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Case No. 111

DEC 15 12 25 PM '89

THAS LEE POOL
C.C.P. & S.S.
YORK COUNTY, S.C.

AMENDMENT TO RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

This covenant agreement, entered into this 17 day of November 1979, between Jack White Oil Distributor, Inc. (hereinafter known as the Grantor) and other property owners in Meadow Lakes (hereinafter known as the Grantees) and The Meadow Lakes Residents Association.

Whereas, on the 13th day of November, 1958, Jack C. White, the then owner of Meadow Lakes, a single-family residential subdivision near Rock Hill, South Carolina, and certain purchasers of lots in said Meadow Lakes entered into a restrictive covenant agreement relating to the use of and construction of houses on lots in Meadow Lakes. Said covenant agreement was recorded in Deed Book 258, Page 301 and referred to a certain plat recorded in Plat Book 16, Page 242.

Whereas, after the above-mentioned restrictive covenants were amended several times, title to the undeveloped part of Meadow Lakes was conveyed to Jack White Oil Distributor, Inc.

Whereas, Section "B" of the above-referred-to plat was not covered by the original restrictive covenants. Section "B" was later leased to the Meadow Lakes Residents Association to be used as a pasture by members of the Meadow Lakes Saddle Club for a period of ten years.

And Whereas, it is the further intention of the Grantor to, at the termination of the pasture lease, develop the remainder of Section "B" and prefers to develop it as part of Meadow Lakes under and subject to the herein with restrictive covenants.

Now, Therefore, in consideration of each party's promise to do or refrain from doing certain things, it is mutually agreed between the undersigned parties, their heirs, successors, and assigns, as follows:

1. In consideration for all other property owners in Meadow Lakes who execute this agreement, the Grantor agrees that at the end of the lease period it will convey to the Meadow Lakes Residents Association the stables and a tract of land around the stables extending from the swimming pool lot to the lot now owned by Alan Levinson to be used as a stable or for other recreational purposes.

as set out below and also to provide that Section "F" of Meadow Lakes be removed by and subject to these restrictive covenants.

3. All lots in Sections A, B, C, and D as shown on the attached plat, recorded in Plat Book , Page , shall be used for single-family residential purposes only except as hereinwith provided.

4. All parties agree that the Grantor may acquire property adjoining Meadow Lakes and make it a part of Meadow Lakes, provided such property is placed under these restrictive covenants.

5. No residence of less than ^{heated S.P.W. excluding garage} 1,800 square feet shall be located or erected on any lot of said subdivision. Prior to commencement of construction, the plans must be submitted to The Meadow Lakes Architectural, Control, and Planning Committee, which committee shall be the final authority in determining whether the within provisions have been complied with.

6. Only one residence, with the necessary outbuildings incidental to the residential use of the lot shall be located on any one lot in the blocks and sections covered by this covenant. No garage, outbuilding, or structure of any kind shall be located on any lot until construction of the main residence has begun. Plans for such garage, outbuilding, or structure must be approved by The Meadow Lakes Architectural, Control and Planning Committee. Any garage, outbuilding, or structure located upon said lot shall conform in design and construction to the main residence.

7. No residence, detached garage, or other building structure shall be located on any lot nearer than seventy-five (75) feet to the front property line, nor nearer than twenty (20) feet to the side property line, nor nearer than fifteen (15) feet to the rear property line of the lot unless approved by the owners of the adjoining lot and The Meadow Lakes Architectural, Control and Planning Committee; provided, however, that in no event shall any such building structure be nearer than fifty (50) feet to the front property line.

8. No dwelling house shall be permitted on any lot except a single-family dwelling. No apartment house shall be erected or created on any lot. By "apartment house" is meant any building designed or constructed so as to house more than one family.

9. No trailer, motor house, or garage or other outbuilding located on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. Each lot shall have a sewerage disposal system meeting the requirements of the South Carolina Department of Health & Environmental Control when any dwelling is erected thereon.

11. No noxious or offensive trade or activity shall be carried on upon any of the above described property, nor anything be done thereon which may be an annoyance, or a nuisance to the neighborhood. No sheep, hogs, goats, poultry, cows, horses, or any other animals shall be maintained on any lot in such a manner as to cause a nuisance or unsanitary conditions and in no case shall any such animals be stabled or housed within 300 feet of any residence, the owner of which objects. And nothing shall be done or any conditions permitted on any lot which shall pollute the waters of any of the lakes on this property. This does not apply to septic tanks built and maintained according to the South Carolina Department of Health and Environmental Control requirements. The Meadow Lakes Architectural, Control and Planning Committee shall be the final authority in determining whether or not the above provision has been violated.

11. (a) No junk cars, trucks or other vehicles shall be kept or maintained on any of the above described property for more than 30 days. A junk vehicle for this purpose is defined as one not in running condition for a continuous period of 30 days or more. No car, truck or other vehicle shall be repaired in the so-called shade tree manner. That is, the vehicle or any major part thereof will not be hoisted up by chain pull or other means to a tree limb or frame for major repairs. This is not to prevent residents from doing their own maintenance and minor repairs out of sight from the passing public.

