

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
COUNTY OF PICKENS) FOR RIVER BEND

THIS DECLARATION, made on the date hereinafter set forth by Anthony and Cox, Inc., hereinafter referred to as the "Declarants;"

WITNESSETH: THAT WHEREAS, the Declarants are the owners of certain property in the County of Pickens, South Carolina, which is more particularly described as River Bend, Section One and Two, as the same is shown on the map recorded in Plat Book 28, Page 236, in the office of the Clerk of Court for Pickens County, South Carolina; and

WHEREAS, Declarants will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RIVER

BEND ASSOCIATION its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members or designated classes of members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties on which such plot appears (provided said map has been approved by the Declarants), with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Anthony and Cox, Inc. and its successors and assigns to whom the rights of Declarant hereunder are expressly transferred, in whole or in part, and subject to such terms and conditions as the Declarants may impose.

Section 8. "Person" shall mean and refer to any individual, corporation, partnership, association, trustee, or other legal entity.

Section 9. "Board of Directors" or "Board" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 10. "Common Expenses" shall mean and include:

(a) All sums lawfully assessed by the Association against its members;

(b) Expenses of administration, maintenance, repair, or replacement of the Common Areas;

(c) Expenses declared to be common expenses by the provisions of this Declaration of the ByLaws;

(d) Hazard, liability, or such other insurance premiums as the Declaration or the ByLaws may require the Association to purchase;

(e) Ad valorem taxes and public assessment charges lawfully levied against common areas;

(f) Expenses agreed by the members to be common expenses of the Association.

(g) Ownership and operation of water system.

Section 11. "Amenities" shall mean the facilities constructed, erected or installed on the Common Areas for the use, benefit and enjoyment of Members.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional Property shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting

forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. If within six years of the date of incorporation of this Association, the Declarants should develop additional lands within the boundaries of the following tract, such additional lands may be annexed to said properties without the assent of the Class A members:

Being all of the tract as shown on a map attached hereto as Exhibit "A".

If all of the tract shown on Exhibit "A" is included in Section One and Two of River Bend, the Declarants shall not annex additional lands without the assent of Class A members.

The total number of lots within the Properties herein described and the area subsequently annexed shall not exceed 150 unless approved by Class A members as provided in Section 1 of this Article.

Section 3. Annexation of additional Properties shall be accomplished by recording in the Office of the Clerk of Court for Pickens County, South Carolina a Declaration of

Annexation, duly executed by the Declarants if the Declarants have the right to annex pursuant to Section 2 above (and by the Association if pursuant to Section 1 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarants, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation.

Section 4. Subsequent to recordation of the Declaration of Annexation by the Declarants, the Declarants shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common Area is developed.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. The

members shall annually elect a Board of Directors who shall serve for a period of twelve (12) months. The first Board of Directors shall be elected upon the sale of ten (10) lots or upon the expiration of twelve (12) months from the date of this document. The Board of Directors may make reasonable rules relating to the proof of ownership of a Lot in this Subdivision.

ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarants. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarants. The Class B member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Article III, provided, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the Class B membership shall be

reinstated if thereafter and before the time stated in Subparagraph (b) below, such additional lands are annexed to the Properties without the assent of Class A members on account of the development of such additional lands by the Declarants, all as provided for in Article II, Section 2 above, or Declarants, all as provided for in Article II, Section 2 above, or Declarants, all as provided for in Article II, Section 2, above, or

(b) on December 31, 1987.

Section 2. The right of any Member to vote may be suspended by the Board of Directors for just cause pursuant to its rules and regulations.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles and ByLaws and with the assent of members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property unless prohibited by law, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(b) The right of the Association to dedicate or

transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no conveyance of Limited Common Area shall deprive any Member of the full use thereof. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance;

(c) The Association shall charge a water tap fee of \$350.00 for each lot and shall have the right to charge a minimum monthly fee of \$7.00 to cover expenses of operating the water system. This fee shall be charged to each owner who has secured a water tap, any may be adjusted year to year by the Board of the Association.

