V.1.)

Purpose This covenant was established by the developer to insure buyers that the harmony of the external design, colors, location of structures and plantings and the developed topography throughout Bent Creek Plantation would be maintained by all buyers (homeowners) in the future. (V.1.)

Procedures Homeowners desiring to make any improvement, alteration or change to the exterior of their property shall submit two copies of the plans and specifications thereof: showing the nature, kind, shape, height, materials, and location of same to the ACC via our property manager: HOA Community Management, LLC. (V.2.a.) A form for this purpose is located one page 13 of this manual. Additional copies can be obtained from our property manager: HIA Community Management, LLC, telephone number 277-5157.

Fees Association fees must be current before a project request will be considered by the ACC.

Time Period For Approval Process Requests for approval that are properly prepared and comply with all ACC rules will be approved within 30 days. Requests that are properly prepared, but do not comply with ACC rules must be reviewed and voted on by the Board. The Board meets on the second Thursday of each month.

Approval In Writing The requesting homeowner shall receive a letter from the Association indicating that the request has been approved as submitted or approved if specified changes are made. Also, a copy of the original request indicating the ACC's actions shall be returned to the homeowner. The homeowner should retain these documents as a permanent record to substantiate any future inquiry as to the legitimacy of the improvement. (V.2.b)

Approval Does Not Establish A Precedent Approval of an improvement or alteration by the ACC does not establish a precedent for the approved improvement or alteration. The ACC at its discretion may disapprove similar improvements or alterations submitted subsequently. (V.2.b)

Approval Is Final Approval of an improvement or alteration is final as to that lot and

such approval may not be reviewed or rescinded thereafter, provided that the proposed plan has been adhered to. (V.2.b.)

Association Rules Take Precedence Over Building And Zoning Codes In those instances where building and zoning codes permit structures or activities that are contrary to the Declaration and the Association's rules the Declaration and rules take precedence. Example: A proposed shed may meet all building and zoning code requirements, but it exceeds the Association's maximum size rule of 12 feet by 12 feet by 8 feet high. The Association's rule takes precedence and the shed will not be approved.

Association Not Liable For Plan Defects The ACC or members of the ACC are not responsible or liable for any defects in any plans or specifications. (V.2.c.) Also, the ACC does not review the proposed plans for building and zoning code compliance or the need for a building permit. Contact your local Building Permit Office regarding these matters.

Enforcement Failure to comply with ACC rules can result in the Association requiring corrective at the homeowners expense. There is no time limit on the Association as to initiating an enforcement action. Therefore, please contact the ACC if there is any doubt as to the need to obtain approval for any exterior improvement or alteration. Also, see the Approval In Writing item regarding the keeping of project approval documents. (X.1. and V.2.b.)

Sprinkler Systems The installation of a sprinkler system does not require ACC approval if it does not involve changing the grade level or erecting a structure.

Rules for Exterior Improvements and Alterations All of the following Items require ACC approval This list is not a complete list of items that may require ACC approval. Therefore, please contact the ACC if you are planning any exterior improvement or alteration that is not listed below.

1. **Antennae and Dishes** No radio or television transmission or reception towers, satellite dishes or antennae shall be erected upon any structure or within the property without the approval in writing from the ACC. Such structures shall be screened to conceal them from the view of neighbors or from the street. In no event shall freestanding transmission or receiving towers, satellite dishes or disks be permitted. (VII.15.) However, satellite dishes that are 18 inches or less in diameter and are shielded from view from the street do not require ACC approval.
2. **Awnings** Awnings and similar structures are considered permanent additions to the house. Categories of such awnings are those designed to be installed over windows, doorways, decks, patios, etc. All awnings require ACC approval.
3. **Basketball Goals** Permanently installed basketball goals are permitted with ACC approval. They must be situated no less than two-thirds (2/3) up the driveway from the street. Portable basketball goals and similar sports equipment when not in use must be placed within the limits as stated above for permanently installed equipment.
4. **Mail Box** The Mail box shall be painted black and the posts will be painted as follows: Spring Hill – Sherwin Williams paint, color: White. The address numbers

shall be Arial font 3.5 inch white vinyl. Brookhaven – Sherwin Williams paint, color: Tan. The address numbers shall be Arial font 3.5 inch white plastic. Loral Springs – Sherwin Williams paint, color: White, Green. The address numbers shall be Arial font 3.5 inch white plastic. (This information needs to be finalized, just here as a place holder.)

