BYLAWS
OF
BRIGHT FARMS HOMEOWNERS' ASSOCIATION

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BYLAWS
OF
BRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME, LOCATION, AND REGISTERED AGENT

Section 1.1. Name. The name of the corporation is BRIGHT FARMS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2. Location. The principal office of the Association shall be located within the Bright Farms Subdivision, in Spartanburg County, South Carolina.

Section 1.3. Registered Agent. The initial registered office and registered agent shall be as set forth in the Articles of Incorporation. The Association may change its registered office and registered agent at any time, in accordance with the direction and approval of the Board of Directors of the Association.

ARTICLE 2
PURPOSE AND DEFINITIONS

Section 2.1. Purpose. The purpose for which the Association is organized is, but shall not be limited to:

- Manage and maintain the street lighting services to the owners of property within Bright Farms Subdivision, hereinafter referred to as the "Subdivision".
- Manage and maintain the Common Areas within the "Subdivision".
- Pay all necessary expenses associated with the "Association".
- Fix the rate of annual and special assessments.
- Administer and enforce all conditions and restrictions applicable to the Property owners known as the "Subdivision" located in Spartanburg County, South Carolina, as identified within the Articles of Incorporation for a Nonprofit Corporation registered with the state of South Carolina, and as identified in the Restrictive Covenants duly registered in the County of Spartanburg for the "Subdivision".
- To engage in other activities allowed by law which are necessary from time to time for the "Association" to carry out its duties and responsibilities in maintaining the safety of the "Subdivision" and upholding property values.

Section 2.2. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Restrictive Covenants as is duly recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina. DEED83-K, page 122 dated 5 July 2005 in Plat Book 158 Page 23, for Phase 1. DEED89D page 78b in Plat Book 161 page 500 dated 25 July 2007 for Phase 2..

ARTICLE 3
MEETINGS AND MEMBERSHIP

Section 3.1. Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to:

- The owner(s) of any undeveloped lot as designated by law.
- The Builder to whom the owner(s) may convey a lot for construction of a home for sale as long as the home meets ACR requirements and as long as the builder holds title to said lot.
- All other owners of Lots within the "Subdivision", provided that any such person or entity, who holds such interest in a lot(s) merely as security for the performance of an obligation, shall not be a Member, and shall have no voting privileges.

Section 3.2. Annual Meetings. The first annual meeting of the Members shall meet one of the following requirements.

- Be held on such date as determined by the Management Firm assigned by the Declarant, within one year from the date of incorporation of the Association.
- During the first calendar year that Assessments are charged to the Owners.
- Finally when none of the above has been met, within one year after the official designation of the first Board of Directors.

Each subsequent annual meeting of the Members shall be held on such date and time as determined by the Board of Directors.

Section 3.3. Special Meetings. The Association shall hold a Special Meeting of the Members on the call of the Board of Directors or upon written demand to the Board of Directors of at least ten percent (10%) of the Members. Special Meetings of the Members shall be held at the specific time, date, place, and purpose thereof. No business shall be transacted at a Special Meeting, except as stated in the written notice for the meeting.

Section 3.4. Place of Meetings. All meetings of the Members shall be held at such a place within Spartanburg County, South Carolina, as shall be determined by the Board of Directors of the Association to be suitable to the Members, either in the Community or as convenient thereto as possible and practical.

Section 3.5. Notice of Meetings. Written notice of each meeting (Annual or Special) of the Members shall be given by mailing a copy of each such notice by first class mail, postage paid, not less than thirty (30) days nor more than sixty (60) days before the date of the meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, supplied by the Management Firm for the Association or that of the last meeting held by the Board of Directors. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the exact purpose of the meeting.

Section 3.6. Membership List. Upon determining the Members of record for any meeting, the Board of Directors shall prepare an alphabetical listing of the Members who are entitled to vote at the meeting, which shows the name and address of each Member. This list shall be present and available for inspection by any Member during the meeting, and on the beginning of business the day after the meeting as the availability of the Board of Directors Records allow.

Section 3.7. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. Each Lot shall entitle the Owner(s) of said lot to one (1) vote. Where more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said 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. No fractional votes shall be allowed.

Section 3.8. Quorum. A Quorum shall meet one of the following:

- The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, equal to at least ten percent (10%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictive Covenants or these Bylaws.
- In the event of a special meeting called for the change in basis and or annual assessment, a Quorum will be two thirds (2/3) of the Members in person or by proxy voting at the meeting duly called for this purpose, which were notified in writing at least thirty (30) days prior to the meeting setting forth the purpose of the meeting.