Section 2. Delegation of Use. Any member may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Title to the Common Area. The Declarants hereby covenant for itself, its heirs and assigns, that it will convey fee simple title to the Common Area shown on the aforementioned map recorded in Plat Book _____, Page _____, in the office of the Clerk of Court for Pickens County, South

Carolina, to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except utility and drainage easements and easements to governmental authorities. Similarly, the Declarants will convey to the Association Common Areas which are parts of River Bend as those portions are annexed in the future until all Common Areas, as shown on plans approved by the South Carolina Health Department have been conveyed to the Association.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property hereby covenants, and every other owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges which are common expenses;

(b) Special assessments for capital improvements.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment is made. Each such assessment, together with such interest and costs and reasonable

attorney's fees, shall also be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments shall be shared equally by the owners of each Lot, except as otherwise provided in this section.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, water system, roads, and welfare of the residents and the Property; enforcing these covenants and the rules of the Association; and providing the services and facilities for purposes of and related to the use and enjoyment of the common area and facilities.

Section 3. Amount of Assessment.

(a) Initial Assessment. To and including December 31, 1985, the initial annual assessment shall not be in excess of Two Hundred Dollars (\$200.00) per Lot.

(b) Increase by Association. From and after December 31, 1986, the annual assessment effective for any year may be increased from and after January 1 of the succeeding year by the Board of Directors without a vote of the membership, by a percentage which may not exceed five (5%) percent of the prior year assessment.

(c) Increase by Members. From and after December 31, 1985, the annual assessment may be increased by a percentage greater than permitted by this Article by an affirmative vote of three-fourths (3/4) of each class of

members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) Criteria for Establishing Annual Assessment.

In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not increase the annual assessment in an amount in excess of five (5%) percent of the prior year assessment.

(e) The Board of Directors may decrease the annual assessment from time to time in its opinion such decrease is prudent.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of

each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The amount of the proposed assessment need not be stated.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots on a per lot basis, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3, 4, and 5. At the first meeting called, as provided in Sections 3, 4, and 5 of this Article, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 3, 4, and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the next preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the next preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be paid in equal monthly installments and the payment of such shall commence as to each lot on the first day of the first month following the date that such lot was sold. The first annual assessment shall be adjusted according to the number

of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand at any time, shall furnish a certificate in writing 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or portion thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the highest rate then permitted by the regulations of the Federal Housing Administration (FHA) and the regulations of the Veterans Administration (VA); provided, however, that if highest rate permitted by FHA and VA are not the same, the interest rate shall be the lower of rates permitted by these two agencies. The Association may bring an action against the owner personally obligated to pay the same, and interest, costs, late payment charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. If any law permits the filing of a lien and the foreclosure

of such lien, or other similar action, as a method of enforcement of the Association's right to collect assessments, the Association may use such remedy. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgagees.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage on such lot. The sale of a lot to a bona fide purchaser for value and the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sales or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property.

Any portion of the Property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization except from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserves for Replacement.

The association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses.

Section 12. Working Capital Fund. At the time of closing of the sale of each unit a sum equal to at least two months assessment for each unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VII

USE RESTRICTIONS

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

2. No noxious or offensive trade or activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance, nuisance, or menace to the neighborhood. No business, trade, or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.

3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous.

4. One Thousand Two Hundred square feet shall be the minimum floor space required on all one story dwellings,

exclusive of porches, garages, and basements and for all dwellings of two story, two and one-half story and split level, the minimum square feet for the ground floor shall be One Thousand square feet, exclusive of porches, garages and basements.

5. No building shall be located nearer to the adjoining street or streets than 30 feet. No building shall be located nearer to any side or rear lot line than the distance represented by ten (10) per cent of the average width of such lot.

6. A 10 foot easement is reserved along all lot lines for drainage and utility installation and maintenance; provided, however, that when more than one lot shall be used as a site for only one residence, the aforesaid 10 foot easement shall apply only with respect to the exterior side and rear lines of such consolidated lot.

7. No plots conveyed by the parties hereto shall be subdivided so as to create an additional building lot, provided, however, the developer may redesign adjoining lots by adding a portion of one lot to another lot to increase the size of a lot or decrease the size of a lot, but additional lots cannot be create by this method.

8. No chain link fence shall be constructed or maintained along the front property line of any lot, nor shall any hedge or fence higher than four (4) feet be built or maintained between the building line and the street. No tank for the storage of fuel above the surface of the ground shall be erected upon any plot. All radio antennas, television antennas, and satellite receiving dishes shall be

installed to the rear of each dwelling, however, chimney antennas may be permitted.

9. No property owner shall engage in any activity which will result in the deposit or accumulation of trash, refuse, debris, or other objectionable matter.

10. No livestock shall be maintained or kept upon any single plot of 5 acres or less. All plots of 6 acres, more or less, shall have the right to maintain livestock, provided no livestock shall be maintained for commercial purposes.