Replacement mail box posts can be purchased from Somebody, phone 999-9999.

5. Deck Rules:

A. Decks New installations, additions, and replacements to decks are an exterior improvement or alteration and must be approved by the ACC. Decks built by the developer as an integral part of a new house do not require ACC approval.

B. Painting or Staining of New or Existing Decks These should be either clear sealed or painted or stained either white or an earth tone color.

6. Driveway Coatings The painting or tiling of driveways is prohibited. However, clear sealers may be applied without obtaining ACC approval.

7. Driveway Expansions Driveways may be widened up to eight (8) feet and extended no further than the front of the garage. The widened section will start at least one half of the distance from the street to the garage, tapering out gently from this point to the full width of the extension. The driveway may not be more than two (2) lanes (16 feet) wide at the street. The expansion must be made of concrete that matches the concrete of the existing driveway. All driveway expansions require ACC approval.

8. Elevation (Ground Level) Changes Elevation (ground level) changes must be approved by the ACC. An evaluation must be made as to how the proposed elevation changes would impact drainage and tree roots on the subject lot and on adjacent lots. (VII.18.)

9. Fence Rules:

A. Placement and Orientation:

- No fence, wall or other structure shall be erected nearer to any street than the minimum building setback line. The setback line, throughout most of Bent Creek Plantation, is 15 feet back from the street right-of-way line. The setback line is indicated on the lot survey each homeowner received at closing. (VII.3.)
- Fencing shall not be forward of the back corner of the main house structure.
- The shared section of fencing cannot be installed directly on the property line. It must be placed in one of the lots.
- Fencing must be parallel to the lot lines. The lot owner is responsible for maintenance of the property outside of the fence and up to the property line.
- Fencing must not encroach on any drainage or utility easement. Fencing so

placed will be removed at the owner's expense by the utility company if the fencing obstructs maintenance or repair of the utility. (VIII.1.)

- Structural support side of the fence shall face the enclosed area. That is the smooth/pretty side shall face out from the enclosed property.
- If adjacent homeowners are installing fencing, both fences should be of the same height, design and color.

B. Designs and Heights:

- Chain-link or split rail fences are prohibited. (VI.3.)
- Fences will be constructed of wood only. The use of lattice work, chicken wire or other wire fencing as a perimeter fence or as a part of a perimeter fence is prohibited.
- Fence heights cannot exceed six (6) feet under any circumstances.
- Fence heights for the same property should be the same except when conditions of lot topography or aesthetics are involved. Requests for fences of different heights must clearly justify the deviation from this policy.
- Illustrations of acceptable fence designs are shown in section V. All fence installations must be approved by the ACC even though the homeowner installs one of the designs shown in Section V.

C. Fence Does Not Waive Restrictions The erection of a fence does not permit the homeowner to erect structures or partake in activities that are prohibited or restricted herewith or by the Declaration. Keep in mind that your close neighbors can easily view your property, be considerate of them.

D. Staining or Painting New or Existing Fences Fences should be either clear sealed or stained or painted an earth tone color (colors containing some brown).

10. Gazebos All such structures require the approval of the ACC. They will be located behind the house, shall not exceed 12 feet in diameter and will be constructed of wood. Metal structures are prohibited.

11. Lampposts Front yard lampposts are permitted subject to ACC approval. Lamp posts must be situated no less than two-thirds (2/3) up the driveway from the street

12. Landscaping Rules:

A. Borders for Landscaping Beds Approved materials include the following:

- Black plastic edging
- Wood timbers
- Solid brick that matches the brick of the house
- Brown or gray stone
- Concrete pavers

B. Ground Cover Materials Approved materials include the following:

- Stones
- Mulch - wood or bark
- Pine needles
- All other materials must be submitted for ACC review.