Section 3.9. Proxies. At all meetings of the Membership, each Member may vote in person or by proxy. All proxies will be in writing and dated not more than eleven (11) months prior to the meeting for general purposes. Where a special meeting is to be held, the proxy will be for that meetings business only. Proxies shall be revocable by:

- Appearing at the meeting and voting in person.
- Filing a valid substitute proxy or cancellation of proxy with the Board of Directors prior to the call to order of the meeting.
- The conveyance by the Member of his Lot.

Section 3.10. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Restrictive Covenants, or these Bylaws, any action or decision approved by a vote or by proxy of no less than fifty-one percent (51%) of the Members of the Association present at the meeting, shall bind all Members, present or not.

ARTICLE 4
BOARD OF DIRECTORS

Section 4.1. Original Members. The business and affairs of the Association shall initially be managed by a Board of Directors consisting of five (5) Members residing in the Subdivision, who were selected from the Members present at, or by proxy, at the meeting called for by the Management Firm for this purpose on August 27, 2009.

The names of the initial Board of Directors who will serve until such time as their successors are duly elected and qualified are as follows:

President:	Clark Williams
Vice-President:	Maurice (Mo) Freund
Secretary:	Anna Henderson
Secretary At Large:	Crystal Hewitt
Treasurer:	Jeremy King

Section 4.2. Future Members. The future Board of Directors may consist of three (3) to five (5) Members. At no time, however, shall a Board Member serve with his or her spouse.

Section 4.3. Election. Directors shall be elected at the annual meeting of the Association by oral or written ballot. At such election, the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Restrictive Covenants and these Bylaws. The person receiving the largest number of votes shall be said to be elected.

Section 4.4 Term of Office. The term of office for each Director of the Board shall be three (3) consecutive years. Initially however, one (1) Director shall serve one (1) year, two (2) Directors shall serve two (2) years, and the remaining two (2) Directors will serve three (3) years. At each subsequent annual meeting of the Association one (1) qualified Member will be elected to replace the Director who is completing his or her final year in office. A Director completing his or her final year in office may run for office again if they are so nominated and chosen. All Directors shall continue to serve until their successor is elected and qualified or until their earlier resignation, removal from office, or death.

Section 4.5. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by two-thirds (2/3) majority vote of the Members of the Association present or by proxy, at an annual or a special meeting called for the purpose. The Board of Directors shall have, acting alone on a two-thirds (2/3) majority, the power to remove any Director meeting any of the following criteria:

- Has three (3) consecutive unexcused absences from Board of Director Meetings.
- Is delinquent in the payment of any assessment for more than thirty (30) days.
- Has a violation of the Restrictive Covenants lasting more than thirty (30) days without corrective action resolving the violation.
- Receives two (2) violations of the Restrictive Covenants.

In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the un-expired term of his or her predecessor.

Section 4.6. Resignation of Directors. Any Member of the Board of Directors may resign at any time by giving written notice to the remaining Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.7. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of their duties only as pre-approved by the Board of Directors.

Section 4.8. Conflict of Interest. Any Member of the Board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that Member from acting on the matter in an impartial manner, will offer to the Board of Directors to voluntarily excuse him/herself and will vacate his/her seat and refrain from discussion and voting on said item.

Section 4.9. Salaries of Employees and Agents. Except as provided elsewhere in the Restrictive Covenants and these Bylaws, the Board of Directors shall set the salaries of all employees and agents of and for the Association.

ARTICLE 5
MEETINGS OF BOARD OF DIRECTORS

Section 5.1. Regular Meetings. Regular Meetings of the Board of Directors shall be held on a periodic basis as the Board of Directors sees fit, but not less often than four (4) times per year, including the annual meeting. Regular meetings shall be scheduled on such day and at such place and hour as fixed by majority vote of the Board of Directors.

Section 5.2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by any two (2) Directors, or as often as necessary to conduct Association related business, not requiring the Membership as a whole. The date of the meeting will normally give three (3) days notice, except in the case of an emergency, at which time the meeting shall be held immediately.

Section 5.3. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association. However, no Member(s) other than the Board of Directors may participate in any discussion or deliberation unless expressly so authorized by the Board of Directors present at the meeting.

Section 5.4. Notice of Meetings. Notice of each Special or Regular Meeting of the Board of Directors shall state the date, time, and place of such meeting. The Board of Directors requesting the meeting may give notice in writing to their home address, by electronic mail, , or verbally by phone or in person. Notifications will normally be delivered at least three (3) days prior to the meeting.