12. No lot shall be subdivided so as to result in a building lot having a frontage of less than 125 feet nor an area of less than 24,000 square feet.

13. A perpetual easement of 5 feet is reserved over the front, rear, and sides of each lot for utility installation and maintenance.

14. It is understood and agreed by and between the Grantor and the Grantee that for a period of ten (10) years from the date hereon, in the event that the Grantee shall elect to sell or dispose of a lot, said Grantee hereby grants unto the Grantor, his successors and assigns, a ten (10) day option to purchase said lot with all improvements thereon at any bona fide offer received by said Grantee for said lot; provided, however, that the Grantor herein, for himself, his heirs and assigns, agrees that the provisions of the within option are hereby

specifically waived and released in favor of the rights of lien creditors taking or holding a mortgage upon said premises from the said Grantee.

15. It is hereby agreed and understood by and between the Grantor, its heirs, assigns, and successors, and the Grantees, his or their heirs and assigns, that the foregoing covenants, conditions, and restrictions shall be held to bind only the tracts hereinbefore referred to, and shall run with the land, and be binding on all parties hereto and persons claiming under them until December 1, 1988 (with the exception of Provision 14), at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of lots in the aforementioned tracts, it is agreed to change said covenants in whole or in part.

16. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by The Meadow Lakes Architectural, Control and Planning Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevation and lot lines. In order to avoid sectionalizing, no fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 17, paragraph (b).

17.

(a) The Meadow Lakes Architectural, Control and Planning Committee shall be composed of six property-owning residents of Meadow Lakes; one of whom shall be Jack C. White. The other five are to be elected by the Board of Directors of the Meadow Lakes Residents Association to serve from one to five years. Their terms to be staggered by alphabetical order. The one whose name is highest in alphabetical order shall serve one year, the next two years, and the next three years, the next four years and the last five years; after which time the terms for each member will be five years. Thus, each year, one member's five-year term will expire and he or she will be replaced by a qualified person being elected by the Board of Directors of the Meadow Lakes Residents Association. Any vacancy as a result of death, resignation, or otherwise, shall be filled for the balance of the term by the Board of Directors of the Meadow Lakes Residents Association.

(b) The membership of the first committee under the revised plans and covenants has been designated by the Meadow Lakes Residents Association and is as follows:

Jack C. White
Donald McCurry
Marshall Doswell

Vicent Morabit
James B. Kimble
Robert J. Armstrong

(c) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been duly complied with.

18. So long as there are at least ten residents of Meadow Lakes who are desirous of keeping a horse or pony in the stables that the stables be used for that purpose.

As long as the stables are being used to stable horses that the resident owners of horses and ponies in Meadow Lakes will constitute an associated division of Meadow Lakes Residents Association to be known as the Meadow Lakes Saddle Club Committee. In order for a person to be a voting member of the Meadow Lakes Saddle Club Committee, that person must also be a member of the Meadow Lakes Residents Association. The stables, lot and pasture (so long as the pasture is under lease to the Meadow Lakes Residents Association) and the operation of the saddle club will be under the jurisdiction of the Meadow Lakes Saddle Club Committee of the Meadow Lakes Residents Association.

All dues and funds of the Meadow Lakes Saddle Club Committee shall be handled by the treasurer of the Meadow Lakes Residents Association, but used to the benefit of the Saddle Club unless otherwise provided by a majority vote of the members of the Meadow Lakes Saddle Club Committee. The members of the Meadow Lakes Saddle Club Committee shall select a qualified person to be an assistant to the treasurer of the Meadow Lakes Residents Association to handle the collection of dues and any other fiscal matters that might arise in connection with the operation of the Meadow Lakes Saddle Club.

19. It is further provided that nothing herein contained shall be held to impose any restriction upon any of the tracts of the Grantor not herein specifically referred to, and covered by these covenants.

20. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development

or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or such other relief as the court may provide.

21. 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th day of Nov., 1979.

Witness:

JACK WHITE OIL DISTRIBUTOR, INC.

[Signature]

Jack C. White
By: Jack C. White, President.

George B. Hendrix

Miriam B. White
By: Miriam B. White, Secretary

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me George B. Hendrix and made oath that he saw the within named Jack C. White and Miriam B. White, officers of Jack White Oil Distributor, Inc., sign and seal and as its act and deed deliver the within written agreement; and that he with Robert J. Armstrong witnessed the execution thereof.

SWORN to before me this 17 day of November, 1979.

George B. Hendrix

[Signature]
Notary Public for South Carolina

Exp. 12/31/81
MEADOW LAKES RESIDENTS ASSOCIATION

Witness:

[Signature]

Will Huff
By: Will Huff President

George B. Hendrix

Charlette M. Tucker
By: Charlette M. Tucker Sec.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me George B. Hendrix and made oath that he saw the within named Will Huff and Charlette M. Tucker officers of the Meadow Lakes Residents Association sign and seal and as its act and deed deliver the within written agreement; and that he with Robert J. Armstrong witnessed the execution thereof.

SWORN to before me this 17 day of Nov., 1979.

George B. Hendrix

[Signature]
Notary Public for South Carolina
Exp. 12/31/81