

BYLAWS

RICELAN SPRINGS HOMEOWNERS ASSOCIATION A South Carolina Nonprofit Corporation

ARTICLE I: The Corporation

1.1 Name. The name of this Corporation is Ricelan Springs Homeowners Association.

1.2 Principal Office. The principal office of this Corporation shall be at 316 Wild Rice Drive, Simpsonville, South Carolina, and this corporation also may have offices at such other places as the Board of Directors may determine from time to time or as the activities of the corporation may require.

ARTICLE II: Limitations and Restrictions

2.1 Purpose. The corporation is a mutual benefit nonprofit corporation established under Section 33-31-1705(a)(5) of the South Carolina Nonprofit Corporation Act of 1994. The corporation is incorporated in and by the State of South Carolina for the purpose of engaging in any lawful activity afforded such corporations, including the acquisition, construction, management, maintenance, and care of association property, and all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the corporation. Notwithstanding any other provision herein, the corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from federal income tax under the Internal Revenue Code or other applicable law.

2.2 Income and Distributions. Except as specifically authorized herein or by law, no part of the assets, income, or net earnings of the corporation shall be distributable to or shall inure to the benefit of its members, trustees, directors, officers, or any controlling person, but reasonable compensation may be paid for services rendered to enable the corporation to provide the functions for which it has been organized.

2.3 Corporate Document Conflict. If these Bylaws conflict in any way with the restrictive covenants for Ricelan Springs subdivision and their amendments, then the restrictive covenants shall take precedence over these bylaws.

ARTICLE III: Membership and Dues

3.1 Members. Membership shall be limited to owners of lots in Ricelan Springs subdivision which have been developed and on which dwellings have been constructed in accordance with the restrictive covenants of Ricelan Springs subdivision, as amended. Membership shall not be limited on the basis of race, color, creed, sex, or nationality.

3.2 Membership Classes. All members shall have the same rights and obligations with respect to voting, dissolution, redemption, and transfer. Any amendment to these Bylaws creating a new class of members or affecting the rights, privileges, preferences, restrictions, or conditions of members with respect to voting, dissolution, redemption, and transfer must be approved by the members of each class that would be created by the amendment. Such approval shall be evidenced by a vote of two-thirds of the votes cast by the class or a majority of the voting power of the class, whichever is less.

3.3 Transfer of Membership. Members may transfer memberships to successors in interest of real property in the Ricelan Springs subdivision.

3.4 Resignation and Termination of Membership. A member may resign at any time. Such resignation does not relieve the member from any obligations the member may have to the corporation as a result of obligations incurred or commitments made before resignation. Membership may be terminated by the Board of Directors upon 15 days written notice given by first class, certified mail, to the last address of the member shown on the corporation's records. Such notice of termination shall set forth the reasons for the termination, taking into consideration all of the relevant facts and circumstances, and shall provide the member an opportunity to be heard, orally or in writing, before the Board of Directors, not less than five days before the effective date of the termination. Any proceeding challenging a termination must be commenced within one year after the effective date of the termination. A member whose membership has been terminated shall remain liable to the corporation for dues, assessments, or fees as a result of obligations incurred or commitments made before the effective date of the termination.

3.5 Association Dues. Any person or other entity eligible for membership under Section 3.1 shall become a member in good standing by paying annual [monthly] dues as prescribed in these bylaws or as otherwise prescribed by the Board of Directors. Members will in turn receive all communications and may attend and shall be entitled to vote at membership meetings. In addition, members are eligible for election or appointment to committees, task forces, and the Board of Directors.

ARTICLE IV: Members Meetings and Voting

4.1 Location of Member Meetings. Meetings of the members shall be held at the principal office of the corporation or at any other place (within or without South Carolina) which the Board of Directors or members may from time to time select.

4.2 Annual Meetings. An annual meeting of the members of the corporation shall be held at such time and place, not more than ninety (90) days following the close of the corporation's fiscal year, as the Board of Directors may by resolution provide, at which meeting a Board of Directors shall be elected, the president and treasurer shall report on the activities and financial condition of the corporation, and such other business shall be transacted as may properly come before the meeting.

4.3 Special Meetings. Special meetings of the members, for any purposes other than those prescribed by the laws of the State of South Carolina or by the Articles of Incorporation, may be called by the president, and must be called by him at the request of a majority of the Board of Directors or the holders of not less than five percent of the entire voting power of the corporation. Such request shall state the purpose or purposes of the proposed meeting.