11. The exterior of the residence must be completed in twelve (12) months from the time that construction starts.

12. No through or access roads into other property may be cut through any portion of this property.

13. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

14. SEVERABILITY: Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

ARTICLE VIII

EASEMENTS

Section 1. Walks, Drives, Parking Areas, and utilities. All of the Property, including lots and common area, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television antenna lines, and other public utilities as shall be established prior to subjecting the Property to this Declaration by the Declarant, and the Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property.

Section 2. Easements Appurtenant to Lots. All private streets shall be subject to an easement in favor of every Lot to which they are adjacent or which they are designated to serve and shall be deemed appurtenant to each such Lot, whereby the owner of each such Lot shall be entitled to use them as a means of ingress, egress and regress and such other uses as shall have been designated. Such easements shall be superior to the lien of every mortgage or deed of trust.

Section 3. Easement for Governmental Agencies. An easement is hereby established over the Common Area for the benefit of applicable governmental agencies, public utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, fire fighting,

garbage collection, postal delivery, emergency and rescue activities.

ARTICLE IX

RIGHTS OF INSTITUTIONAL LENDERS

Section 1. Rights Reserved to Institutional Lenders.

"Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, other reputable mortgage lenders and insurers of first mortgages. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Lot, or shall be the owner of any Lot, such Institutional lender or Institutional Lenders shall have the following rights:

A. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, prepared by a Certified Public Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished by April 15 of each calendar year.

B. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to the Declaration, or the Articles of Incorporation and ByLaws of the Association, which notice shall state the nature of the amendment being proposed, and to be given permission to designate a representative to attend all such meetings.

C. To be given notice of default in the payment of assessments by any owner of a Lot encumbered by a mortgage

held by the Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place which it or they may designate in writing to the Association.

D. To inspect the books and records of the Association during normal business hours.

E. To be given notice by the Association of any substantial damage to any part of the Common Areas.

F. To be given notice by the Association if any portion of the Common Area, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority.

Whenever any Institutional Lender desires the benefits of the provisions of this section, such lender shall serve written notice of such fact upon the Association by Registered Mail or Certified Mail addressed to the Association and sent to its address stated herein identifying the Lot upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any Lot owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE X

GENERAL PROVISIONS

Section 1. Providing for Traffic Flow. It shall be the responsibility of the Association to maintain

uninterrupted traffic flow along all private streets within the Properties. If it is necessary for "no parking" signs to be erected in order to accomplish this, this shall be done at the expense of the Association as a common expense.

In no case shall the municipality or other agency which provides emergency or regular fire, police or other public service for the Properties, be responsible for failing to provide any such service to the Properties or any of its occupants when such failure is due to the lack of access to such areas due to inadequate design or construction, blocking of access routes, or any other factor within the control of the developer, Association, or occupants.

Section 2. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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.

Section 3. Insurance. Insurance coverage on the Property shall be governed by the following provisions:

(a) Ownership of Policies. All insurance policies upon the Properties shall be purchased by the Homeowners Association for the benefit of all the Homeowners Association Members.

(i) Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence

and shall include an endorsement to cover liability of the Homeowners Association as a group to a single River Bend Owner. There shall also be obtained such other insurance coverage as the Homeowners Association shall determine from time to time to be desirable and necessary.

(b) Premiums. Premiums upon insurance policies purchased by the Homeowners Association shall be paid by the Homeowners Association and charged ratably to the River Bend Owners as an assessment according to the provisions of Article VI above.

(c) Proceeds. All insurance policies purchased by the Homeowners Association shall be for the benefit of the Homeowners Association.

Section 4. Fidelity Insurance on Bond. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Exchange of Common Area. The Association, acting through its Board, from time to time may exchange with Declarant or any member a portion of the Common Area for a portion of the real property owned by such member within River Bend Subdivision, provided that the real property

acquired by the Association in the exchange; (a) is free and clear of all encumbrances except the Declaration, and easements for drainage, utilities, and sewers; (b) is contiguous to other portions of the Common Area; and (c) has approximately the same area and utility as the portion of the Common Area exchanged. The real property so acquired by the Association shall be a part of the Common Area, and, without further act of the Association or membership, shall be released from any provisions of the Declaration except those applicable to the Common Area. The portion of the Common Area so acquired by Declarant or a member, without further act of the Association or membership, shall cease to be Common Area and shall be subject to those provisions of the Declaration that were applicable to the real property conveyed to the Association by the member.