C. Hedges The use of plants to make a fence in the front yard is prohibited.

D. Plant Materials Any plant that can naturally survive in upstate South Carolina.

E. Vegetable Gardens These shall be located in the rear yard of the property .

F. Decorative Items Sculptures, statues, bird feeders, bird baths, windmills and similar items located in the front yard are permitted under the following conditions: the number of such items be few, the size be in harmony with the surrounding landscaping and structures, the color be an earth tone, and the material be either wood, stone, concrete or a plastic/faux material that simulates wood, stone, or concrete.

13. Play Structures They must be located in the back yard. Play structures more than 7 1/2 feet in height, 12 feet in length or 10 feet in width must be submitted to the ACC for approval. Materials, colors, and placement on the property will be considered in the review process.

14. Retaining Walls Retaining walls are permitted with the approval of the ACC. The height may not rise above the finished grade elevation of the embanked earth. The exposed part of retaining walls shall be made of clay bricks, concrete retaining wall stones, natural stone, stucco, pressure treated lumber, or veneered with brick or natural stone. (VII. 3.) Railroad tie walls are prohibited.

15. Sheds/Outbuildings Rules:

A. Sheds/Outbuildings: All detached structures and accessory sheds require ACC approval and must be located to the rear of the main dwelling and may not encroach upon the lot of an adjacent owner. (VII.5.) Temporary, metal or plastic sheds/outbuildings are prohibited.

B. Specifications for Basic Shed/Outbuilding The dimensions of the structure shall not exceed 12 feet by 12 feet , i.e. not to exceed 12 feet on any one side. Side walls shall not exceed 8 feet in height at the exterior from grade level to the bottom of the eaves. Roofs shall be gable-ended or hipped, in keeping with the prevailing style for houses in the community. The roof pitch shall closely approximate that of the main dwelling on the property. The gabled ends shall not exceed the side walls in length. The roof shall be shingled to closely match that of the main dwelling. The structure shall have siding to closely match the main dwelling in style and color. Corner boards and trim shall match that of the main dwelling in color and proportion. Doors shall be painted a single color to match the trim or the front door of the main dwelling.

16. Sun Rooms and Screened Porches/Decks All such structures require the approval of the ACC. Metal structures are prohibited.

17. Swimming Pools Only in ground swimming pools located behind the house will be considered for approval by the ACC. The request must indicate that all code

required fencing and safety equipment will be installed. This provision does not apply to temporary children's pools that are ten (10) feet or less in diameter.

18. **Trampolines** Trampolines are prohibited unless surrounded by an approved fence.
19. **Tree Removal** Living trees six (6) inches in diameter (i.e. 19 inches in circumference) or greater at two (2) feet above the ground and distinctive flora shall not be intentionally destroyed or removed without prior approval from the ACC. (VII.14.)

III. Exterior Maintenance (Article VI.)

Responsibility Each homeowner is responsible for the exterior maintenance of his/hers house, other structures, and grounds. This includes, but is not limited to the following:

- Decks
 - Driveways
 - Fences
 - Gutters and downspouts
 - House and out buildings exterior
 - Lawns
 - Mail box and post
 - Painting and staining exteriors
 - Plant beds
 - Shrubs
 - Roofs
 - Trees
 - Walks
- (VI.)

Enforcement Failure to maintain the lot and the exterior of structures in a manner consistent with other lots and structures in Benk Creek Plantation, can result in the Association providing the necessary exterior maintenance at the homeowner's expense. (VI.) Before doing so, the Association shall give a written notice to the homeowner of the specific maintenance or repair needed. The homeowner shall then have 20 days to take corrective action.

IV. Use Restrictions (Article VII.)

1. **Advertising Signs** No advertising signs or billboards shall be erected on any lot, except real estate for sale signs. (VII.13.)
2. **Animals, Etc.** No animals, livestock or poultry may be kept on any lot. However, dogs, cats or other small household pet may be kept, but not for breeding or commercial purposes. (VII.11.) Animal pens are prohibited, but dog houses are allowed.
 - A. **(Do we want using Greer?)Leash Law** Mauldin City Code Section 4-37. No dog shall be permitted off the premises of the owner or the person keeping or harboring such dog, unless such dog shall be placed on a leash held by a person over the age of twelve (12) years who shall have complete control of the dog. Such leash shall not exceed eight (8) feet in length. (Ord. No. 214, ¶ 5-17, 4-14-86)
 - B. **(Do we want using Greer?)Animal Waste** Greer City Code Section 4-11. The owner of every animal shall be responsible for the removal of any excreta

deposited by his animal on public walks, recreation areas or on private property. (Ord. No. 214, ¶ 5-23, 4-14-86) The Benk Creek Plantation's Board further defines this ordinance to include any animal excreta deposited in swale areas and on the streets of Benk Creek Plantation.

