

STATE OF SOUTH CAROLINA)
) AMENDMENT TO LAND USE
) RESTRICTIONS, PROTECTIVE
 COUNTY OF SPARTANBURG)
) COVENANTS, AND BUILDING STANDARDS
) MARK III PROPERTIES, INC. NORTH
) RIVER HILLS – HWY #9

WHEREAS, Mark III Properties, Inc. was the owner of a certain tract of land which was subdivided into seventy lots as shown on a plat of Mark III Properties, Inc., North River Hills, hereinafter known as "Property", surveyed by Neil R. Phillips, dated August 20, 1992, and recorded in Plat Book 117, at Page 905, in the Office of the Register of deeds for Spartanburg County; and

WHEREAS, at the time it developed the Property, Mark III Properties, Inc. established a general plan of development hereinafter known as the "Declaration", to restrict the use and occupancy of the Property for the protection of the property and the future owners thereof; and

WHEREAS, the Declaration prepared by Mark III Properties, Inc. was named "Land Use Restrictions, Protective Covenants, and Building Standards, Mark III Properties, Inc. North River Hills – Hwy #9" and was recorded in Deed Book 59-F, Page 326, in the Office of the Register of Deeds for Spartanburg County; and

WHEREAS, Mark III Properties, Inc. reserved in said Declaration the power and authority to approve all improvements to any lot sold within the Property, the power and authority to enforce the Declaration, the power and authority to amend the Declaration, and by implication the authority to transfer the rights to amend and enforce the Declaration; and

WHEREAS, Mark III Properties, Inc. amended the Declaration by filing the "Amendment to Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc. North River Hills – Hwy #9" in Deed Book 70-P, Page 658, in the Office of the Register of Deeds for Spartanburg County; and

WHEREAS, in such Amendment, Mark III Properties, Inc. transferred certain power and authority concerning the Declaration to North River Hills, Inc. Homeowners Association, hereinafter "Association", which was formed and operated by the owners of the Property; and

WHEREAS, in the previously referenced Amendment to the Declaration, the Association was empowered, in part, to develop rules and regulations consistent with the Declaration for the mutual benefit of all property owners within the Property; to set and collect all fees which it deems necessary to maintain the street lights, care for the common areas, upkeep the entrance area, as well as any other fees and costs it deems necessary to further the intent and requirements set forth in the Declaration or to effectuate the enforcement of the; to amend and to enforce the Declaration as well as any additional rules and regulations which it creates, with certain exceptions; and

WHEREAS, the previously referenced Amendment to the Declaration further states that for any amendment to the Declaration to be effective after September 7, 1999, the amendment must be by written approval of two-thirds (2/3) of the lot owners; and

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WHEREAS, two-thirds (2/3) of the lot owners of the Property have given their written approval for the current Amended Declaration to be amended to read as set forth herein.

NOW, THEREFORE, the "Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc. North River Hills – Hwy 9", as previously amended, are hereby further amended to read as follows:

1. **General.** The Property and Common Properties of the North River Hills Residential Subdivision, as defined herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such Property and Common Properties and be binding on all parties having any right, title or interest in such described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.
2. **Definitions:**
 - a. "Association" shall mean and refer to North River Hills, Inc., its successors and assigns.
 - b. "Board" shall mean and refer to the Board of Directors of North River Hills, Inc., its successors and assigns.
 - c. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot on the Property, as defined herein; provided, however, notwithstanding any applicable theory of mortgage law, that "Owner" shall not mean, or refer to, the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding, or deed in lieu of foreclosure.
 - d. "Subdivision Plat" shall mean and refer to that a plat of "North River Hills Residential Subdivision" for Mark III Properties, Inc., by Neil R. Phillips and Co., Inc., dated August 20, 1992, and recorded in Plat Book 117, Page 905, in the Office of the Register of Deeds for Spartanburg County, as amended by that plat for "North River Hills Subdivision" by Neil R. Phillips and Co., Inc., dated February 11, 1998, and recorded in Plat Book 140, Page 955, in the Office of the Register of Deeds for Spartanburg County, and that plat for "North River Hills Subdivision" by Neil R. Phillips and Co., Inc., dated April 30, 2008, and recorded in Plat Book 163, Page 354, in the Office of the Register of Deeds for Spartanburg County .
 - e. "Property" shall mean and refer to all of that certain piece, parcel, or lot of land, and all of the platted lots therein, shown upon the Subdivision Plat, as defined in subparagraph d. herein.
 - f. "Common Properties" shall mean and refer to any area designated for an easement shown on the previously-referenced plat of "North River Hills Residential Subdivision", to other landscaped areas within North River Hills Residential Subdivision, and shall include, but

not be limited to, all street lights, street signs, entrance sign, directional sign on Route 9, the brick and iron works at the entrance and all associated landscaping, and to all other real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

- g. "Lot" shall mean and refer to the platted, numbered lots shown on the previously-referenced plat of the Property, recorded in Plat Book 117, Page 905, in the Office of the Register of Deeds for Spartanburg County
- h. "Declaration" shall mean and refer to the Land Use Restrictions, Protective Covenants, and Building Standards, dated August 31, 1992, and as recorded September 4, 1992, in Deed Book 59-F, Page 326, and the amendments thereto recorded in Deed Book 64-M, Page 374; Deed Book 70-P, Page 658; Deed Book 70-X, Page 324; and Deed Book 72-A, Page 42, in the Office of the Register of Deeds for Spartanburg County.
- i. "Amended Declaration" shall mean the covenants, conditions, and restrictions set forth in this instrument.

3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of the Members has been recorded; and
- b. the right of the Board to enact, publish and enforce reasonable rules and regulations.

4. Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

5. Creation of the Lien and Personal Obligation of Assessments.

- a. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be

a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- b. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Properties.
6. **Maximum Annual Assessment.** The maximum annual assessment shall be \$195.00 per Lot. From and after January 1, 2012, the maximum annual assessment may be increased each calendar year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership. Any increase over the maximum assessment shall require a two thirds (2/3) vote of the members who are voting in person or by proxy, at a meeting called by the Association for this purpose. The Board may fix the annual assessment at an amount not in excess of the maximum.
 7. **Special Assessment for Capital Improvements and Legal Fees.** In addition to the annual assessments authorized herein, 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 maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, or legal fees provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
 8. **Notice and Quorum for any Action Authorized Under Paragraphs 6 and 7.** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 6 and 7 herein shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
 9. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual assessments will be collected on an annual basis and special assessments shall be paid by the payment due date set forth in the billing notice for such special assessments.
 10. **Date of Commencement of Annual Assessments.** The Board shall fix and shall send written notice of the amount of the assessment against each Lot to every Owner subject thereto by June 1.