Section 5.5. Quorum for the Board of Directors. A majority of the number of Directors in good standing shall constitute a quorum for the transaction of business. Every act or decision done or made by the majority of the Directors present and agreeing on the action shall be regarded as the act of the Board of Directors and shall be binding on all Members of the Association.

Section 5.6. Executive Session. The Board of Directors may adjourn a meeting and reconvene in Executive Session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive

nature. The nature of any and all business to be considered in Executive Session shall first be announced in open session.

Section 5.7. Action Without a Formal Meeting. Any action to be taken at a Meeting of the Board of Directors or any action that may be taken at a Meeting of the Board of Directors may be taken without a Meeting if one or more consents in writing, set forth the action so taken, shall be approved in writing (e-mail) or signed by the Board of Directors and delivered to the Association for inclusion in the minutes of the Board of Directors Records.

Section 5.8. Electronic Participation. One or more of the Board of Directors may participate in and vote during any Regular or Special Meeting of the Board of Directors by telephone, e-mail, or similar electronic communication equipment by means of which all Board of Directors participating in the Meeting are able to hear, or communicate with each other at the same time. The Board of Directors shall be considered present at the Meeting and this shall count as a quorum for the Board of Directors Meeting.

Section 5.9. Liability of the Board of Directors. The Members of the Board of Directors shall not be liable to the Members or to the Association for any mistake of judgment, negligence, or otherwise liable, except for:

- A breach of the Director's duty of loyalty to the Association or Members.
- Individual willful misconduct or bad faith.
- Any willful transaction from which a Director derived an improper personal benefit.

The Members shall indemnify and hold harmless each of the Members of the Board of Directors regarding contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Restrictive Covenants or these Bylaws.

It is the intent that the Members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Members.

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1. Initial Board of Directors. The initial Board of Directors, consisting of five (5) Members residing in the Subdivision, were selected, from the Members present at a meeting called for on August 27, 2009 by the Management Firm for this purpose.

Section 6.2. Positions. The positions of President, Vice-President, Secretary, and Treasurer will be designated by resolution of the Board with an affirmative vote of at

least two thirds (2/3) in favor of the member and position nominated for. Other positions maybe selected in the future as needs require.

Section 6.3. Powers. Except as otherwise provided in the Restrictive Covenants, the Articles of Incorporation, and these Bylaws, all of the powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Restrictive Covenants, the Articles of Incorporation and these Bylaws, which govern the use of the Subdivision including all Common Properties. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and responsibilities, in way of explanation, but not limited to the following:

- Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses.
- Establish the amount of assessments to defray the annual expenses of the Association as established in the Budget therefore.
- Employ attorneys and accountants to advise, serve and represent the Association when deemed necessary.
- Employ agents, independent contractors, or such other employees as deemed necessary, and prescribe their duties.
- Remove agents, independent contractors, or such other employees when their duties are not preformed in accordance with the Board of Directors instructions.
- Arrange for the care, upkeep, and maintenance of all Common Areas of the Subdivision.
- Procure and maintain adequate liability insurance covering the Association and the Board of Directors thereof and adequate hazard insurance on the Common Property owned by the Association, and pay the premium costs thereof either directly or through a Management Firm.
- Enforce by legal means the provisions of the Articles of Incorporation, Restrictive Covenants, these Bylaws, and the rules and regulations adopted by them on behalf of the Association for the use of the property within the Subdivision.
- Review and approve all ACR's, (Architectural Committee Requests) to ensure compliance with the provisions stated in the Restrictive Covenants.
- Pay, either directly or through a Management Firm, the cost of all services rendered to the Association or Subdivision or its Members, which are not directly chargeable to the Owners.
- Keep books and records, with detailed accounts, of the receipts and expenditures affecting the Association and its administration.
- Keep books and records, with detail accounts, of the rules and regulations for the Association, to include but not limited to the Articles of Incorporation, The Restrictive Covenants and these Bylaws and any and all Resolutions adopted by the Members.

Section 6.4. Duties. The duties of the Board of Directors shall be, but are not limited to the following:

President

- Shall preside over all business meetings of the Association and the Board of Directors.
- Shall be the deciding vote, when required, in case of a tie at a Board of Directors meeting.
- Shall ensure all orders and resolutions of the Board of Directors are carried out.
- Shall sign all legal documents and other written instruments as required for the business of the Association.
- Shall supervise and control the management of the Association.

Vice President

- Shall act in the place of the President in the event of his/her absence, inability or refusal to act.
- Shall maintain the official records for the Board of Directors and the Association.
- Shall be the official representative for the Association with the Management Firm.
- Shall carry out such other duties as may be prescribed by the President or the Board of Directors.

