



**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
BRIGHT FARMS**

THIS DECLARATION is made this 5 of July, 2005. by Hearthstone Realty, Inc,
herein after "Developer."

WHEREAS, Developer is the owner of certain Lots of land in Spartanburg County, South Carolina, Shown and upon plat entitled "Bright Farms Subdivision" made by John Robert Jennings PLS Dated March 15, 2005, recorded in Plat Book 158 Page 23, ROD Office for Spartanburg County, SC, and

WHEREAS, Bright Farms will be a residential community, and the developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and to this end, desires to subject all of the lots in Bright Farms as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and /or Restrictions) for the benefit of each and every owner in Bright Farms, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a nonprofit corporation, Bright Farms Homeowners Association for exercising the aforesaid functions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer hereby impose upon Bright Farms the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

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

A. "Association" shall mean and refer to Bright Farms Homeowners Association.

B. "Bright Farms" shall mean and refer to all of the lots and property shown upon a plat of "Bright Farms Subdivision," prepared for the Developer and recorded in the ROD Office of Spartanburg County.

C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights which shall be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations, and Bylaws.

D. "Developer" shall mean and refer to Hearthstone Realty, Inc.

E. "Lot" of "Lots" shall mean and refer to any numbered parcel of land shown upon a plat of Bright Farms subdivision prepared for the Developer and recorded in the ROD Office of Spartanburg County.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Bright Farms Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 hereof.

2. SINGLE FAMILY RESIDENTIAL USE: No lot shall be use except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two (2) stories in height, and , if approved in advance in writing, a private detached garage. No lot or portion of a lot shall be used either as a road of easement or other means of access to adjoining property without express written consent of the Developer.

3. SUBDIVISION OF LOTS: Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots that that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. After Developer has conveyed all the lots, adjoining owners may adjust their boundary lines without additional approval provided that under no circumstances shall a new lot be created by such adjustment.

4. MINIMUM HEATED AREA: Each dwelling shall have at least two (2) bathrooms and no less than Twelve hundred (1200) square feet of heated floor area and a double garage. The heated floor area required by this paragraph shall not include basements, porches, verandahs, breezeways, terraces and garages.

5. BUILDING SETBACK LINES: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of a lot than the setback line (s) shown for such lots on the plat referred to in the deed to such lots from Developer, nor nearer than five (5) feet to any side property line. Furthermore, no such above ground improvements shall be built within twenty (20) feet of the rear property line and, in the case of a corner lot, within ten (10) feet of the side street right-of-way. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. APPROVAL OF BUILDING PLANS-SPECIAL CONDITIONS:

A. No building or structure, whether it is a dwelling, garage, fence or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location and specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be purely upon aesthetic reasons in sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including grassing all of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The minimum pitch for the roof of each dwelling or other approved structure shall be 6/12.

D. All garages must have a door installed.

7. BUILDING MATERIALS: Exterior finishes to be Brick, Stone, Stucco, Wood or Vinyl. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby style/storage building unless the exterior of the same is faced with brick, stone, stucco, wood or vinyl or some other material approved by Developer or its nominee.

8. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes, including typical double-wide mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot unless approved by Developer or its nominee.

9. REQUIREMENTS FOR DRIVEWAYS: All driveways shall be constructed of either asphalt paving, concrete or other material approved by Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing such damage to the satisfaction of the Developer.

10. DEVELOPERS DISCLAIMER: DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS AND APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED

TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

11. GENERAL EASEMENTS: Developer reserves an easement five (5) feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Bright Farms Subdivision. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets be installed underground to any dwelling or other structure located upon a lot.

12. SEWAGE: All sewage shall be disposed of in septic tank approved in writing by the local officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same.

13. FENCING: No fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Subject to the Developer's approval, wire, metal or wooden fencing may be permitted on a lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6) feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

14. BUSINESS ACTIVITIES PROHIBITED: No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products, services or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of hand-crafted items for occasional off premises sale.

15. NUISANCES AND OFFENSIVE ACTIVITIES: No nuisance or other noxious, offensive, unsightly activity or condition shall be conducted or allowed to exist on any lot or adjoining street or streets.

16. PARKING OF VEHICLES: No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicle.

17. PORTABLE OR METAL BUILDINGS PROHIBITED: Portable buildings, metal storage buildings or other similar off site constructed storage buildings are prohibited to be placed or remain on any lot unless approved by Developer or Association.

18. SWING SETS AND BASKETBALL GOALS: Swing sets, sandboxes, gym sets and any other similar devices or structures primarily for children's enjoyment must be located behind the rear corners of the dwelling. Basketball goals, both portable and permanent, must be located behind the front edge of the house.

19. NO TEMPORARY RESIDENCES: no garages or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

20. ANIMALS: No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animal shall be kept on any lot at any time, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. The owners shall abide by all laws and regulations relating to keeping pets.

21. TRASH RECEPTACLES: All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view.

22. CLOTHESLINES: Clothesline and poles may be installed on the rear portion of a lot away from the street if they are not visible from a street.

23. SCREENING OF YARD EQUIPMENT: Lawn mowers or other lawn maintenance equipment shall be kept in a screened area or an enclosed area so as to not be visible from any street or adjoining property unless approved by Developer or Association.

24. TELEVISION ANTENNA AND SATELLITE DISHES: No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or Association. The Developer reserves the right to formulate and require specific rules and regulations for such items and/or approve same on a case-by-case basis. Developer will approve satellite dishes which are eighteen (18) inches or smaller in diameter but the location of each one requires the written approval of Developer or Association. No device will be attached to the front of the dwelling.

