

STATE OF SOUTH CAROLINA ) AMENDMENT TO DECLARATION OF PROTECTIVE  
 ) COVENANTS, CONDITIONS, RESTRICTIONS AND  
COUNTY OF SPARTANBURG ) EASEMENTS OF BRIGHT FARMS

WHEREAS, the owners of certain Lots of land in Spartanburg County, South Carolina, shown and upon plats entitled "Bright Farms Subdivision" and "Bright Farms Section 2" both made by John Robert Jennings, PLS dated March 15, 2005 and February 14, 2007, recorded in Plat Book 158 at Page 23 and Plat Book 161 at Page 500, both in the ROD Office for Spartanburg County, SC, and

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

WHEREAS, a Declaration of Protective Covenants, Conditions, Restrictions and Easements of Bright Farms was recorded on July 5, 2005 in Deed Book 83-K at Page 122, and on July 25, 2007 in Deed Book 89-D at Page 786, both in the ROD Office for Spartanburg, South Carolina, and

WHEREAS, Section 39 of the Restrictions provides, in part that "The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owning at least two-thirds (2/3) of the lots in Bright Farms."; and

WHEREAS, the Homeowners Association desires to make certain amendments to the Restrictions set forth herein;

NOW, THEREFORE, the Bright Farms Homeowners Assoc., Inc., hereby amends the above-referenced Restrictions as follows:

8. TRAILERS AND MOBILE HOMES PROHIBITED: Trailers and mobile homes, including tractor trailers and single or double-wide mobile homes, are absolutely prohibited. Recreation vehicles ("RVs") and trailers are allowed so long as they are mechanically sound, clean, and well-maintained, and so long as they are located on the side or the rear of the house and in a fenced in yard. RVs and trailers shall only be allowed in the front of homes when loading and unloading, and never in excess of 24 hours. The Board, in its sole discretion, may require the removal of any RVs or trailers not in compliance with this section. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot unless approved by Developer or its nominee. Golf carts are allowed as long as the owner/operator follows all applicable traffic laws and, when not in use, the golf cart is stored in the garage or similar approved covered structure. Boats are also allowed to be stored on the homeowner's property as long as the boat and any accompanying boat trailer are well maintained, mechanically sound, and in good working condition. A boat

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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

and any accompanying trailer must be kept covered and located behind or beside the dwelling inside a fenced in yard. The Board, in its sole judgment and discretion, may require the removal of any boats or golf carts found by the Board to be in violation of this section.

15. NUISANCES, OFFENSIVE ACTIVITIES, AND FIREARMS: No nuisance or other noxious, offensive, unsightly activity or condition shall be conducted or allowed to exist on any lot or adjoining street or streets. The recreational shooting of handguns or firearms is strictly prohibited in the subdivision. This includes antique handguns and firearms, as well as any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.

16. PARKING OF VEHICLES: No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks, or trailers, other than pick-up trucks, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Street parking is only permitted for special events and must never exceed 24 hours unless prior written approval from the Board has been sought and granted. The Board reserves the right to tow, at the owner's sole expense, any vehicle violating this section. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicle such as motorcycles, mini-bikes, go-carts, four-wheelers, or similar vehicles.

17. PORTABLE OR METAL BUILDINGS PROHIBITED: Portable buildings, metal storage buildings, or other similar offsite constructed storage buildings are prohibited to be placed or remain on any lot unless approved by the Board. No more than one (1) unattached structure, such as a shed or detached garage for example, shall be erected on any lot.

18. SWING SETS AND BASKETBALL GOALS: Swing sets, sandboxes, gym sets, and any other similar devices or structures primarily for children's enjoyment must be located behind the rear corners of the dwelling. Permanent or portable basketball goals may be located and used in the homeowner's driveway, subject to the following limitations and conditions: basketball goals shall not be placed or used on, nor shall they ever block, common areas or streets; basketball goals shall be located no closer to the street than the middle of the homeowner's driveway; basketball goals, those utilizing them, and/or balls shall not be allowed to damage surrounding landscaping, structures, vehicles, signage in common areas, or the property of other homeowners; basketball goals shall not be placed in any location which would cause or encourage players to play in the street; the installation of a permanent/non-portable basketball goal is subject to the approval process as set forth in Paragraph 6 of these Restrictions, entitled "Approval of Building Plans – Special Conditions."; no basketball goal will be used for play before 7:00 a.m. or after 10:00 p.m.; all basketball goals must be mechanically sound, clean and well-maintained, and homeowners may not permit basketball goals to become unsafe or unsightly. The Board, in its sole judgment and discretion, may require

the removal of any basketball goal found by the Board to be in noncompliance with this section.

20. ANIMALS: No domestic fowl, cows, hogs, mules, wild animals, or any other farm-type animal shall be kept on any lot at any time. However, household pets, such as dogs and cats, may be kept on a lot, provided the total number of such pets shall not exceed a total of four (4) in number, and provided further that the owner thereof shall be responsible for the conduct and control of such household pets, so that they are not an annoyance, hindrance, or nuisance to others. All household pets are to be kept on the owner's premises or on a leash while walking the animal. Pet droppings in the street, common areas, or any property not owned by the owner of the pet shall be picked up by the pet owner and disposed of properly. Any and all damage resulting from the conduct of a pet shall be the sole responsibility of the pet owner. No pet shall be left unattended to bark continuously or disturb any other homeowner. All pet owners shall also abide by all laws and regulations related to owning and keeping household pets. Furthermore, no animals of any kind, to include household pets, shall be bred or raised for commercial purposes.

31. FIREWORKS: The use and/or storage of fireworks of any kind is prohibited unless carried out in conjunction with a supervised activity with the Homeowners Association, with the annual exception of July 4 no later than 10:30 P.M., and New Year's Eve no later than 12:30 A.M. on January 1.

The Restrictions shall in all other respects remain in full force and effect, except as modified hereinabove.

Star Jameson  
Witness 1

Pam Bracey  
Witness 1

Star Jameson  
Witness 1

Pam Bracey  
Witness 2

Bright Farms Homeowners Assoc., Inc.

By: Edward P. Donovan  
Its: President 09.16.2021

By: Shy Powell  
Its: Vice President

Star Jameson  
Witness 1

By: Tracy Miller  
Its: Treasurer

Pam Bracey  
Witness 2

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
Board Member

\_\_\_\_\_  
Witness 2

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Witness 1

By: \_\_\_\_\_  
Board Member

\_\_\_\_\_  
Witness 2

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STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, an undersigned Notary Public for the State of South Carolina, certify that the above-named named individuals personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 17 day of September, 2021.

[Signature]  
Notary Public for South Carolina

My Commission Expires: Sept. 29, 2027