Section 7. FHA/VA Approval. Notwithstanding any provision in this instrument to the contrary, as long as there is a Class B membership, and if Declarant desires to qualify sections of this subdivision for Federal Housing Administration or Veterans Administration approval (but not otherwise), the following actions will require the prior approval of Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, exchange of Common Area for other portions of the Properties, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Amendment. The covenants, conditions, and restriction of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this

Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) of the lots, and thereafter by an instrument signed by the owners of not less than seventy five percent (75%) of the lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of 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 Clerk of Court for Pickens County, South Carolina. All amendments shall become effective upon recordation.

Section 9. If any amendment to these covenants, conditions and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors, shall, within thirty (30) days do the following:

(a) Reasonably assure itself that the amendment has been executed by the Owners of the required number of lots. (For this purpose, the Board may rely on its roster of members and shall not be required to cause any title to any Lot to be examined);

(b) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS OF RIVER BEND

By authority of its Board of Directors, River Bend Association hereby certifies that the foregoing instrument has been duly executed by the Owners of 100% percent of the Lots of River Bend and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of River Bend.

RIVER BEND

BY: James B. Arthur
President

ATTEST:

James Samuel Coy
Secretary

(c) Immediately, and within the thirty (30) day period aforesaid, cause the amendment to be recorded in the Pickens County Clerk of Court Office.

All amendments shall be effective from the date of recordation in the Pickens County Clerk of Court Office, provided, however, that no such amendment shall be valid until it has been indexed in the name of this Association. When any instrument purporting to amend the covenants, conditions and restrictions has been certified by the Board of Directors recorded and indexed as provided by this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any Lots in Riverbend.

Section 9. Amendment of Declaration Without Approval of Owners. The Declarants, without the consent of approval of any other owner, shall have the right to amend this Declaration to conform to the requirements of any law or

governmental agency having legal jurisdiction over the Property or to qualify the Property or any lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of Property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

No amendment made pursuant to this Section shall be effective until duly recorded in the Clerk of Court Office in Pickens County.

Section 10. Amendment to Achieve Tax-Exempt Status.
The Declarants, for so long as it shall retain control of the Association, and, thereafter, the Board of Directors, may

amend this Declaration as shall be necessary, in its opinion, and without the consent of any owner, to qualify the Association or the Property, or any portion thereof, for tax-exempt status. Such amendment shall become effective upon the date of its recordation in the Pickens County Clerk of Court Office.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed this instrument this the 7th day of February, 1986, by authority of its Board of Directors.

RIVER BEND

BY: James B. Anthony
President

ATTEST:

James Samuel Cox
Secretary

SOUTH CAROLINA
PICKENS COUNTY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that James Samuel Cox personally appeared before me this day and acknowledged that he is Secretary of River Bend, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, James B. Anthony, sealed with its corporate seal, and attested by self as its Secretary.

WITNESS my hand and notarial seal this the 7th day of February, 1986.