3. **Chain Link Fences** These are prohibited. (VII.3.)
4. **Driveway Coatings** The painting, tiling or changing the concrete surface of the driveway is prohibited. However, clear sealers may be applied without obtaining ACC approval.
5. **Excavation** No lot owner shall excavate or extract earth for any business or commercial purpose. (VII.18.)
6. **Garbage Cans, Etc.** Garbage cans, lawn mowers, other equipment, and clotheslines must be screened from view. (VII.14.) Also, children's toys and play things should be kept in the rear yard.
7. **Intersection Obstructions** No structure or vegetation shall obstruct the view at street intersections. (VII.7.)
8. **Mail Boxes and Other Delivery Receptacles** The mail box and delivery receptacle assembly installed by the developer shall be the only mail box and delivery receptacle allowed. (VII.8.) The mail box shall be painted black and the post painted as follows: Spring Hill - Sherwin Williams paint, color: White, Purple. The address numbers shall be Arial font 3.5 inch white vinyl. Brookhaven - Sherwin Williams paint, color: Tan, Green. The address numbers shall be Arial font 3.5 inch white vinyl. Laural Springs - Sherwin Williams paint, color: White, Green. The address numbers shall be Arial font 3.5 inch white vinyl. (Again, this information needs to be finalized)
9. **Name Signs and Property Identification Markers** These require the approval of the ACC, except for the number on the mail box. (VII.8.) The painting of address numbers on the curb is prohibited. Such markers are neither required nor recommended by any public emergency service, i.e. police, fire companies, etc.
10. **Offensive Activities** Offensive and noxious activities are prohibited. (VII.12.) Call the local Police Department regarding noxious or offensive noise and/or activities. The City of Greer noise ordinance (Greer City Code, Section 13-71 through -76) considers the volume, duration, source and time of day of noises.
11. **Temporary Structures, Trailers, Etc.** No structure of a temporary nature shall be erected or allowed to remain on any lot. Also, no trailer, camper, shack, tent, garage, barn or similar structure shall be used as a residence, either temporarily or permanently. (VII.9.)
12. **Trash Dumping** No lot or common area shall be used or maintained as a dumping ground for rubbish. (VII.17)
13. **TV and Radio Reception Equipment** No radio or television transmission or

reception towers, satellite dishes or antennae shall be erected upon any structure or within the property without the approval of the ACC. Such structures should be screened to conceal them from the view of neighbors or from the street. In no event shall freestanding transmission or receiving towers, satellite dishes or disks be permitted. (VII.15.) However, satellite dishes that are 18 inches or less in diameter and are shielded from street view do not require ACC review.

- 14. Use of Property** Lots shall be used for single-family residential use only and not for business activities unless approved by the ACC. (VII.1.)

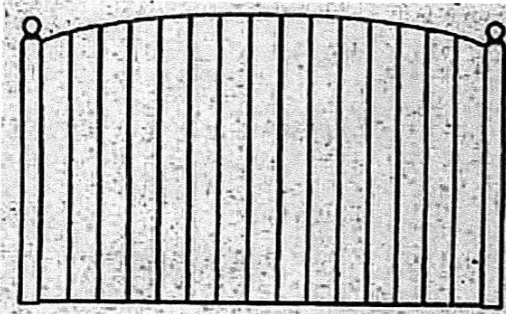
15. Vehicle Parking:

- A.** It is prohibited for a resident of Benk Creek Plantation to park his/her vehicle on the street or on the unpaved area of any lot. Guests may park their vehicle on the street or on the unpaved area next to the driveway, with the owner's permission, on a nonrecurring basis for up to 48 hours. (VII.16)

