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STATE OF SOUTH CAROLINA)	AMENDMENT NO. 2 TO THE
)	DECLARATION OF RESIDENTIAL
COUNTY OF ANDERSON)	AREA EASEMENTS AND
		PROTECTIVE COVENANTS

WHEREAS, THE SHOALS OF ANDERSON, INC., a South Carolina corporation with a mailing address of Post Office Box 2842, Anderson, South Carolina 29625²⁷ ("Declarant") is the owner of certain real property located in Dandleton Township, State of South Carolina, County of Anderson; and

WHEREAS, the Declarant imposed restrictions and protective covenants on the lots and tracts of land included within the area designated on 17.83 acres, more or less, on that certain document entitled "Master Deed Establishing The Shoals I Horizontal Property Regime" recorded in Deed Book 17-D at Page 461 in the Office of the Clerk of Court for Anderson County, South Carolina, and fully set forth on Exhibit "E" ("Property"); and

WHEREAS, the restrictions and protective covenants were contained in that certain document entitled "Declaration of Residential Area Easements and Protective Covenants" executed by Declarant on 16 December 1983 and filed for record on 16 December 1983 in the office of Clerk of Court of Anderson County, South Carolina, in Deed 200 at page 472 ("Declaration"); and

WHEREAS, the Declaration provides for amendment in section 6.2 by an instrument in writing executed by the owner or owners of two-thirds (2/3) or more of the Property; and

WHEREAS, the Declarant, who was the owner of more than two-thirds (2/3) of the Property, has previously amended Section

1.1 of the Declaration and added sections 1.13 and 4.6 to the Declaration by instrument recorded in the aforesaid Clark's Office in Deed Book 20V at Page 507; and

WHEREAS, the Declarant and the owners of a portion of the Property who have affixed their signatures to this Declaration are the owners of more than two-thirds (2/3) of the Property and are desirous of adding section 1.14 and 3.3, amending sections 1.1, 2.1, 3.1 and 3.2 and deleting sections 5.1 and 5.2.

NOW, THEREFORE, the Declaration is hereby amended as set forth above and the following comprises the Declaration as amended.

ARTICLE I - RESTRICTIONS AS TO USE

1.1 No lot shall be used except for single family residential purposes and the Declarant or the Architectural Control Committee shall be specifically authorized to allow the construction and occupancy of multifamily units on any portion of the Property.

1.2 No fence or wall shall be erected, placed or altered on any lot, and no grading or filling which would ^{change} the elevation of any lot, or significant portion thereof, shall be done unless approved exclusively by the architectural control committee.

1.3 No mobile or modular homes of any type, whether on wheels, jacks or permanent foundations will be allowed on the Property.

1.4 No trailer home, motor home, camper or recreational vehicle will be allowed on the Property for habitable purposes.

1.5 No vehicle, boat, trailer home, motor home, camper or recreational vehicle shall be parked on, or beside any street. Said parking shall only be on the driveway or an area built exclusively for said purpose.

1.6 No structure with a temporary character, basement, tent, shack, barn, storage shelter or any other type outside building shall at any time be used on any lot.

1.7 No noxious or offensive activity shall be conducted anywhere on the Property, nor shall anything be done thereon which be or become an annoyance, nuisance or menace.

1.8 All antenna receive or transmit terminals, or other devices used for reception and/or transmission of audio or video signals shall be approve in writing by the architectural committee prior to installation.

1.9 All fuel oil tanks or containers shall be buried underground and out of view consistent with normal safety precautions.

1.10 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except cats, dogs or other household pets may be kept provided they are not bred or maintained for any commercial purpose.

1.11 Garbage and trash cans, wood piles and clothes lines must be located so they will not be visible from any street.

1.12 Property owners will be required to keep shrubbery or hedges trimmed to reasonable limits so that air circulation or view from surrounding property will not be adversely affected and so that traffic hazards will not be created.

1.13 All roads shall be used for ingress and egress only and shall not be used for recreational use by motor scooters, dirt bikes, etc.

1.14 "Residential building" shall mean a structure containing one or more independent living units.

ARTICLE II - RESTRICTIONS ON CONSTRUCTION
AND LOCATION OF BUILDINGS

2.1 No residential building shall be constructed containing less than seven hundred (700) square feet of heated floor space exclusive of porches, garages and breezeways, except on lots #40 - #48 nine (900) hundred square feet will be the minimum.

2.2 The Declarant reserves the right to amend any proposed or final plat, whether or not recorded, to amend the lotlines in any respect whatsoever including the combination of lots and division thereof.

2.3 No construction of any nature whatsoever shall be commenced or maintained upon any particular lot, nor shall any exterior addition to or change therein be made unless and until the plans and elevations showing the nature, kind, shape, height, materials and location (including extent of topographical alteration) the same shall have been submitted to and approved in writing as to harmony of extraterritorial design and location in relation to surroundings, structure and topography by the architectural control committee. A copy of the approved plans will be retained by the architectural control committee. In the event said committee fails to approve or disapprove such design and location within fifteen (15) days after said plans have been

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submitted to it, approval will not be required and compliance will be deemed to have been fully received. The approval by the architectural control committee shall not be unreasonably refused.

ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE

3.1 The architectural control committee will be The Shoals of Anderson, Inc. until ninety (90%) percent of the Property has been sold. At that point, The Shoals of Anderson, Inc. will appoint not less than three (3) nor more than five (5) owners of lots who will comprise the architectural control committee and serve for a one (1) year term.

3.2 In the event that a vacancy exists, it shall be filled temporarily or permanently as may be necessary by the committee for the remainder of the term. In all matters, a majority vote shall govern.

3.3 If less than five (5) owners of the Property are willing to serve on the architectural control committee, then The Shoals of Anderson Inc. shall continue to serve; however, nothing contained herein shall prevent The Shoals of Anderson, Inc. from withdrawing from the architectural control committee by filing a statement to that effect with the aforesaid Clerk's Office, whereupon, The Shoals of Anderson, Inc. would have no further responsibility under this Declaration and the owners of the Property would have the right to organize with each owner entitled to a prorata vote based upon the property owned.