25. COMPLETION OF IMPROVEMENTS: All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

26. COVENANTS OF GOOD APPEARANCE AND REPAIR: Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free from debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to

pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 38.1. THE DEVELOPER, THE ASSOCIATION OR ANY OTHER RESPECTIVE DIRECTORS, OFFICERS AGENTS, EMPLOYEES OR OTHER MEMBER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

27. SIGNS: no signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty (30) inches by thirty (30) inches in size, provided, however, the Developer shall have the right to use additional signs for development of the property. Any provisions herein expressly providing for identifying signs for the subdivision take precedence over this paragraph.

28. STREET LIGHTING: If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association.

29. MAINTENANCE OF STREET RIGHT-OF-WAY: The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

30. FUEL TANKS: All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control: whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth. Propane tanks for gas logs must be in back of house or screened from street.

31. FIREWORKS: Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.

32. SWIMMING POOLS: No swimming pool may be constructed and placed on any lot within Bright Farms Subdivision until the location and design of said pool including fencing and landscaping is approved in writing by the Developer or Homeowners Association.

33. MAIL RECEPTACLES: All mail boxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each Owner has the responsibility of keeping same in good repair and appearance.

34. TEMPORARY SALES OFFICE: The Developer or its agent shall have the right to place or erect a temporary sales office on any lot in the development for the purpose of marketing.

35. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

A. Membership: Every person or entity who is a record owner of a fee simple or undivided fee interest in any Lot which is subject by covenants of record to assessment by the

Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting rights: The Association shall have two (2) classes of voting membership as follows:

Class A: Class A members shall be all those owners defined in paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by paragraph 1. When more than one person hold such interest or interests in any such Lot, all such persons shall be members, and the Vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the vote outstanding in Class B membership; or

(b) January 1, 2020.

36. PROPERTY RIGHTS IN COMMON PROPERTIES:

A. Creation of Lien and Personal Obligation of Assessments: The Developer for each lot owned by it within Bright Farms hereby covenants and each owner of any Lot by acceptance of a deed to a Lot within Bright Farms, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

(1) Expenses for the maintenance, upkeep and improvement of the Common Properties.

(2) Payment for services in connection with the maintenance, upkeep and improvements of the Common Properties, including utilities, taxes, water usage and other reasonable and necessary expenses.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler system within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, cost or expense, including management fees reasonably related to the performance of any duty or responsibility to the Association as

determined by the Board of Directors of said Association in accordance with the Bylaws or these restrictions.

C. Basis and Maximum of Annual Assessment: There will be no annual assessments until the year beginning January 1, 2006. For the year beginning January 1, 2006 the annual assessment shall be One Hundred (\$100.00) Dollars per Lot. Beginning January 1, 2007, the annual adjustment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount or higher amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not effect the Developers voting rights in the Association.

D. Special Assessment for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessment: Subject to the limitations in paragraph 38C above, and for the periods therein specified, the Association may change the maximum and basis of assessments fixed by paragraph 38C hereof prospectively for any such period provided that any such change 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum of any Action Authorized Under Paragraph 38D and 38E: The quorum required for any action respecting assessments authorized by paragraph 38D and 38E hereof shall be the Members present at a meeting duly called and convened pursuant to paragraphs 38D and 38E hereof.

G. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided herein shall commence January 1 of each year. The annual assessments provided herein shall begin and become due January 1, 2006 and on January of each year thereafter. Prior to January 1, 2006, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any such special assessment under paragraph 38D hereof shall be fixed in the resolution authorizing such assessment. At the initial closing of the lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

H. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall

upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of the Association: If the assessments are not paid on the dates when due (being the dates specified in paragraphs 38G above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate of one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE-18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same on an action to foreclosure the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

J. Lien of Assessments in Subordinate to Recorded Mortgages: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

K. Collection of Maintenance Assessments: It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including those that have accrued prior to the date of the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protective covenants, the Developer's representative, presently Hinson Management, Inc. located at P.O. Box 160207, Boiling Springs, SC 29316, 864-599-9019, should be contacted, to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-rata to those assessments that should be collected at the time of sale.

37. ENFORCEMENT BY HOMEOWNERS ASSOCIATION: Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.

38. DELEGATION OF DEVELOPER'S RIGHTS: All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Develop may assign and /or delegate all or any part of such reserved rights to the Association.

39. TERMS OF ENFORCEMENT AND AMENDMENTS: The covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until October 1, 2040, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Bright Farms agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owning at least two-thirds (2/3) of the Lots in Bright Farms. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

40. EFFECT OF COVENANTS AND ENFORCEMENT:

A. Effect of Provisions of These Covenants: Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Bright Farms do promise, covenant and undertake to comply with each provision of these Covenants, which provisions are:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.

C. Against Whom May the Covenants be Enforced: The obligation and benefits prescribed by this Instrument shall run with the property and shall be enforceable against any

owner, his heirs, successors and assigns, and any other person whose activities bear a relation to the property, including guest and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.

D. Enforcement Remedied: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to the covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the Covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

41. MISCELLANEOUS

A. No Waiver: Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.


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

C. Board Authorizations: All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its Bylaws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions: When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender and the singular, the plural and visa versa, and words used in the present tense shall include the future tense.

E. Savings Clause: If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the 5 day of July, 2005.



Hearthstone Realty, Inc.

By: 
Its: PRESIDENT

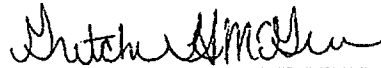


STATE OF SOUTH CAROLINA }

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG }

I, am undersigned Notary Public for the State and County aforesaid, certify that the within named Developer personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 5 day of July, 2005.



Notary Public for South Carolina

My commission expires: 11/14/2006