The due date for payment of the assessment is July 1. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- 11. Effect of Nonpayment of Assessment; Remedies of the Association.** Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of five (5%) percent per annum. [At the prime rate of interest plus 3% per annum. The prime rate of interest shall be the prime rate published in the Wall Street Journal from time to time.] If the assessment, plus any accrued interest, has not been paid within ninety (90) days of the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. In such action, the Association may recover the amount of the annual or special assessment, together with interests, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.
- 12. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 13. Residential Use.**

 - a. All Lots shall be used for residential purposes exclusively and only one single family residence may be erected on any one Lot. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted or maintained or permitted on any part of the Property; provided, however, that the Board, by prior written approval, may permit, but shall not be obligated to allow, a Lot to be used for business or commercial purposes so long as such use, in the sole discretion of the Board, does not otherwise violate the provisions of this Amended Declaration, does not create a disturbance, does not unduly increase traffic flow or parking congestion, and complies with all local government requirements for permits, zoning and other regulations. The Board may issue rules regarding permitted business activities and the failure to comply with such rules shall constitute a violation of this Amended Declaration. Leasing of a Lot to an Occupant for use as a residence shall not be considered a business or business activity. Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.

- b. **Leasing.** Lots may be leased for single family residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of this Amended Declaration and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, after contacting the owner, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.
- c. **Occupants Bound.** All provisions of this Amended Declaration and of any rules and regulations use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

14. Subdivision of Lots. Unless approved in writing by the Board, no Lot shall be subdivided nor shall the boundary of any Lot be changed. Two or more Lots or portions of Lots may be combined for the purpose of creating a larger Lot, but no portion of any such combined Lot may be subdivided or sold without the prior written approval of the Board. All Lots resulting from the subdivision or the combining of Lots or portions of Lots shall have a minimum of twelve thousand (12,000) square feet of area and shall be subject to this Amended Declaration as one Lot.

15. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in the various Codes and Publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization. No dwelling shall be erected unless it contains the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling that is served by heat and completed for occupancy; provided, however, that such term does not include garages, carports, boat sheds, terraces, decks, screened porches, open porches, all unfinished basement or other interior spaces, and the like areas; provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The minimum enclosed dwelling area shall not be less than one thousand six hundred (1600) square feet. No dwelling or building shall be erected, altered or placed on any Lot other than one single-family residence not to exceed three and one-half (3-1/2) stories in height without the prior written approval of the Board. The term "story" or "stories" shall include any garage, basement or similar area.

16. Setbacks and Building Lines.

- a. With the exception of the amendment granted to Lot No. 19 in the Amendment to Restrictions for North River Hills recorded in Deed Book 64-M, Page 374; the amendment granted to Lot No. 29 in the Waiver of Restrictive Covenants recorded in Deed Book 72-A, Page 42; and the amendment granted to Lot No. 31 in the Alteration of Land Use Restrictions, Protective Covenants and Building Standards recorded in Deed

Book 70-X, Page 324; setback lines are shown on the Subdivision Plat and no structure or building improvement may be located in the setback area or nearer than ten (10) feet to a side lot line unless approved in writing by the Board. The remaining area of the Lot is the buildable area and all building improvements must be contained within the buildable area; provided, however, eaves, overhangs, gutters and foundations may extend beyond the buildable area if approved in writing by the Board.

- b. No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement.
- c. Fences shall not be considered a building improvement for purposes of this section and are addressed in Paragraph 17 herein.

17. Walls and Fences.

- a. **Front Property Line.** No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the said minimum front building setback line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to the design, including construction materials, of fences or walls which have been approved in writing by the Board. Trees, hedges, shrubbery, plants, and other similar plantings do not constitute a fence or wall.
- b. **Rear and Side Property Lines.** All fencing size, type and locations must be approved in writing by the Board except as follows: split rail and shadowbox fencing may be installed from the rear corner of the house to the side property lines, alongside property lines, to the rear property line, and along the rear property line. Four (4) foot high chain link fencing may be installed in the same location as split rail and shadowbox fencing except no chain link fencing shall be installed from the side of the house to the side property line. The Board may disapprove fencing for any reason, including aesthetic reasons.

18. Terraces, Detached Garages and Eaves. For the purpose of determining compliance or non-compliance with the setback and building line requirements set forth in Paragraph 16 herein, terraces, stoops, eaves, wing-walls, and steps shall be considered building improvements. All detached structures and other building improvements shall be placed to the rear of the main dwelling unless approved in writing by the Board.

19. Storage Sheds and Garages. Construction, installation, or placement of a storage shed, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Board in its sole discretion. All plans (which must include the length,

width, height, materials, colors, and location) must be submitted to the Board for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location which is inconspicuous, as much as possible, from public view.

20. Compliance with Zoning and Subdivision Regulations. In no event shall any dwelling or building improvement be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county land management or zoning ordinances or subdivision regulations in effect where the Property is located.

21. Obstructions to View at Intersection. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create traffic or sight problem. The lower branches of trees and other vegetation shall not be permitted to obstruct the view at intersections and it shall be the responsibility of the respective Lot Owner upon whose Lot such branches or vegetation exist to insure that the view of traffic at intersections is not obstructed.

22. Completion of Construction.

a. All building improvements commenced on any Lot in the property shall be prosecuted diligently to completion and shall be completed within two (2) years from the date the building permit was issued for such construction unless such improvements are being constructed by the Association or unless an exception is granted in writing by the Board. If a building improvement is commenced and is then abandoned for more than ninety (90) days, or if construction is not completed within the required two (2) year period, then, after thirty (30) days written notice to the Owner, the Board may bring an action in equity for injunctive relief to either immediately complete the building improvements or to have the partially constructed improvement torn down and removed from the Lot. In such action, the Association may recover the costs of demolition and removal of the partially constructed improvement, together with costs and reasonable attorney's fees.

b. Major house and yard work projects have a timeline of six (6) months from the date of commencement to be completed. If the project is not completed in that time frame the same remedies described in Paragraph 22.a. above shall apply.

23. Delivery Receptacles, Property Identification Markers and all other Streetscapes. All mailboxes, property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Board.

24. **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Property without the prior written consent of the Board. Notwithstanding the foregoing; the Board and the Association shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot without prior approval from the Board.
25. **Vehicles and Parking.** The term "vehicles," as used herein, shall include, without limitation, recreational or commercial vehicles, motorcycles, trucks, campers, vans, and automobiles.
- a. All residential dwellings within the Property shall contain a garage. **Detached carports are not permitted.**
 - b. Vehicles shall not be parked in any front or side yard (for example, in the grass) daily except in areas designated as a paved driveway or paved parking area or as approved by the Board. Unlicensed, unregistered or inoperable vehicles shall not be stored upon any portion of a Lot unless the same are fully enclosed in a garage or in another area specifically designated by the Board. Visiting guests may only use paved streets for temporary parking of their vehicles (in addition, they are required to follow the same stipulations as stated herein for residents). All Owners must park their vehicles in designated paved parking areas or the garages on their Lot
 - c. Temporary street side parking is allowed according to State and County law. For the safety and presentation of the community, the Board and the Owners do not allow extended street side parking. Extended streetside parking is considered parking beyond 24 hours.
 - d. The parking of large commercial vehicles (>8000lbs.) within the Property will only be allowed with the approval of the Board. Also, no vehicles with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading
 - e. Upon request of the Association or the Board, such vehicles identified in 25.b. and 25.d. above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the costs of such removal shall be an assessment against such Owner.
 - f. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles; provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.
 - g. No motorized vehicles shall be permitted on pathways or unpaved Common Properties except for public safety vehicles and vehicles authorized by the Board

h. Boats and trailers; motor homes, buses, minibikes, scooters, go-carts, off road vehicles, and all-terrain vehicles should be moved out of view of residents and the general public within 4 (calendar) days of placement in ones driveway, paved area, or yard, unless, concealed by fencing, garage, and the back of one's house, or out building. Moving such vehicles in and out of one's yard, in plain view, to circumvent this restriction is not acceptable as a reason or excuse for non-compliance. Failure to adhere to this provision of this Amended Declaration may result in eventual removal of the vehicle by the Association or the Board, as stated in Section 25.e.