4.4 Notice of Meetings. Written notice, stating the date, time, and place, of a members' meeting shall be personally served upon or mailed to each member entitled to vote, at such address as appears on the records of the corporation, not less than ten nor more than sixty days before the date of the meeting. Notice of a special meeting must include a description of the purposes for which the meeting is called.

4.5 Waiver of Notice. A member, either before or after a members' meeting, may waive notice of the meeting; and his waiver shall be deemed the equivalent of giving notice. Attendance at a members' meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

4.6 Voting. The officer or agent having charge of the membership ledger shall prepare and make, in advance of each meeting of members, an alphabetical list of the members entitled to vote at the meeting. The list must list the members by classification of membership, if any, and show the address of each member. Such list shall be open to the examination of any member, at any time during usual business hours, for a period commencing upon the date when notice of the meeting is given, and continuing through the meeting.

4.7 Quorum. Ten percent of the members having voting power, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by the laws of the State of South Carolina, by the Articles of Incorporation or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have power by a majority vote, to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

4.8 Majority Vote. When a quorum is present or represented at any meeting, the vote of the majority of the members having voting power, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the laws of the State of South Carolina, or of the Articles of Incorporation or these Bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

4.9 Methods of Voting. At any meeting of the members, every member entitled to vote thereat shall be entitled to vote in person, or by proxy, and shall have one vote for each lot held in his name in the Ricelan Springs subdivision; provided that not more than one vote shall be cast for each lot. In the election of directors, each member shall be allowed to cast in person or by proxy as many votes as the number of lots he owns multiplied by the number of directors to be elected; the same to be cast for any one candidate or to be distributed among two or more candidates. If a member intends to vote in a cumulative manner in an election of directors, as described above, then said member shall either (1) give written notice of such intention to the president or other officer of the corporation not less than 48 hours before the time fixed for the meeting, which notice shall be announced in such meeting before the voting, or (2) announce his intention in such meeting before the voting for directors shall commence; and all members entitled to vote at such meeting shall without further notice be entitled to cumulate their votes. If a member intending to cumulate his votes gives notice at the meeting, the person presiding may, or if requested by any member shall, recess the meeting not to exceed two hours.

4.10 Actions without Meeting. Any action taken at a meeting of the members may be taken without a meeting if a written consent, setting forth the action so taken, is signed by at least 80 percent of the voting power and is filed with the Secretary of the Corporation as part of the corporate records. Such written consent shall have the same effect as a

meeting vote and may be stated as such in any certificate or document required to be filed with the Secretary of State.

ARTICLE V: Directors

5.1 Board of Directors. The Board of Directors of the corporation shall consist of three or more natural persons. The number of directors which shall constitute the board shall be determined by the members of the corporation. Except as otherwise provided herein, the directors, who need not be members of the corporation, shall be elected by a majority of the votes cast at a meeting of members. Each director shall hold office until the next annual meeting of members and until his successor is elected and qualified, or until his prior death, resignation, or removal.

5.2 Location of Meetings. The directors may hold their meetings at such places as they may from time to time determine, either within or without the State of South Carolina, and may hold meetings by telephone or other electronic media. Any or all directors may participate in a meeting of the Board of Directors by means of conference telephone or any means of communication by which all persons participating by such means may simultaneously hear each other and shall be considered to be present in person at such meeting.

5.3 Regular Meetings. The first meeting of each newly elected board shall be held at such time and place, either within or without the State of South Carolina as shall be fixed by the vote of the members at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting provided a quorum shall be present, or they may meet at such time and place as shall be fixed by the consent in writing of all such directors. The Board of Directors may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

5.4 Special Meetings. Special meetings of the board may be called by the president on two days' notice to each director, either personally or by mail or other usual means of business communication. Special meetings shall be called by the president or secretary in like manner or like notice on the written request of any two directors.

5.5 Notice of Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, whether within or without the State of South Carolina, as shall from time to time be determined by the board and may be held by telephone or other electronic media. Written notice of special meetings shall be given to directors as described in section 5.4 of these Bylaws.

5.6 Waiver of Notice. A director may waive notice in writing of a meeting of the board, either before or after the meeting; and his waiver shall be deemed the equivalent of giving notice. Attendance of a director at a meeting shall constitute waiver of notice of that meeting, unless he attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

5.7 Replacement of Directors. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining directors, even though less than a quorum, shall choose a successor or successors who shall hold office until the next election of directors.

5.8 Duties. The property and business of the corporation shall be managed under the direction of its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by the laws of the State of South Carolina, or by the Articles of Incorporation or by these Bylaws directed or required to be exercised and done by members.