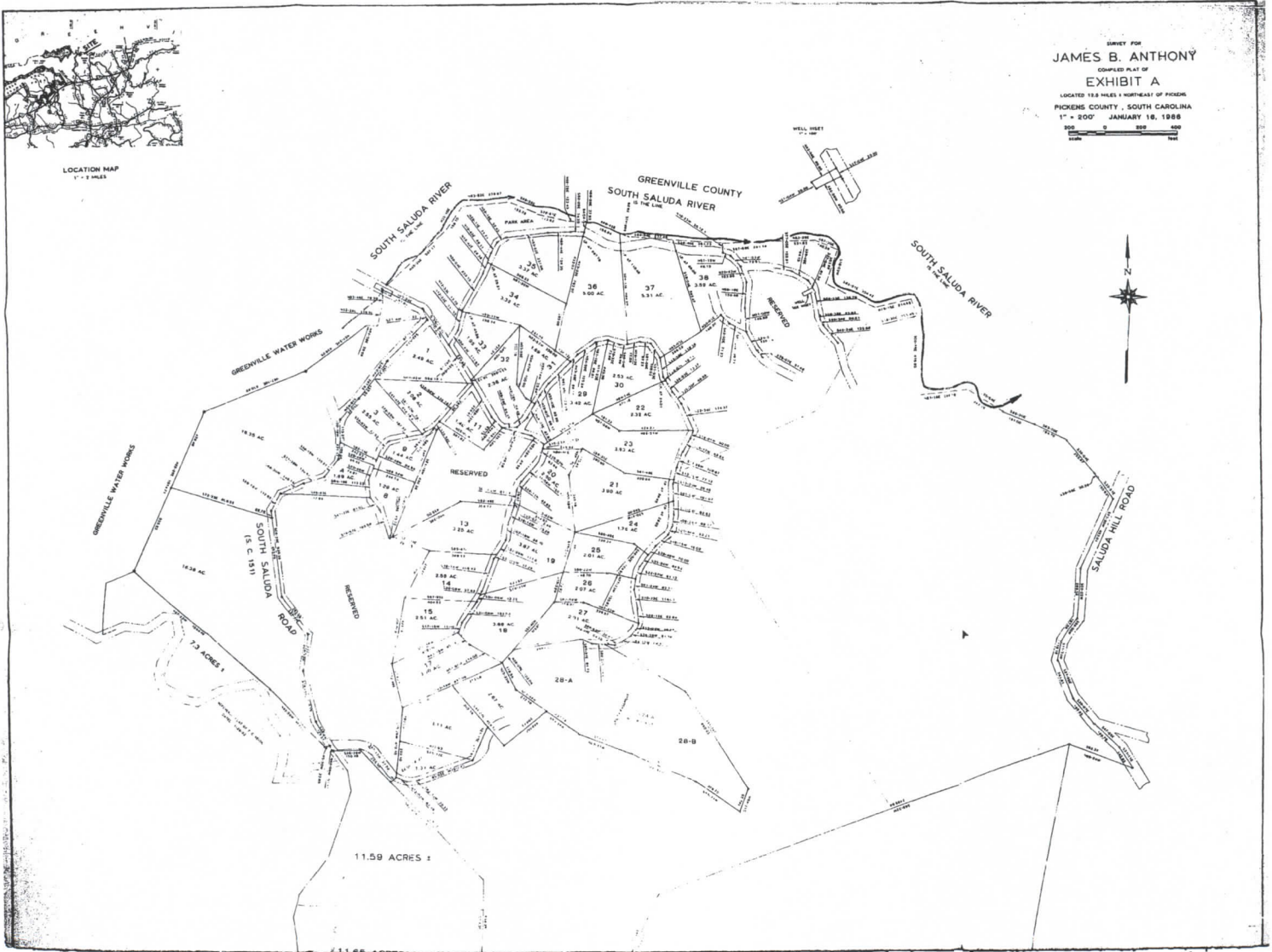
Mary Jane Roberts
Notary Public

My Commission Expires:

2-19-91

OLIVER A. NEALY
FILED
FEB 7 3 53 PM '86
CLERK OF COURT
PICKENS, S.C.

097306



SURVEY FOR
JAMES B. ANTHONY
COMPILED PLAT OF
EXHIBIT A
LOCATED 12.8 HILES NORTHEAST OF PICKENS
PICKENS COUNTY, SOUTH CAROLINA
1" = 200' JANUARY 18, 1968
0 200 400 600 800