26. Clothes Lines, Garbage Containers, and Utility Lines. No clothes lines, exposed garbage containers (except for local governmental required containers and those temporarily used to haul away construction and yard debris) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residences shall be underground.

a. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. This includes fenced in areas.

b. All garbage cans, mobile trash containers, woodpiles, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community per Spartanburg County ordinances and regulations, except for leaves and natural grown vegetation.

27. Animals and Pets. No animals shall be kept, maintained or quartered on any Lot with the exception that domesticated cats, dogs, and caged birds may be kept as pets for the pleasure of the Owners or Occupants. Service animals are allowed. No breeding of animals for business purposes is allowed. No animals shall be permitted to go beyond the perimeter of Owner's lot unless the animal is on a leash and/or under control of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from other Owner's Lots, the Common Properties, streets, etc., immediately.

28. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. The Property shall not be used, in whole or in part, for the storage of any personal property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the

eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Property or Common Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any Property or Common Properties. There shall not be maintained any plants, grasses, or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property or Common Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law. The removal of leaves or other natural vegetation, shall be confined to one's property. Such refuse [ex. leaf blowing] cannot be disposed of on another's property or on the street.

29. **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, if it causes disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property or Common Properties.
30. **Antennas.** Satellite dishes shall be installed behind the main residential dwelling located on any such Lot, hidden from view from the street if at all possible.
31. **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris (including grass clippings or yard waste) shall be placed in these areas. No Owner or Occupant may alter, obstruct, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to the Association.
32. **Air-Conditioning Units.** No window air conditioning units may be installed which are visible from the street.
33. **Lighting.** Except as may be permitted by the Board, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Property; (d) seasonal decorative lights; or (e) front house illumination of homes and security lights.
34. **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation

(excluding wreaths) shall be permitted on the exterior of any property. Exterior sculptures and similar items must be in line with the standards of the neighborhood, or, what a reasonable person residing in the neighborhood would deem appropriate.

35. **Swimming Pools and Hot Tubs.** No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Board. Hot tubs and portable spas shall not be permitted unless enclosed by an approved fence or screen.

36. **Gardens and Play Equipment, Etc.** Vegetable gardens, hammocks, statuary, picnic tables, barbeque or similar grills, furniture, toys, swing sets or similar play equipment, boats or boating equipment, or swimming pools shall be erected, placed and kept between the rear of the dwelling residence located on the Lot and the rear lot line.

37. **Exteriors.** Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Board.

38. **Fuel Tanks and Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling home, within a screened area or buried underground.

39. **Enforcement.** The Association, the Board or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments and charges now or hereafter imposed by the provisions of this Amended Declaration. In such legal proceeding, the prevailing party shall be entitled to recover from the losing party the costs and reasonable attorney's fees incurred in prosecuting the action. Failure by the Association, the Board, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

40. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

41. **Amendment.** The Covenants, conditions, and restrictions of this Amended Declaration shall run with the land and shall bind the Property and Common Properties for a term of twenty (20) years from the date this Amended declaration is recorded, after which time they shall be automatically extended for two (2) successive periods of ten (10) years each unless not less than two-thirds (2/3) of the Owners of the lots, as defined in Paragraphs 2.c. and 2.g. herein, sign an instrument terminating this Amended Declaration not less than thirty (30) days prior to the end of the term. Furthermore, this Amended Declaration may also be amended at any time by an instrument

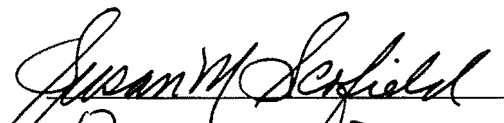
signed by not less than two-thirds (2/3) of the Owners of the Lots, as defined herein; provided, however, that the Board may amend this Amended Declaration, without the consent of the Owners, to correct any obvious error or inconsistency in drafting, typing or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Office of the Register of Deeds for Spartanburg County. All amendments shall become effective upon recordation.

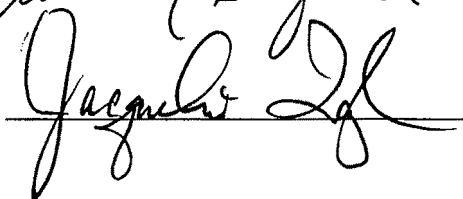
42. **Conflict.** In the event of any conflict between the Amended Declaration and the By-Laws of the Association, the provisions of this Amended Declaration shall control.

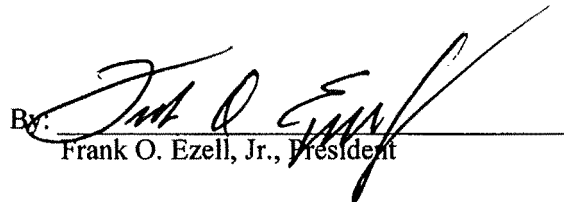
IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed by its duly authorized officer or agent as of June 30, 2011.

In the presence of:

North River Hills, Inc.





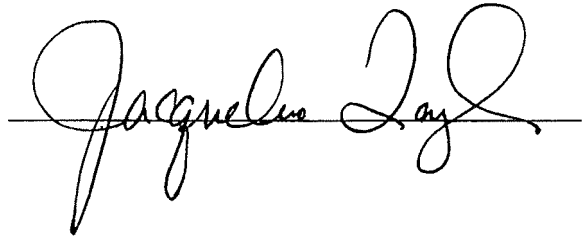
By: 

Frank O. Ezell, Jr., President

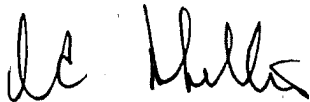
STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named North River Hills, Inc. by Frank O. Ezell, Jr., President, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 30th
day of June, 2011



Notary Public for South Carolina
My Commission Expires: 11-21-13

ALL rights reserved & others?
how? you'll see it?
2000 or there about? probably?