5.9 Quorum. At all meetings of the board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the laws of the State of South Carolina or by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.10 Committees. The Board of Directors may, by resolution adopted by a majority of the whole board, designate from among its members an executive committee and other committees, each consisting of one or more directors and may delegate to such committee or committees all the authority of the board, except as to matters which the board is specifically prohibited from delegating under the provisions of the laws of the State of South Carolina. The board may designate one or more directors as alternate members of any committee and this director may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by a majority of the whole board. Each committee appointed shall keep minutes of its meetings and report the same to the board when required. In the absence or disqualification of a member of a committee, the members thereof present at the meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such an absent or disqualified member.

5.11 Compensation of Directors. Directors, as such, shall not receive any stated salary for their services, but by resolution of the board a fixed sum for attendance and expenses, if any, may be allowed for attendance at each regular or special meeting of the board; provided that nothing herein contained shall be construed to preclude any directors from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

5.12 Action without Meeting. Action taken by a majority of directors without a meeting shall be deemed action of the Board of Directors if all directors, severally or collectively, execute a written consent thereto, either before or after the action is taken, and the consent is filed with the records of the corporation.

ARTICLE VI: Officers

6.1 Officers. The officers of the corporation shall be chosen by the directors and shall be a president, a vice president, a secretary and a treasurer, and such other officers as the board shall designate. Any person may hold more than one of the aforesaid offices and may act in more than one capacity where action by two or more officers is required.

6.2 Duration of Appointment. The officers of the corporation shall hold their office until their successors are chosen and have qualified or until their resignation or removal.

6.3 Compensation of Officers. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

6.4 Resignation and Removal from Office. An officer may resign at any time. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors for the unexpired term of that office. Any officer or agent appointed by an officer of the corporation may be removed by such officer.

6.5 President. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the members, shall supervise the general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The president shall execute deeds, mortgages, bonds and other contracts requiring a seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

6.6 Vice President. The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform other duties as from time to time may be assigned to him by the Board of Directors.

6.7 Secretary. The secretary shall attend all sessions of the board and all meetings of the members, and record all votes and the minutes of all proceedings in a book to be kept for the purpose. The secretary shall give, or cause to be given, notice of all meetings of the members, and of special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. The secretary shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the seal to any instrument requiring it, and when so affixed it shall be attested by the signature of the secretary or treasurer.

6.8 Treasurer. The treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, account of all his transactions as treasurer and of the financial condition of the corporation.

ARTICLE VII: Indemnification

7.1 Corporate Representation. The corporation shall indemnify any person, his heirs, executors or administrators, who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that he is or was a director or officer of the

corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against judgments, penalties, fines, amounts paid in settlement and expenses (including attorneys' fees) actually and reasonably incurred by such person or such heirs, executors, or administrators in connection with such proceeding if he conducted himself in good faith and

- (a) In the case of a civil proceeding, he reasonably believed:
 - (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and
 - (ii) in all other cases, that his conduct was at least not opposed to its best interests; or
- (b) In the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

The termination of any criminal proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in 7.1(b) above.

For purposes of this Article V, the term "proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

7.2 Exception. Notwithstanding any provision in this Article VII to the contrary, no indemnification shall be made:

- (a) In connection with any proceeding by or in the right of the corporation in which such person was adjudged to be liable to the corporation; or
- (b) In connection with any proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he shall have been adjudged to be liable on the basis that personal benefit was improperly received by him.

7.3 Determination. No indemnification shall be made unless authorized in each specific case after a determination has been made that indemnification of the person is permissible under the circumstances because he has met the applicable standard of conduct described in Section 7.1.

The determination required by this Section 7.3 shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to such proceeding; or
- (b) If such a quorum cannot be obtained, then by a majority vote of a committee of the board, duly designated to act in the manner by a majority vote of the full board (in which designated directors who are parties may participate), consisting solely of two or more directors not at the time parties to such proceeding; or

- (c) By special legal counsel, selected by the Board of Directors or a committee thereof by vote as set forth in subsections (a) and (b) of this Section 5.3, or, if the requisite quorum of the full board cannot be obtained therefor and such committee cannot be established, by a majority vote of the full board (in which selected directors who are parties may participate); or
- (d) By the members.