LOCATION MAP
1" = 2 HILES

GREENVILLE COUNTY
SOUTH SALUDA RIVER
ON THE LINE

SOUTH SALUDA RIVER



GREENVILLE WATER WORKS

GREENVILLE WATER WORKS

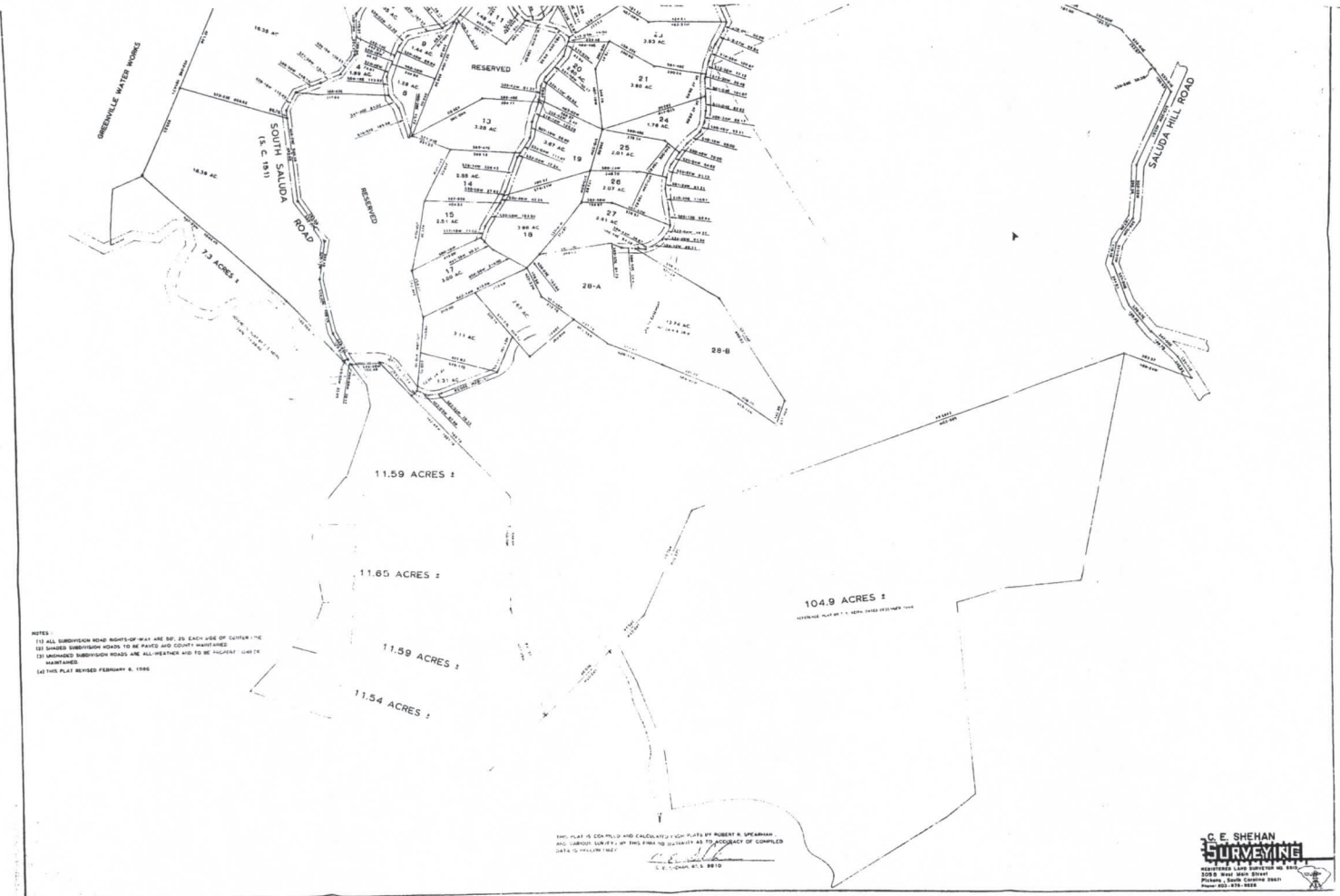
SOUTH SALUDA
RD. 15, C. 1511

SALUDA HILL ROAD

11.59 ACRES ±

RESERVED

1 1.48 AC
2 1.48 AC
3 1.48 AC
4 1.48 AC
5 1.48 AC
6 1.48 AC
7 1.48 AC
8 1.48 AC
9 1.48 AC
10 1.48 AC
11 1.48 AC
12 1.48 AC
13 2.00 AC
14 1.48 AC
15 1.48 AC
16 1.48 AC
17 1.48 AC
18 1.48 AC
19 1.48 AC
20 1.48 AC
21 2.00 AC
22 1.48 AC
23 1.48 AC
24 1.48 AC
25 2.01 AC
26 1.48 AC
27 1.48 AC
28-A
28-B
29 1.48 AC
30 1.48 AC
31 1.48 AC
32 1.48 AC
33 1.48 AC
34 1.48 AC
35 1.48 AC
36 1.48 AC
37 1.48 AC
38 1.48 AC



NOTES:
 (1) ALL SUBDIVISION ROAD RIGHTS-OF-WAY ARE 50' ON EACH SIDE OF CENTER LINE
 (2) SHADDED SUBDIVISION ROADS TO BE PAVED AND COUNTY MAINTAINED
 (3) UNSHADDED SUBDIVISION ROADS ARE ALL-PURPOSE AND TO BE MAINTAINED COUNTY MAINTAINED
 (4) THIS PLAT DELIVERED FEBRUARY 6, 1992

THIS PLAT IS CONTROLLED AND CALCULATED FROM PLATS BY ROBERT R. SPEARMAN, AND SURVEYED HEREIN AT THE TIME HE SURVEYED AS TO ACCURACY OF COMPUTED DATA TO FOLLOW THEREIN.
 R. R. Spearman
 S. C. CHARTERED SURVEYOR

C. E. SHEHAN
SURVEYING
 REGISTERED LAND SURVEYOR NO. 5127
 2125 W. 10th Street
 Pickens, South Carolina 29681
 Phone 863-976-1884