

by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

6. **Amend Article VII, Section 1 by deleting the first sentence and replacing it with the following:**

Each Owner shall comply strictly with the covenants, conditions, restriction and easements set forth in this Declaration, the Bylaws, Architectural Guidelines and Rules and Regulations promulgated by the Board of Directors.

7. **Add a new Section to the end of Article VII, as follows:**

Section 4. Fines. In addition to the foregoing, the Association may levy against the Owner of the Lot a reasonable monetary fine, and such fine shall constitute a lien upon the Lot. All costs incurred by the Association in enforcing the Declaration, Bylaws, Architectural Guidelines, and Rules and Regulations, including reasonable attorneys' fees, shall be the responsibility of the Lot Owner against whom enforcement was sought and shall be a lien against said Lot Owner.

<Signature Page to Follow>

Section 33. Rules and Regulations. The Association shall have the authority to promulgate and enforce Rules and Regulations regarding Bush River Plantation Phase I-A and I-B, to include conduct on the Lots, Common Areas and roadways within the community.

4. Delete Article VI, Section 4 in its entirety and replace with the following:

Section 4. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of the Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and costs, including, without limitation, reasonable attorney's fees incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Amendment shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, costs, including, without limitation reasonable attorney's fees incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

5. Delete Article VI, Section 6 in its entirety, including discrete subparts, and replace with the following:

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Annual Assessments shall be due on March 31. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees incurred, and any other amounts provided or permitted

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Lexington County R.O.D. Tina Guerry
RESTRICTION MODIFICATION Bk:Pg 19168:66

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
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AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
BUSH RIVER PLANTATION
PHASE I-A AND I-B

WHEREAS, The BUSH RIVER PLANTATION PHASE I-A AND I-B DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, recorded June 21, 2000, in the Office of the Register of Deeds for Lexington County in Deed Book 5840 at Page 181 (as further amended and supplemented the "*Declaration*"); and

WHEREAS, by Amendment to the Declaration and pursuant to Article IX of the Declaration, the Declarant did cause Phase I-C to be annexed by Amendment dated November 12, 2003 and recorded November 20, 2003 in the Office of the Register of Deeds for Lexington County, South Carolina in Deed Book 8845 at Page 103; and

WHEREAS, Article XI, Section 2 of the Declaration provides that the Declaration may be amended by agreement of the Owners of at least seventy-five (75%) percent of the Lots in Bush River Plantation Phases I-A and I-B; and

WHEREAS, notwithstanding the foregoing, the Lot Owners desire to acknowledge and consent to the terms and conditions of the Declaration, and to subject the Lots thereto and have consented and agreed by setting their hands and seals to this document, attached hereto as Exhibit A; and

WHEREAS, Exhibit A may be supplemented from time to time by filing of additional Lot Owner Consents.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, on behalf of itself and its successors and assigns, does hereby: (A) acknowledge and consent to and agree to be bound by and subject to the terms and conditions of the Declaration and this Amendment, including without limitation, any lien created on the Lot pursuant to the terms thereof, and (B) declare that Lots shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and other terms set forth in the Declaration and this Amendment, which shall run with the Lots and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns.

1. Amend Article II, Section 3 by replacing Thirty (\$30.00) Dollars with "a fine in a reasonable amount, in the discretion of the Architectural Review Committee";
2. Delete Article III, Section 12 in its entirety and replace with the following:

Except as prohibited by law, including, without limitation, 47 U.S.C. § 303 NT, and related FCC Rules, 47 C.F.R. § 1.4000 (which limits, but does not entirely prohibit, control by the Association of the size and location of certain antennas and satellite dishes), no radio or television transmission or reception towers, or the like may be erected on any portion of a Lot except in preferred locations specified by the Board of Directors or Architectural Review Committee, in their sole discretion, as may be defined in the Rules and Regulations.