RECORDED
00 MAY 18 AM 11:10 DEED 72 A PG 0 4 2

STATE OF SOUTH CAROLINA)
SPARTANBURG) P.G. S.C
COUNTY OF SPARTANBURG) WAIVER OF VIOLATION
OF RESTRICTIVE COVENANTS
(LOT 29, NORTH RIVER HILLS)

WHEREAS, certain Restrictive Covenants were imposed by Mark III Properties, Inc., recorded September 4, 1992, and recorded in Deed Book 59-F page 326, Office of the Register of Deeds for Spartanburg County; and

WHEREAS, paragraph 5 thereof provided for certain "SETBACK LINES."; and

WHEREAS, the said Restrictive Covenants were executed on behalf of the Developer by its President, John W. Beeson; and

WHEREAS, E. Kent Miller constructed a house upon Lot 29, North River Hills, located at 405 Maplecroft Street, Spartanburg, South Carolina 29303; and

WHEREAS, at the direction of Department of Health & Environmental Control (DHEC), and possibly others, the said Builder, E. Kent Miller was instructed to locate the house thereon forward on the lot, in a position that it in fact encroached substantially upon the forty (40) foot building line otherwise provided for in the aforescribed Restrictive Covenants; and

WHEREAS, as set forth in paragraph 5 of the aforesaid Restrictive Covenants, the Developer, upon a showing of "special, unique or unusual circumstances", may give a waiver of any building setback violation, the said waiver to be in writing, however; and

WHEREAS, the said Developer, Mark III Properties, Inc., under the circumstances, believes that a special, unique or unusual circumstances have been shown, and for any other reasons that it deems appropriate, it has determined to execute this document in order to waive what would otherwise be a violation of the aforesaid Restrictive Covenants by the house in question, and to indicate that from this point forward the house constructed upon the said lot shall be deemed to be in full compliance with the aforesaid Restrictive Covenants, and not in violation of any provisions thereof, including specifically paragraph 5.

WITNESSETH

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which the undersigned hereby acknowledges, the undersigned hereby waives any violation by the aforesaid Restrictive Covenants, by E. Kent Miller or the house located upon Lot 29, North River Hills, and specifically the SETBACK LINE provision set forth in paragraph 5, believing that good reason has been shown for this waiver. Consequently, on and after the date hereof the house

DEED 70 - X PG 324

THIS DOCUMENT
MARGINAL
FOR IMAGING

RECORDED

99 NOV -1 PM 2:31

STATE OF SOUTH CAROLINA)
SPARTANBURG, S.C.) ALTERATION OF LAND USE
COUNTY OF SPARTANBURG) RESTRICTIONS, PROTECTIVE COVENANTS
AND BUILDING STANDARDS

WHEREAS, Land Use Restrictions, Protective Covenants, and Building Standards dated August 31, 1992, recorded in Deed Book 59-F, page 326, R.M.C. Office for spartanburg County, covering property shown on plat recorded in Plat Book 117, page 905, provide in Paragraph No. 5 that setback lines are shown on the plat, however, that Developer may alter these setback lines to 30' at any time, and

WHEREAS, plat entitled "North River Hills", dated August 20, 1992, made by Neil R. Phillips & Company, Inc., recorded in Plat Book 117, page 905, R.M.C. Office for Spartanburg County, reflects a 40-foot building line along Maplecroft Street, and

WHEREAS, the porch of that residence constructed on Lot No. 31, North River Hills, shown on plat made for E. Kent Miller, dated January 19, 1999, to be recorded herewith, encroaches over the front building line, and

WHEREAS, Paragraph No. 18 of said Land Use Restrictions, Protective Covenants, and Building Standards recorded in Deed Book 59-F, page 326, states that Developer, Mark III Properties, Inc., may amend said restrictions at any time until title to all lots in said subdivision have been transferred, and

DEED 70-179414 410.00 *

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 70- X PG 325

WHEREAS, Mark III Properties, Inc. desires to alter the front building line to 30-feet along Maplecroft Street as it applies to Lot No. 31, North River Hills on plat recorded in Plat Book 117, page 905, more recently shown on plat made for E. Kent Miller, dated January 19, 1999, to be recorded herewith.

NOW, THEREFORE, the front building line as it applies to Lot No. 31, North River Hills, on plat recorded in Plat Book 117, page 905, more recently shown on plat made for E. Kent Miller, dated January 19, 1999, to be recorded herewith, shall hereafter be 30-feet along Maplecroft Street, and the improvements constructed on said lot are not in violation of same.

Dated this 28th day of October, 1999.

In the Presence of:

MARK III PROPERTIES, INC. (SEAL)

[Signature]
Lambert W. Precher

By: *[Signature]*
its President

RECORDED

DEED 70-P 0658

99 SEP - 7 AM 11:44

STATE OF SOUTH CAROLINA)
SPARTANBURG) S.C.
COUNTY OF SPARTANBURGAMENDMENT TO LAND USE
RESTRICTIONS, PROTECTIVE COVENANTS,
AND BUILDING STANDARDS
MARK III PROPERTIES, INC.
NORTH RIVER HILLS-HWY. #9

WHEREAS, Mark III Properties, Inc. was the owner of a certain tract of land which was subdivided into seventy lots as shown on a plat of Mark III, Properties, Inc., North River Hills, hereafter known as "Subdivision", surveyed by Neil R. Phillips, dated August 20, 1992 and recorded in Plat Book 117 at Page 905 in the RMC Office for Spartanburg County.

WHEREAS, Mark III Properties Inc, agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof

WHEREAS, Mark III Properties, Inc. in consideration of the recited premises prepared and filed "LAND USE RESTRICTIONS, PROTECTIVE COVENANTS, AND BUILDING STANDARDS MARK III PROPERTIES, INC. NORTH RIVER HILLS-HWY #9, hereinafter "restrictions" in the RMC Office for Spartanburg County, South Carolina as found in Deed Book 59-F at Page 326.

WHEREAS, Mark III Properties, Inc. reserved in said restrictions the power and authority to approve all improvements to any lot sold within the Subdivision, the power and authority to enforce the restrictions and the power and authority to amend the restrictions and by implication the authority to transfer the rights to amend and enforce the restrictions.

WHEREAS, at the time the Subdivision was developed and the restrictions filed a Homeowners Association was not in existence.

WHEREAS, the property owners of the Subdivision have now formed and operate NORTH RIVER HILLS, INC. HOMEOWNERS ASSOCIATION, hereinafter "Homeowners Association".

WHEREAS, it always has been and is the desire and intent of Mark III Properties, Inc. to transfer certain power and authority concerning said restrictions to the Homeowners Association

WHEREAS, the Homeowners Association is desirous to accept the transfer of power and authority concerning said restrictions from Mark III Properties, Inc.

NOW THEREFORE, in consideration of the above recited premises and the mutual promises and covenants contained herein it is mutually agreed that:

1. The Homeowners Association is hereby empowered to develop rules and regulations consistent with the restrictions for the mutual benefit of all property owners within the subdivision.