7.4 Expenses. Reasonable expenses incurred by a person as a result of being a party to a proceeding may be paid or reimbursed by the corporation in advance of the final disposition of such proceeding if:

- (a) After a determination, made in the manner specified in Section 5.3, that the information then known to those making the determination (without undertaking further investigation for purposes therefor) does not establish that indemnification would not be permissible under Section 5.1, as applicable; and
- (b) Upon receipt by the corporation of:
 - (i) a written affirmation by the person of his good faith belief that he has met the standards of conduct necessary for indemnification by the corporation as specified in Section 5.1; and
 - (ii) a written undertaking by or on behalf of the person to repay such amount if it shall ultimately be determined that he did not meet such standards of conduct.

7.5 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

7.6 Report to Members. Any indemnification of any person in accordance with this Article, including any payment or reimbursement of expenses, shall be reported in writing to the members with the notice of the next members' meeting or prior thereto.

ARTICLE VIII: Miscellaneous Provisions

8.1 Special Corporate Acts. All contracts, deeds, documents and other corporate instruments and all checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.2 Nonordinary Expenditure of Corporation Funds. If a nonordinary expenditure of Corporation funds is contemplated, then a quorum of the members with rights to vote shall vote on such expenditure prior to any expenditure being made. Such nonordinary expenditure shall be made only in accordance with the time, amount, and specific directions of said quorum.

8.3 Fiscal Year. The fiscal year of the corporation shall end at midnight of December 31 from year to year.

8.4 Corporate Seal. If it should become necessary for the corporation to use a corporate seal, the corporate seal shall have inscribed thereon the name of the corporation and the words: "Corporate Seal, South Carolina." In addition to the secretary of the corporation, any officer, agent or other person duly authorized to execute any document, instrument or writing on behalf of the corporation may affix, impress or otherwise reproduce the corporate seal thereon, or cause such corporate seal to be affixed, impressed or otherwise reproduced thereon.

8.5 Adoption and Amendment

- (a) These bylaws shall become effective upon their adoption by a majority vote of the Board of Directors at the organizational meeting or at any annual or special meeting.
- (b) These bylaws may be altered, amended, or repealed by a majority vote of the Board of Directors. Any notice of a meeting of the directors at which bylaws are to be adopted, amended, or repealed shall include notice of such proposed action.

ARTICLE IX: Dissolution or Liquidation

Upon dissolution of the corporation, the assets of the corporation shall be applied and distributed as follows:

- (a) All liabilities and obligations of the corporation shall be paid, satisfied, and discharged, or adequate provisions shall be made therefor; and
- (b) All of the remaining assets of the corporation shall be distributed to the members of the corporation in good standing on the date of dissolution.

APPROVED AND ACCEPTED

Chairman of Meeting of Board of Directors

Dated: _____

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JAMES S. TARKENTLEY
R.M.C.
10 01 AM '92
AMENDED RESTRICTIVE COVENANTS
TO RICELAN SPRINGS SUBDIVISION
(Original Restrictive Covenants
filed in Deed Book 1483 at Page
513 on August 5, 1992
at 9:29 a.m.)

For your protection as a home owner these Restrictive Covenants have been provided. These Restrictions are applicable to the numbered lots appearing on the plat entitled Ricelan Springs Phase I, made by Carolina Engineering Services, Inc. dated March 1992, approved by the County Planning Commission on the 24th day of April, 1992, with said plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 21-2 at Page 47.

I. USES PERMITTED AND PROHIBITED.

✓ 1. All numbered lots shall be used exclusively for single family residential dwellings.

✓ 2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

✓ 3. No modular homes, trailer homes (double wide or single wide), or panel homes shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.

✓ 4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose; however, the owner of a residence is permitted to utilize one room of said residence as a private office not to be

used for public purpose or warehousing.

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✓5. All fuel oil tanks shall be buried underground consistent with normal safety precautions, and applicable to government regulations.

✓6. No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for pleasure of the occupants. Animals that cause loud noises which disrupt the use and enjoyment of neighbor's property are not allowed.

✓7. No satellite dish shall be placed on any lot either temporarily or permanently.

II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS.

✓1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat and any such building shall face toward the front line of the lot, unless exception made by Architectural Committee due to topography, except that building to be constructed on corner lots shall face the boundary street and not the interior street. The building for lots numbered one (1), thirty-eight (38) and thirty-nine (39) shall face the interior street and not face Bridges Road. No residence shall be nearer to any side lot line than a distance equal to ten per cent (10%) of the width of the lot measured at the building setback line or ten (10) feet, whichever is greater.

No 2. A detached garage compatible to the design of the residence may be erected on the lot of that residence; however, other detached buildings are not allowed.