3. Add a new Section to Article III, as follows:

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11/28/2003 17:08:42:700
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Co Fee:\$0.00 Pages:2
Lexington County ROD Debra H. Gunter
RESTRICTION MODIFICATION BK:Pg 8845:183

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

) AMENDMENT OF BUSH RIVER PLANTATION
) PHASE 1-A AND 1-B
) DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
ORIGINAL COVENANTS RECORDED JUNE 21, 2000
IN BOOK 5840 AT PAGE 181

PURSUANT TO Article IX "Annexation," Declarant hereby imposes the Restrictive Covenants set out in instrument dated June 20, 2000 and recorded June 21, 2000 in Book 5840 at Page 181 as amended by instrument dated November 12, 2003 and recorded in Book 8845 at Page 100 upon the property described below:

All those certain pieces, parcels or lots of land, together with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, and being shown and designated as Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 76, 77, 78, 79, 80 and 81 on a plat of Bush River Plantation, Phase I-C, prepared by Associated E&S, Inc. dated February 15, 2001 and recorded in the Office of the Register of Deeds for Lexington County in Plat Slide _____, Plat _____; and having the same boundaries and measurements as shown on said plat. Be all measurements a little more or less. BK: 8845 pg. 99

This being a portion of the property conveyed to John E. Haas as Chapter 11 Trustee of Twins, Inc. by deed of Branch Banking and Trust Company of South Carolina dated March 18, 2003 and recorded April 1, 2003 in Book 8064 at Page 193.

WITNESS the hand and seal of the undersigned this 12th day of November, 2003.

Beth G. [Signature]
WCR [Signature]

[Signature]
John Haas, as Chapter 11
Trustee for Twins, Inc.

Animals and Pets –

1. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on an owners' lot, with the exception of dogs, cats or other usual and common household pets.
2. No pets shall be kept, bred or maintained for any commercial purpose in or on residential lots.
3. Pets, shall be at all times whenever they are outside an owners'/residents' lot, be held on a leash by a responsible person.
4. Bush River Plantation reserves the right to remove unruly or excessively bothersome pets (see Article III Section 7).

Fencing –

1. All privacy fence shall be consistent throughout Bush River Plantation.
2. All privacy fencing shall have a positive scallop.
3. **All** fencing (new and changes) will need prior approval from the ARC.
4. No Chain link Fencing of any kind, except for dog pens, which, must be concealed inside a proper privacy fence.

Payment of Dues –

1. All home/lot owners are required to pay their association dues annually.
2. Dues shall be paid in full at the time of renewal, which is by January 31st of each year.
3. Unpaid dues can result in lien against a property (see Article VI Section 4).

If you have any questions regarding the content of this Newsletter, feel free to contact any board member. Best regards,

Your board of directors

The covenants and By-Laws are in place to help keep our community value strong. Also they are to give our homeowners a nice safe community in which to live.

Below is a partial list of Covenants rules. The full rules are in the Covenants included in this package. It is advisable that all homeowners and residents review the Association Covenants. The penalties for non-compliance can lead to daily fines, abatements and/or property liens. The Covenants are available from the Board of Directors. The main rules as we understand them, are as follows:

Property Maintenance –

The Architectural Review Committee (ARC) must approve all changes of real significance to your property.

1. Each owner shall keep and maintain their property and structures thereon, as well as landscaping thereon, in good condition and repair. This includes keeping lawns well mowed and trimmed.
2. Dead trees need to be removed in a timely fashion.
3. Trash containers need to be hidden from general view when not out for pick up.
4. No clotheslines are permitted.
5. Antennae, including satellite dishes, cannot be erected without approval from the Architectural Review Committee (ARC).
6. Any changes or additions of the following need prior approval from the ARC:
 - a. Elevations and/or grades
 - b. Additions of new or changes to fencing
 - c. Existing buildings, construction of new or placement of portable buildings (including sheds)
 - d. Major landscape work of any kind
 - e. New or changes to driveways or any concrete existing or new.
 - f. Exterior Lighting (except seasonal)
 - g. Changes in drainage
7. Swimming pools need to be in-ground type.

Parking –

1. All vehicles must be parked either in garages or driveways.
2. All homeowners are to provide drives with parking for their vehicles and guests.
3. Street parking for long periods (overnight) is prohibited.
4. Boats and/or trailers must be parked either fully in the garage or in the boat storage area. If you are working on your boat/trailer or using it extensively, weekend **driveway** parking is permitted (2 day limit).
5. No travel trailers (RV's, Campers etc.) may be parked on properties for temporary or permanent occupancy (see Article III, section 6)
6. No cars or trucks may be parked overnight, or "stored" in the Boat Storage Area.
7. Observance of the posted 20 MPH speed limit is **MANDATORY**.



Covenants and By-Laws Document

Phase 1

AS OF FEB 28 2017