Secretary

- Shall record, in detail, the minutes of all meetings of the Board of Directors.
- Shall record, in detail, the minutes of all meetings of the Association.
- Shall maintain the current roster of all Members of the Association, showing names and addresses of each.
- Shall retain all proxy votes with the Membership roster used for sign in at the meeting.
- Shall have each Member of the Association attending a meeting, sign the current roster with their name and also sign appropriate space(s) with proxy vote(s).
- Shall ensure all notices of meetings for both the Association and the Board of Directors are conveyed in accordance with current directives.
- Shall perform such other duties as may be prescribed by the Board of Directors.

Secretary At Large

- Shall act in the place of the Secretary in the event of his/her absence, inability or refusal to act.
- Shall carry out such other duties as maybe prescribed by the Board of Directors.

Treasurer

- Shall prepare an annual budget for presentation and approval of the Board of Directors.
- Shall prepare an annual budget statement to be presented to the membership at the regular annual meeting, having copies prepared for each member in attendance.
- Shall carry out such other duties as maybe prescribed by the Board of Directors.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1. Amendments or Repeals. These Bylaws may be modified, amended or repealed by two thirds (2/3) vote of the Board of Directors at any Annual or Special Meeting of the Board of Directors, called for the purpose of making revisions, amendments, or repeals.

Section 7.2. Management Firm. The Board of Directors may employ, for the Association, a professional Management Firm or agents at a compensation established by the Developer for the first year, and then by the Board of Directors in subsequent years. The Board of Directors shall establish in writing their duties and services.

Section 7.3. Members Right to Appear Before the Board of Directors. All Members of the Association have the right to appear individually before the Board of Directors for the purpose of explaining the reasons for not complying with the Articles of Incorporation, the Restrictive Covenants and these Bylaws. After appearance before the Board of Directors, the Member will be excused, and the Board of Directors will go into Executive Secession to discuss the explanation. The ruling of the Board of Directors will be final and will be conveyed to the Member by written notice from the Board of Directors or the Management Firm.

Section 7.4. Committees. Special Committees to perform a set task may be assembled by the Board of Directors for the explicit purpose of gathering information and making recommendations to the Members or the Board of Directors for improvements in the Subdivision. All decisions must comply within the Articles of Incorporation, the Restrictive Covenants and these Bylaws.

Section 7.5. Fiscal Year. The fiscal year of the Association shall be the calendar year and shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

Section 7.6. Books and Records. All books, records and papers of the Association shall at all times, during reasonable business hours and with reasonable notice, be subject to inspection by any Member of the Association. The Articles of Incorporation, Restrictive Covenants, and these Bylaws of the Association shall be available for inspection by any Member of the Association, where copies of such, may be purchased at a reasonable cost to the Member requesting copies.

Section 7.7. Dissolution or Liquidation. In the event of the dissolution of the Association, no Member, Director, or Officer of the Association, shall be entitled to share in the distribution of any corporate assets, but the assets of the Association shall be applied and distributed as follows:

- All liabilities and obligations of the Association shall be paid, satisfied, and discharged, or adequate provisions shall be made therefore.
- Assets held by the Association upon a condition which occurs by reason of dissolution shall be returned, transferred, or conveyed in accordance with such requirements.
- All of the remaining assets of the Association shall be transferred or conveyed to the Members, pro rata.

ARTICLE 8
INDEMNIFICATION OF BOARD DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any Director or Officer or Former Director or Officer of the Association or any person who may have served at the request or pleasure of the Association as a Director or Officer of another Corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a Director or Officer was adjudged liable to the Association or in relation to a proceeding where a Director or Officer was adjudged liable on the basis that personal benefit was improperly received by the Director or Officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee or Agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee or Agent of the Association, or is or was serving at the request or pleasure of the Association as a Director, Officer, Employee or Agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a Director or Officer of the Association, or is or was serving at the request of or pleasure of the Association as a Director or Officer of the Association, or is or was serving at the request or pleasure of the Association as a Director or Officer of another corporation, partnership, joint venture or other enterprise, shall be reduced by any amounts such person may collect as indemnification:

- Under any policy of insurance purchased and maintained on his behalf by the Association
- From such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 8, or elsewhere in these Bylaws, shall operate to indemnify any Director or Officer if such indemnification is for any reason contrary to any applicable state or federal law.

The Board of Directors on the _____of_____, 2009, approved these Bylaws.

_____ Clark Williams (President)

_____ Maurice Freund (VicePresident)

_____ Anna Henderson (Secretary)

_____ Crystal Hewitt (Secretary at Large)

_____ Jeremy King (Treasurer)