✓3. Hedge fences not to exceed 36 inches in height may be erected across or along the front of any lot. The hedge fence shall be maintained in manicured condition at all times. Fences may be erected on any lot in the back yard only and shall only consist of vinyl coated chain-link, brick or wood; however, residences on corner lots shall not erect a back yard fence that extend past the building set back lines as reflected on the plat described in the first paragraph of these restrictive covenants.

4. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III hereof.

5. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and provided further that the site faces as required by these restrictions and the recorded plat.

6. The following minimum floor space required shall apply to all numbered lots. In calculating the minimum floor space there shall be included the heated area of the residence. Porches, garages, breezeways, and unfinished basements, bonus rooms and recreation rooms shall be excluded from the calculation.

One story residences	1,500 square feet
Two story residences	1,700 square feet
Tri-level residences	1,700 square feet

7. Private swimming pools must be approved by the Architectural Committee created under Article III hereof.

III. APPROVAL OF PLAN CHANGES.

1. The Architectural Committee shall be composed of M. Dewayne Rice and Philip Jack Wilson. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.

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

3. In order to prevent duplication of buildings or

improvements to be constructed in this section or adjacent section, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

✓4. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement has been commenced within thirty (30) days after such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any detached garage, wall or fence to be made on any lot.

✓5. The Committee is authorized to approve or disapprove the use of various building materials designated for exterior use including but not limited to:

- a) color scheme;
- b) composition of materials;
- c; conformity or nonconformity of plan with surrounding homes already in existence or under construction;

✓6. Masonry or bay treatments for direct vent fireplaces will be the only approved methods for chimneys and fireplace construction. No overhang bays will be permitted, all bays must have a foundation wall.

✓7. The Committee is authorized by vote of all of its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section II, "Setbacks, Location and Size of Improvements and Lots," if in the opinion of said members the same shall be necessary to prevent undue hardship because of topography, the

shape of any platted lot or the setback lines as shown on the recorded plats, and if in the opinion of said members of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line restriction of more than five (5) feet or of the main building side line restrictions of more than four (4) feet or of the restrictions as to building size imposed by Section II hereof. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

IV. EASEMENTS.

✓ 1. An easement is reserved over the rear and side lot lines five (5) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. An easement is reserved over the rear lot lines ten (10) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved.

The easements herein provided for shall include the right to cut trees, grade swales or ditches, lay drain pipes or do such other things as may be reasonably required to provide necessary drainage.

2. An easement of twenty feet along Bridges Road for the purpose of maintaining utility rights of way and entry appearance to the subdivision.

V. MAINTENANCE CHARGES.

✓ 1. All the numbered lots on the recorded Plats for each Phase shall be subject to an annual maintenance charge or assessment at the rate of \$120.00 per year. The first assessment of \$120.00 shall be due and payable to the Homeowners' Association on a prorated monthly basis at closing as of the date a deed is delivered to the purchaser of a lot in the subdivision from Bridges Road Land Company, L. P., BRLC Management Co., Inc., or Ricelan Properties, Inc., and thereafter shall be due

and payable in advance on each and every succeeding January 1st.

This assessment shall not apply to any lot so long as it is wholly or partially owned by Ricelan Properties, Inc., Bridges Road Land Company, L. P., BRLC Management Co., Inc., or any builder. As to lots within the category of this paragraph, the first assessment shall be due on the January 1st next following the delivery of a deed to a purchaser.

The assessment of \$120.00 herein provided shall remain effective for a period of three years after the date these covenants are executed. Thereafter the assessment shall remain the same until it is increased, decreased, or discontinued, as from time to time may be determined by a majority vote of property owners of developed lots in said subdivision (there being one vote for each residence in the subdivision whether owned singly or as tenants in common.)

2. All sums payable as set forth above are payable to Ricelan Springs Homeowners Association, Inc. and the amount so paid shall be administered by the officers of said association and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions but it is under no duty to perform or discontinue to perform at any time any of said functions.

(a) For the payment of the necessary expenses for the operation of said association.

(b) For improving, cleaning, and maintaining the streets within the community.

(c) For caring of vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the association to keep such property neat and in good order for the general benefit of all the property owners within the community.

(d) For any expenses incident to the enforcement of these protective covenants.

(e) For such purposes as in the opinion of the

association may be necessary for the general benefit of the property owners in the subdivision.