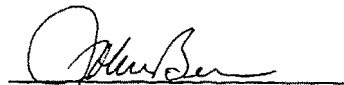
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\$10.00 +

DEED 70-P PG 659

2. The Homeowners Association is hereby empowered to set and collect all fees which it deems necessary to maintain the street lights, care for the common areas, upkeep of the entrance area; as well as any other fees and costs it deems necessary to further the intent and requirements set forth in the restrictions or to effectuate the enforcement of the restrictions.
3. The Homeowners Association is hereby empowered to amend and enforce the restrictions, as to all matters not specifically exempted by this paragraph, as well as any additional rules and regulations, which it creates, with the exception of the following:
 - A. Mark III Properties, Inc. reserves to itself the power and authority to approve all building plans.
 - B. Mark III Properties, Inc. reserves to itself the power and authority to approve all improvements to any lot sold hereafter.
 - C. Mark III Properties, Inc. reserves to itself the power and authority to approve the mailboxes of all lots sold hereafter.
 - D. Mark III Properties, Inc. does not transfer to the Homeowners Association any power or authority over any lot not transferred as of the date of this amendment
4. The Homeowners Association is hereby empowered to submit amendments to the restrictions or accept amendments for submitting to the homeowners to the restrictions, to the extent that no amendment may be enacted that would be in contradiction with this amendment. For any amendment to the restrictions to be effective hereafter the same must be by written approval of 2/3 of the lot owners.
5. Mark III Properties, Inc. hereby agrees to transfer the power and authority over the lots not transferred as of this date to the Homeowners Association upon those lots being titled to owners.

MARK III, PROPERTIES, INC.

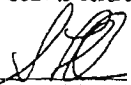
By: John W. Beeson
President

DEED 70-P PG 660

STATE OF SOUTH CAROLINA) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared the undersigned witness and made oath that (s)he saw the within named owner(s) sign, seal and the grantor's(s') act and deed deliver the within written Amendment to Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc North River Hills-Hwy. #9 and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this *September 7, 1999*

 (SEAL)
Notary Public for South Carolina.

My commission expires: *09-14, 2007*

James Cooper

DEED 64 M PG 375

THIS DOCUMENT
MARGINAL
FOR IMAGING

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Mark III Properties, Inc by John W Beeson, its President sign, seal, and as its act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof

Susan J. Phillips
Witness

SWORN to before me this

February 12th, 1996

John W Beeson (SEAL)
Notary Public for South Carolina

My Commission Expires: 2/10/97

DEEDS 9 F PG 3 2 6

RECORDED

1992 SEP -4 PM 1: 22

STATE OF SOUTH CAROLINA	R.M.C. SPARTANBURG, S.C.	LAND USE RESTRICTIONS, PROTECTIVE COVENANTS, AND BUILDING STANDARDS MARK III PROPERTIES, INC. NORTH RIVER HILLS-HWY #9
COUNTY OF SPARTANBURG)	

WHEREAS, Mark III Properties, Inc. is the owner of a certain tract of land which has been subdivided into seventy lots as shown on a plat of Mark III Properties, Inc., North River Hills, hereinafter known as "Subdivision", surveyed by Neil R. Phillips, dated August 20th, 1992, and recorded in Plat Book 117, at Page 905, in the RMC Office for Spartanburg County.

WHEREAS, Mark III Properties, Inc. has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property for the protection of the property and the future owners thereof.

NOW, THEREFORE, in consideration of the above recited premises, Mark III Properties, Inc. hereby declares that the same shall be and is hereby subject to the following restrictions, covenants and building standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants, and Building Standards running with the land and the lots hereinafter described and shall enure to the benefit of and be binding upon the successors and assigns of Mark III Properties, Inc. and all other acquiring parties and persons. Hereinafter, Mark III Properties shall be referred to as the "Developer".

1. The Property - The property which is subject to the conditions set forth herein is more particularly described as North River Hills, lots 1 through 70 as recorded in Plat Book 117, at Page 905, in the RMC Office for Spartanburg County.

2. Residential Use - All lots shall be used only for residential purposes and only one single family residence may be erected on any lot; however, the "Developer" may designate up to four lots for recreational use, and these designated lots will be exempt from these restrictions, covenants, and Standards.

3. Written Approval Required - Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall,

DEED59F PG 327

swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior additions to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site locations, floor plans and the elevations on all sides of the structure, containing the names of the builder or contractor and the owner, have been submitted to and approved in writing by the "Developer". Plans and specifications will be deemed approved if not rejected within ten (10) days after submission to the "Developer". Failure to provide the "Developer" with plot plans and dwelling description shall in no way be a defense against violating the restrictions. The "Developer" retains the discretion to disapprove the plans if not in conformance with the restrictions and the general development of the subdivision. The "Developer" also may disapprove plans purely for aesthetic reasons.

4. Building Standards - All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and Publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization. No dwelling shall be erected unless it contains the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling that is served by heat and completed for occupancy; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The minimum enclosed dwelling area shall not be less than 1600 square feet. The "Developer" may alter this minimum by 100 feet, more or less, anytime before December 31, 1994.

5. Minimum setback lines - setback lines are shown on said plat. The "Developer" may alter these setback lines to 30' at any time; No structure may be located nearer than 10' to a side lot line.

6. No Subdividing - Unless approved in writing by the "Developer", no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval from the "Developer". The "Developer" reserves the right to replat any lot or tract still owned by the "Developer" and shown upon recorded plats of the property in order to modify the boundary

DEEDS 9F PG 328

lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, right of way and roads. All new lots shall have a minimum of 12,000 square feet of area.

7. Sewage - All sewage disposal shall be by public main or sewage lines approved by Spartanburg Sanitary Sewer District and State Board of Health and Environmental Control. No residence (or foundation) shall be constructed until a building permit has been obtained from the County of Spartanburg.

8. No Commercial Activity - No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

9. Recreational Vehicles - Any camper, boat, trailer, motorhome, recreational or commercial vehicles must be stored behind closed doors of a garage, or located where it cannot be seen from the front of the dwelling. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the Subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, animals, or device or thing of any sort whose normal activities or existence will in anyway diminish or destroy the enjoyment of other property in the neighborhood by owners thereof.

11. No signboard shall be displayed on any lot except "For Sale" and such sign shall not be more than 2' X 3' in size except the "Developer" shall have the right to use additional signs for development of the subdivision.

12. All lots are subject to a 5' drainage and utilities easement on all lot lines. Additional easements are specified on said plat. All property below the 100 year floodplain shall be designated as storm drainage easement.

13. No fuel tanks or similar storage receptacles may be exposed to

DEEDS 9F PG 329

view, and may be installed only within the main dwelling house, within a screened area or buried underground.

14. All fencing size, type and locations must be approved in writing by the "Developer" except as follows: split rail and shadowbox fencing may be installed from the rear corner of the house to the side property lines, along side property lines, to the rear property line, and along the rear property line; 4' high chain link fencing may be installed in the same location as split rail and shadowbox fencing except no chain link fencing shall be installed from the side of the house to the side property line. The "Developer" may disapprove fencing for any reason, including aesthetic reasons.

15. The "Developer" has installed street lights in the said Subdivision and will pay for the cost of operation until December 31, 1993. After this date, homeowners will have the responsibility of continuing service. Each homeowner, by accepting deed to property, agrees to pay their pro-rated share of the expense of the street lights. Also, by accepting deed to the property, each homeowner agrees to pay their pro-rated share of upkeep expense for the entrance and any other common areas after this date.