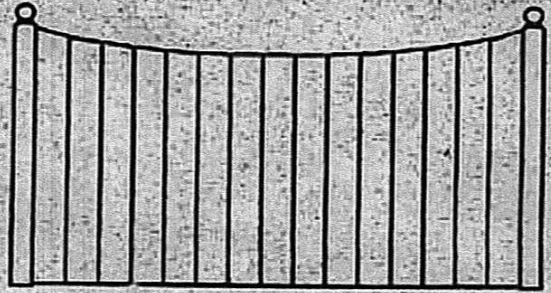
The purpose of this restriction is to promote pedestrian and vehicular traffic safety. The absence of sidewalks throughout most of the community requires pedestrians to walk in the streets. Parking your vehicle on the street puts your neighbors in harm's way by causing them to walk in the middle of the street to get around vehicles parked in the street. The safe flow of vehicular traffic is impaired by on street parking because the streets are not wide enough to accommodate parked and moving vehicles. The community was designed and built on the basis that all vehicles will be parked in either a garage or on a driveway. Almost every house in the community has a two car garage and a driveway that can accommodate at least two vehicles.

- B.** No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers, motor homes, motorcycles, campers, and vans or vehicles on blocks shall be kept, stored or parked overnight either on any street or on any lot, except within an enclosed garage or screened from the streets and adjoining lots. (VII.16)

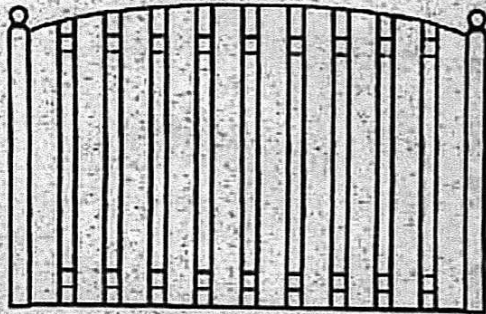
V. Approved Fence Designs



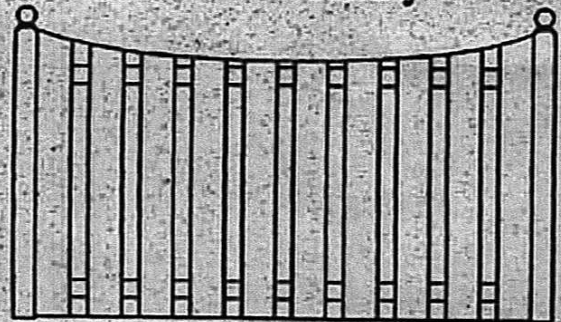
Majestic Privacy



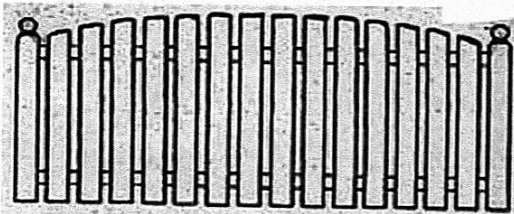
Victorian Privacy



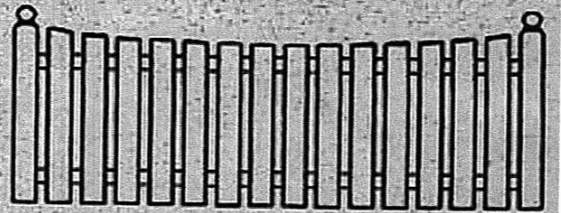
Majestic Shadowbox



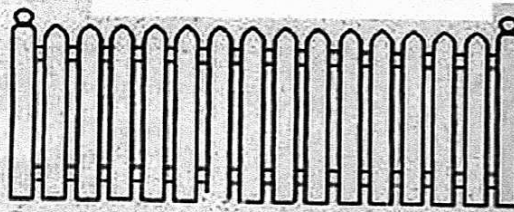
Victorian Shadowbox



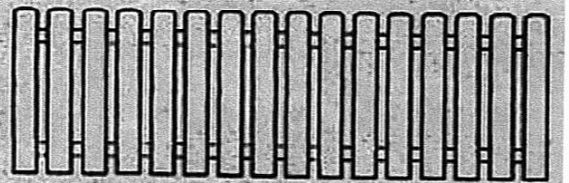
Majestic Picket



Victorian Picket



Gothic Picket



Dog Ear Picket