3. Ricelan Springs Homeowners Association, Inc. will be a non-profit corporation organized by the undersigned at the completion of subdivision or at the discretion of the undersigned. Control of Ricelan Springs Homeowners Association, Inc. will be transferred to the subdivision upon the completion of the subdivision or at the discretion of the undersigned. The membership will consist of the owners of lots in Ricelan Springs Subdivision according to the plat hereinabove described. There shall be one vote for each residence owned singly or as tenants in common. Said corporation shall be responsible for paying the operating costs of the street lights above the cost paid by the public authorities.

4. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

5. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

6. The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall run with the land and be binding upon the Grantee and his successors and assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charge.

7. In the event that it is necessary to foreclose the lien created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate Mortgage.

8. The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgage or Lender of any sums secured by a

properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any such Mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Lien Instrument or by deed in lieu of foreclosure, and nothing herein contained shall affect the rights herein given to enforce the collection of such charges accruing after the sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court of Greenville County. As to subsequent bona fide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens, provided, however, that nothing herein contained shall affect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bona fide purchaser for value.

(c) The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

VI. MISCELLANEOUS.

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24-inches wide by 20-inches high with metal or wood supporting post. There shall be no signs attached to trees at any time.

2. The property within the subdivision is hereby declared to be a bird and animal sanctuary and the hunting of any

birds, or other animals is hereby prohibited.

3. Nothing herein contained shall be construed to prevent the developer, or its successors and assigns, from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and/or residences being constructed therein.

4. No living tree having a diameter greater than two (2) inches at one (1) foot above ground level may be cut on any land without first obtaining the written consent of the Architectural Committee.

5. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them for a period of twenty five (25) years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

If the undersigned, or its successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developer has hereunto set its hand and seal, by its duly authorized officers, at Greenville, South Carolina, this 6 day of August, 1992.

In the presence of:

Bret Hendon
*V. L. Smith

Bridges Road Land Company, L. P.
BY: BRLC Management Co., Inc.
ITS SOLE GENERAL PARTNER

By: M. Dewayne Rice
M. Dewayne Rice, President

And: Richard Phipps
Richard Phipps, V.P.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BOOK 1483 PAGE 855
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named BRLC Management Co., Inc., by its duly authorized officers, sign, seal and as its act and deed deliver the within written Restrictive Covenants and that (s)he with the other witness subscribed thereto witnessed the execution thereof.

Batcheva M. Moshes
Witness

SWORN to before me this
6 day of August, 1992

Myra M. Johnson (SEAL)
Notary Public for South Carolina
My Commission Expires: 12-09-2001

FILED FOR RECORD IN GREENVILLE
COUNTY SC REC OFFICE AT 10:01 AM
08/07/92 RECORDED IN DEED
BOOK 1483 PAGE 855
DOC # 92069120

49120

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) TO RICELAN SPRINGS SUBDIVISION

(Original Restrictive Covenants filed in Deed Book 1483 at Page 513 on August 5, 1992 at 9:29 a.m. and Amended Restrictive Covenants filed in Deed Book 1483 at Page 876 on August 7, 1992 at 10:01 a.m.)

These amendements are additional to and subject to the same conditions as all covenants previously recorded for Ricelan Springs Subdivision Phase I. These additional restrictions shall be applicable to the numbered lots, 12 through 27 and 34 through 37 only, appearing on the plat entitled Ricelan Springs Phase I & II, made by Carolina Engineering Services, Inc. dated February 22, 1993, approved by the County Planning Commisiion on the 22nd day of February, 1993. with said plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 24-I at Page 13. The additional restrictions shall not be enforceable against residents of Phase I unless agreed to by all owners of record for Phase I.

✓1. No continual resident vehicle parking on the street. All residents' vehicles are to be parked in driveways.

✓2. All garage doors are to be kept in a closed position except when necessary for access and yard maintenance.

If the undersigned, or its successors, heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developer has hereunto set its hand and seal, by its duly authorized officers, at Greenville,

South Carolina, this 22nd day of February, 1993.

In the presence of:

Kurt Fawcett
Lai Pascoe

Bridges Road Land Company, L. P.
BY: BRLC Management Co., Inc.
ITS SOLE GENERAL PARTNER

By: M. Dewayne Rice
M. Dewayne Rice, President

And: R. J. Phipps
Richard Phipps, V.P.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named BRLC Management Co., Inc., by its duly authorized officers, sign, seal and as its act and deed deliver the within written Restrictive Covenants and that (s)he with the other witness subscribed thereto witnessed the execution thereof.

Kurt Fawcett
Witness

SWORN to before me this
22 day of February, 1993

Anjanette M. Johnson (SEAL)
Notary Public for South Carolina
My Commission Expires: 12-09-2001