16. All mailboxes shall be approved by the "Developer".

17. Exposed satellite dishes will NOT be permitted in the Subdivision unless 90% of lot owners approve in writing; however, satellite dishes not seen from the road may be installed.

18. Restrictions may be amended ~~anytime~~ by the "Developer" until title to all lots has been transferred. Thereafter, restrictions may be amended by homeowners with written approval of 2/3 of the lot owners.

19. The restrictions, covenants and building standards contained herein are to run with the land and shall be on all parties and all persons claiming under the grantors until January 1, 2010, at which time said restrictions, covenants and standards shall automatically renew for successive 10 year periods unless a majority of all of the lot owners in the Subdivision shall agree in writing at least thirty days before January 1, 2010, to extend the time of said restrictions, covenants and standards.

DEEDS 9F P6330

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officer or agent as of August 31st, 1992.

In the Presence of:

MARK III PROPERTIES, INC.

[Signature]
Dora N. Bonni Hamilton

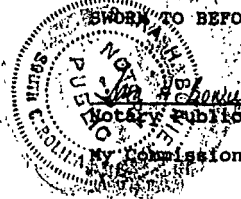
BY: [Signature]
John W. Beeson, President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Mark III Properties, Inc. by John W. Beeson, President, sign, seal and as their act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 31st DAY OF AUGUST, 1992.



[Signature] (SEAL) [Signature]
Notary Public for South Carolina
My Commission Expires: MY COMMISSION EXPIRES MARCH 31, 1996

DEE-2024005344
Recorded 13 on 02/12/2024 03:40:38 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 145-F PG:493-505

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

NORTH RIVER HILLS, INC.
RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO-170):

1. BY-LAWS

CROSS REFERENCE: LAND USE RESTRICTIONS, PROTECTIVE COVENANTS, AND BUILDING
STANDARDS MARK III PROPERTIES, INC. NORTH RIVER HILLS-HWY #9, recorded in Book 59-F Page 326.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc. North River Hills-HWY #9 was recorded on September 4, 1992 in the Office of the Register of Deeds for Spartanburg County in Deed Book 59-F at Page 326 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, North River Hills, Inc. is the Homeowners Association for North River Hills; and

NOW THEREFORE, North River Hills, Inc. does hereby record the following pursuant to the South Carolina Homeowners Association Act:

1. By-laws, attached as **Exhibit "A"**

IN WITNESS WHEREOF, North River Hills, Inc. has by its duly authorized officer set its hand and seal this 12 day of February, 2024.

[SIGNATURE PAGE TO FOLLOW]

After recording, please return to:
McCabe, Trotter & Beverly, PC
4500 Fort Jackson Blvd, Suite 250, Columbia, SC 29209
Page 1 of 2

Exhibit "A"

By-Laws

Whereas the Amendment to Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc. North River Hills_ Hwy. #9, were filed and recorded DEE-2011-23327, Recorded 14 Pages on 7/1/2022 1:24:42 PM; Recording Fee \$20.00 Documentary Stamps \$0.00; Office of Register of Deeds, Spartanburg, S.C., Dorothy Earl, Registrar; the following by-laws are established for the fair and uniform enforcement of the Amendment to Land Use Restrictions, Protective Covenants, and Building Standards Mark III Properties, Inc. North River Hills_ Hwy. #9, to protect the peaceful enjoyment of each resident, protect the worth and appreciation of value to each owner both individually and collectively.

Article I

Name & Location

- 1.1 North River Hills, Inc. Here after referred to NRH HOA and/or NRH and/or HOA.
- 1.2 Location Recorded 7/24/1992, Plat Book 117, Page 005, RMC Office Spartanburg County, S.C.
- 1.3 Land Use Restrictions, Protective Covenants (aka Master Deed)
- 1.4 Other references that may apply:
 - A. Deed Book 59-, Page 326
 - B. Deed Book 7-P, Page 658
 - C. But not limited to the above.

Article II

Purpose

- 2.1 To contain procedures for conducting affairs of North River Hills, Inc. HOA per SC Law Title 27, Chapter 30 (aka short title 27-30-110). Here after known as SC Law unless SC Law short titles apply.
- 2.2 To establish a legal link between the Land Use Restrictions, Protective Covenants, SC Law, policies, clarification of policies and procedures for enforcement.

**Article III
Definitions**

3.1 Association: shall mean North River Hills, INC, Homeowner’s Association (HOA)

3.2 Board or BOD: shall mean the 5 to 7 members elected or appointed acting on behalf of the 70 homeowners.

3.3 Member: one of the 70 property owners on the NRH HOA plat.

3.3 Plat: shall mean the recorded plat recorded in book 117, page 905 on 20 Aug. 1992 in the Spartanburg Co. RMC office.

3.4 Governing Documents shall mean all SC laws, master deed, by-laws, amendments and rules and regulations pertaining to common properties.

3.5 Management Company shall mean any company contracted by the BOD to assist in the accounting, management, enforcement of governing documents and other needs of the BOD and/or HOA.

3.6 Common Properties shall mean all property not part of a member’s property, the entrance circle, cul-de-sacs, streetlights, street signs and easements shown on the plat.

3.7 In Good Standing shall mean all members up to date on dues, assessments and in compliance with governing documents.

3.8 Master Deed shall mean Amendment to Land Use Restrictions, Protective Covenants. And Building Standards Mark III Properties, Inc. North River Hills _ Hwy. #9, were filed and recorded DEE-2011-23327, Recorded 14 Pages on 7/1/2022 1:24:42 PM; Recording Fee \$20.00 Documentary Stamps \$0.00; Office of Register of Deeds, Spartanburg, S.C., Dorothy Earl, Registrar.

**Article IV
Meetings**

4.1 At all BOD meetings each Board member shall have one vote.

4.2 At all other meetings each lot owner, in good standing, shall have one vote.

4.3 Meetings may be informal in nature. When necessary to restore decorum Robert’s Rules of Order for Boards and Committees shall be followed.

4.4 Annual meetings shall be held in May.

A. Annual meetings cannot be held on a legal holiday.

B. At least 30 days' notice but not more than 60 days must be given to the membership.

C. When necessary to restore decorum Robert's Rules of Order for Boards and Committees shall be followed.

4.5 A quorum for annual meetings shall be 7 or more members not counting the current Board members attending.

4.6 Each member shall be permitted to give another member their proxy. That proxy shall be good for one meeting and one meeting only.

Article V

Board of Directors, Nomination, Election, Terms of Office, Powers, Duties

5.1 The Board of Directors shall be made up of at least 5 members and no more than 7 members.

5.2 Terms shall be staggered and for 2 years. No more than 3 new members shall be elected at one time.

5.3 The current Board shall appoint Board members to fulfill unexpired terms vacated by a Board member for any reason.

5.4 Board members can be removed of cause only by a majority vote of the BOD.

A. Failure to attend meetings.

B. Sale of the member's property.

C. Failure to remain a member in good standing.

5.5 Board members shall receive no compensation but may be reimbursed for expenses authorized by a majority of the BOD.

5.6 When immediate action/decision is necessary, Board members can be polled with a majority of the BOD approving the necessary immediate action/decision.

5.7 Any of the 70 members can nominate a member for an upcoming BOD election. Any member can volunteer to stand for election. Be reminded only members in good standing will be placed on the ballot. Prior to the vote any member can nominate a person. Such last-minute nominations require a second.

5.8 Each member voting in person or by proxy may cast one vote for each position open for election. In most years this will be 2 openings. Some years it will be 3 openings but never more than 3.

5.9 At the first BOD meeting officers shall be elected. At minimum a President and Treasurer shall be elected.

5.10 The president shall be responsible for scheduling and conducting all meetings.

5.11 In the event the president is absent the vice-president shall stand in for the president.

5.12 In lieu of minutes the president shall record agenda items discussed and results. This in lieu of minutes is to protect the identity of members discussed and to promote frank discussion. When the issue is violations of Land Use Restrictions, Protective Covenants names of the violators must be entered into the record. Such issues can be put on hold for further discussions. This record shall be in a journal in the handwriting of the president. If the president feels their handwriting is not clear enough, the president shall record a draft and select someone to write the official entry. The identity of this person must be noted in the journal. Printing is preferred but not required.

5.13 The Board shall have the authority to appoint *ex officio* board members to carry out specific roles of a specifically limited nature spelled out by the NRH's BOD.

Article VI Committees

6.1 The Board may establish *ex officio* committees as it finds necessary and/or to the benefit of NRH as a residential neighborhood. (E.g., beautification committee, committee for qualitative improvement, committee for disposing of land locked property, etc.)

Article VII Accounts, Books and Records

7.1 For the purposes of this document an "investment" shall mean an account or financial instrument that places principal at risk.

7.2 For the purpose of this document "savings" shall mean any account or financial instrument that does not place principal at risk.

7.3 Neither NRH operating funds nor reserve funds shall be invested in any financial instrument that places the HOA's principal funds at risk.

7.4 To prevent or lessen the risk of a large "special assessment" for "Capital Improvements or Legal Fees" the HOA may create a reserve fund.

7.5 The Board shall take care to consider the tax obligations of interest earned on such funds in a savings financial instrument per 1120-H instructions, SC HOA law, and the impact to property values.

7.6 Except where individual owner privacy shall be protected monthly revenue and expense statements shall be posted online in a form chosen by the Board treasurer.

Article VIII Assessments, Late Fees, & Interest

8.1 All annual and special assessments shall be charged uniformly.

- A. Each of the 70 NRH lot owners shall pay an annual assessment due by 1 July.
- B. Interest per §8.5 shall begin to compound on 1 July.
- C. Interest may not be waived for any reason.
- D. Monthly payments with interest may be arranged with BOD approval.
- E. All monthly payments must be by auto-draft. Any fees related to auto-draft shall be added to the monthly payment.

8.2 Annual assessments shall be in the amounts necessary to cover all NRH HOA's expenses plus funding one or more reserve accounts.

8.3 Unless otherwise specified and approved by a 2/3 vote of the members only one reserve account shall be maintained. The purpose of this reserve fund is to cover unexpected expenses normally covered. This strategy is to prevent or reduce future annual assessment and prevent special assessments. It shall be a general fund reserve account used only when approved by 5 of 7 Board members.

8.4 Interest will compound (see § 8.5, prorated monthly) on any unpaid late balances including late fees and fines.

8.5 Whereas South Carolina Code Ann. § 34-31-20 (B) (2020) provides that the legal rate of interest on money decrees and judgments shall be "... equal to the prime rate as listed in the first edition of the Wall Street Journal published for each calendar year for which the damages are awarded, plus four percentage points, compounded annually. This interest rate is subject to change annually and runs from 15 Jan. through 14 Jan. of the next year. Therefore, for the period January 15, 2023, through January 14, 2024, the legal rate of interest for money decrees and judgments is 11.50% compounded annually. (This annual compounding shall be charged monthly.)

8.6 NRH HOA will limit all interest charges for any period to rates established by SC Code Ann. 34-31-20 (B) (2020) unless SC Law is otherwise changed. Care must be taken when

calculating interest. Interest will accrue monthly but at the annual compounding rate set by SC Law.

**Article IX
Residential, Property Use and
Restrictions**

9.1 All lots shall be for single family residential use only.

9.2 Public commercial use of any Lot or residence is prohibited.

9.3 The nuisance section of the master deed shall be applied to any use be it commercial, quasi-commercial or hobby use. This includes but not limited to noise, odors, excessive collection of vehicles of any type, and yard ornaments.

9.4 The leasing a house for single family residential purposes shall not be considered a prohibited commercial/business use. However, renters must comply with all master deed, by-laws, and rules. The Lot owner not the renter will be held financially responsible. Eviction will not relieve owners from financial liabilities.

9.5 All Lots are currently built. In the event of destruction, reconstruction must comply with the master deed and county building standards. (See §22 master deed)

9.6 Lot owners are responsible for getting county permits when required, The BOD, shall inform county officials of any Lot owner failing to do so upon discovery.

9.7 Physical fencing shall be approved by the BOD in advance in writing and shall meet §17¶ a&b standards set by the master deed. Never will a physical fence be permitted to be painted or stained in more than one color.

9.8 Whereas, per §19 of the master deed "a storage shed, detached garage, or a building, separate from the main house" (being singular) shall mean only one (1) out building is permitted. If more storage or workshop space is necessary, the current outbuilding must be replaced or expanded. "Detached carports are not permitted." All outbuildings and placement of or additions to must be approved in writing. Those with more than one "... storage shed, detached garage, or a building, separate from the main house" are expected to come into compliance as a matter of honor. Members not in compliance are not considered "members in good standing" per 3.7.

9.9 Outside clothes lines are not permitted.

9.10 Garbage containers for pickup can be placed after 12 noon the day before pickup and must be put away by 12 noon the day after pickup.

9.11 All garbage cans, trash containers, and rubbish shall not be accumulated for more than one week and must be kept out of sight from the resident's frontage road.

9.12 Outside burning of anything must follow Spartanburg County ordinances. Dry and high wind warnings must be strictly complied with.

9.13 Whereas per the Master Deed §34: Artificial Vegetation, Exterior Sculpture and Similar Items. "...must be in line with the standards of the neighborhood, or, what a reasonable person residing in the neighborhood deem appropriate."

9.14 It is the owner's responsibility to maintain his property in a safe way commensurate with standard single-family practices.

9.15 Owner/occupants must prevent unclean, unhealthy, unsightly, and unkempt conditions on their property. Causes of obnoxious odors must be corrected and prevented. Disturbing noise must be prevented this includes sounds caused by or coming from motor vehicles. Every property owner should be able to experience the safe, peaceful enjoyment of their residence.

9.16 Window air-conditioners shall not be visible from any street.

9.17 Fuel tanks must be screened from the front street view of each residence.

9.18 Temporary moving, storage, or construction units shall be permitted with board approval for 30 days.

A. Any of the above listed §9.16 shall require a \$100 deposit and the time on site can be no more than 180 days.

B. If removed before 180 days the deposit shall be returned.

C. If not removed before the 181st day the deposit shall be forfeited, and the member charged \$100 per month thereafter.

D. Within 30 days of completion of any such project all equipment, materials, supplies, waste and safety flags and cones must be removed. (Cone exception for vocational vehicle safety marking required by the member's employer.)

E. This \$100 per month shall not be prorated.

9.19 Whereas § 1 of the master deed "...for the purpose of protecting the value and desirability...all parties having any right, title, or interest in such described Property..." (recorded DEE-2011-23327, Recorded 14 Pages on 7/1/2022 1:24:42 PM) The Board shall have the right and responsibility to make restrictions to protect the value, desirability, and peaceful enjoyment of property within the North River Hills neighborhood.

Article X Vehicles & Parking

10.1 Vehicles shall not be parked on any front or side yard (e.g., on the grass). §25, ¶b, "all owners must park their vehicles in designated paved parking areas or the garages on their Lot."

10.2 Due to visitors, temporary street parking is sometimes necessary. All street parked vehicles must be in the direction of traffic flow (meaning the passenger's side must be adjacent to the curb. Temporary street parked cars must not be on any neighbor's grass. For safety reasons, a few lot owners may need to allow a visitor's vehicle's wheels on the owner's grass. This must be a lot exception. (See Master Deed §25, ¶b.)

10.3 No parking at any time on any property of vehicles heavier than 8,000 lbs. or longer than 18 feet. (For complete details see Master Deed §25, ¶d.)

10.4 Parking violators will have 10 days after notice to remove vehicles or the HOA shall have them removed at owner's expense. (See Master Deed §25, ¶e.)

10.5 All recreational vehicles listed in Master Deed §25 ¶h, but not limited to, shall be kept out of public view.

10.6 Driveways and parking areas must be paved per Master Deed.

Article XI Animals & Pets

11.1 Only "domesticated dogs, cats and caged birds" (§27 Master Deed) may be kept as pets.

11.2 All dogs must be contained within the perimeter of the dog owner's lot unless on a leash under the owner's control. Backyard approved fencing or invisible fencing is recommended for dog containment. (§27 Master Deed)

Whereas front yards of residential neighborhoods are often used by other neighbors and non-members for ingress and egress:

11.3 A dog shall not be tethered, fastened, chained, tied, or restrained to any fixed object in the ground, doghouse, tree, or other stationary object.

11.4 Front yard tethering, temporary or permanent, is prohibited.

11.5 Dogs may be contained in a member's backyard approved physical fence or anywhere on the member's lot by an invisible fence.

**Article
XII
Exceptions to Master Deed**

Whereas the Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") prohibits HOAs from restricting placement of "satellite dishes, TV antennas, or wireless cable antennas."

12.1 §30 States, "Satellite dishes shall be installed behind the main residential dwelling located on any such lot, hidden from view from the street if at all possible."

- A. This was written when such dishes were full parabola dishes 6 to 8 feet in diameter.
- B. Today's dishes are 18 to 31 inches and seldom full parabolas.
- C. The Board ask that each member owner consider safety, appearances, and impacts on property values when placing such antenna. This is completely on the honor system. The BOD shall neither seek to approve nor disapprove the location of devices covered by OTARD.

**Article XIII
Enforcement, Fines & Penalties**

13.1 Lot owners with any violation in these by-laws and or the master deed shall be given written notice.

- A. the owner shall be given 30 days from the date on the written notice to correct all violations listed on the notice. However, Safety violations shall be corrected immediately.
- B. If all violations are not corrected within the 30-day period a fine of \$50 shall be assessed. Interest shall begin to compound on the 31st after the written notice date per §VIII, ¶8.5 By-laws.
- C. If 60 days pass a \$100 fine shall be added to the \$50 fine totaling \$150 and interest shall continue to compound.
- D. If 90 days pass a \$150 fine shall be added to the \$150 fine totaling \$300 and interest shall continue to compound.
- E. After 120 days and all violations have not been corrected a \$100 per day fine shall be added to the \$300.
- F. At any time during this process the BOD can approve a settlement which includes a schedule for complete correction. Failure to meet correction dates will reinstate the above fine and interest schedule as if no settlement had been reached. The BOD or any member can bring legal action to enforce any or all of the above.
- G. Compounding shall be monthly prorated so as not to exceed the annual rate set by SC Law. (See §8.5)

H. As soon as possible after "D" above a lawsuit shall be filed in Magistrates Court. This is to prevent the claim value from exceeding \$7,500.

Article XIV Legal Action

14.1 All legal actions for any monetary collections or deed enforcements shall be pursued in Magistrate Court so long as such fall within magistrate court guidelines (less than \$7,500 in damages). All other legal actions will require an independent vote by the Board after assessing the cost and risk of such actions.

- A. Upon a positive judgement a lien shall be placed on the property in question.
- B. All liens shall be accrued at a compounding interest rate set by the South Carolina Supreme court each January. (This means the end-of-year balance shall accrue at a new compounding rate if the South Carolina Supreme Court makes a change in the rate. See SC Law for how the court sets such rates or §8,5.)

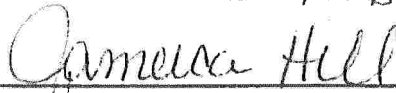
14.2 "The NRH BOD or any owner has the right to enforce by SC Law all restrictions, conditions, covenants, reservations, liens, assessments, and charges imposed on any member violator per §39 Master Deed.

- A. All lot owners agreed to the master deed when they purchased or assumed ownership of any Lot.
- B. All court costs (§5 ¶1a. of master deed, "interest, cost, and reasonable attorney's fees" §11, "In such an action, the Association may recover ... interest, cost, and reasonable attorney's fees" a.k.a. court cost) shall first be the responsibility of the violator.
- C. Thirty-days after written notice has been given, if before legal action officially started, the HOA shall have secondary responsibility for all court cost.
- D. If a member takes legal action before the HOA via the BOD has had time to do their due diligence the HOA shall not be obligated for court cost unless the BOD votes to join the legal action.

NRH Board Approval Signatures
2023 By-Laws



Tammy Clarys

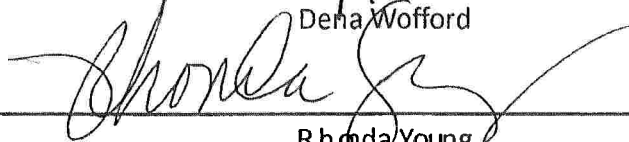


Jameica Hill

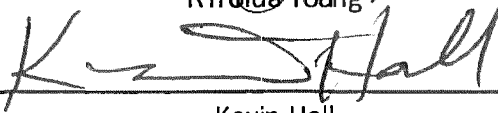
Desiree Lawless



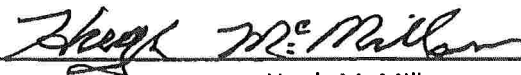
Dena Wofford



Rhonda Young



Kevin Hall



Hugh McMillan