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AMEND/REST
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Rec.\$12.00 Cnty Tax \$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA

) **AMENDMENT OF THE DECLARATION**

) **OF COVENANTS, CONDITIONS,**

) **RESTRICTIONS AND EASEMENTS FOR**

COUNTY OF GREENVILLE

) **SPRING HAVEN SUBDIVISION**

Whereas, the Covenants, Conditions, Restrictions and Easements for Spring Haven Subdivision were filed on January 30, 2006, with the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2187 at Pages 1115-1124;

NOW THEREFORE, ARTICLE II: USES PROHIBITED AND PERMITTED IN RESIDENTIAL AREAS is amended to read as follows:

- 17) **Trash Receptacles** – All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from the view of the street. Trash that is in a hard shell container may be placed at the curb the night before pickup. All bagged or boxed trash must be placed at the curb on the day of pickup.
- 18) **Clotheslines** – All clotheslines and poles shall be installed on the rear portion of the lot not to be visible from the street. All clotheslines must be approved by the Architectural Control Committee.
- 19) **Yard Equipment** – All lawnmowers or other lawn maintenance equipment shall be kept in an enclosed area so as not to be visible from any street or adjoining property.
- 20) **Television Antenna and Satellite Dishes** – All antennas, dishes or similar devices for the transmission of signals of any kind shall be erected in an area that is not visible from the road frontage. All antennas and dishes must be approved by the Architectural Control Committee.
- 21) **Animals and Pets** – No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets shall be kept within a dwelling, enclosed yard, or a yard area bordered by an "invisible fence" designed for animal control, unless on a leash. No pet which has caused any damage or injury shall be walked in the community, whether on a leash or otherwise. Pets which endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the owners and occupants, determined by the sole discretion of the board, must be removed by their owner upon request of the board. Pet owners must also clean-up promptly after their pets and dispose of the waste in suitable containers within the owners property. Dog houses and kennels shall be located on any lot so as not to be clearly visible from the street. Also, Greenville County has a leash law and an animal control ordinance that states an animal that is running at large is considered an offense. Running at large is defined as being off the premises of the owner or keeper and not under physical control of the owner/keeper by

means of a leash or other similar restraining order. Pets, including dogs and cats, are subject to this ordinance. Any pet that is not leashed can be reported by a homeowner to the Animal Control Department of Greenville County at 467-7595.

- 22) Guests – All owners are responsible for the conduct of their guests at all times. Please make them aware of the rules and regulations.
- 23) Automobiles – Owner/Occupant/Guest automobiles or other vehicles shall be parked in the driveway of the homeowner or within the garage. Guests may use the street for parking when space does not permit parking in the garage or driveway for no longer than 6 hours at a time and are not permitted to leave the car overnight unless approval is granted by the Board or the Declarant. Guests are also expected to stagger the parking to permit access by all emergency vehicles. Automobiles can not be maintained, repaired, serviced, rebuilt or dismantled on any lot except within the confines of the garage. No vehicle can be painted in any garage. This does not prevent a vehicle from being washed or polished in the driveway of any lot. No automobile or other vehicles are to be driven over curbing or sidewalks. Any damage to curbing or sidewalks will be repaired at the homeowner's expense.
- 24) Commercial Vehicles – No commercial vehicles are permitted except those that can be parked in the driveway or garage along with personal vehicles. Commercial vehicles may not be parked in the street or yard.
- 25) Pools – Inground and above ground pools are permissible but must be located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. All pools must also be enclosed with a fence. All pools and fences must be approved by the Architectural Control Committee.
- 26) Mailboxes – All mailboxes and mailbox posts shall be of the same type and color as that Originally installed by the Declarant.
- 27) Completion of Improvements – All houses and other structures approved by the Architectural Control Committee must be completed within one year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.
- 28) Maintenance – Each dweller shall keep and maintain the owner's entire lot and any improvements and landscaping thereon in good condition and repair, including, without limitation (a) repairing and painting (or other appropriate external care) of all structural improvements; (b) seeding, watering and mowing of all lawns; (c) pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view of pedestrians and motorists of street traffic. The Architectural Committee shall have the power and responsibility of enforcing this Section.

- 29) Guns – The discharge of firearms on the properties is prohibited. The term “firearms” includes Without limitation “B-B” guns, pellet guns, and firearms of all types.
- 30) No recreational equipment such as portable basketball goals or soccer goals shall be placed in or on any street or road. All described equipment shall be placed in a way that it does not disturb traffic or sidewalks and must be put away when not in use.
- 31) Regime Fees – All assessments made by the association are due on the stated due date of payment or they will be subject to a penalty.
- 32)

ENFORCEMENT AND FINES

Enforcement – Each owner and occupant shall comply strictly with the bylaws, rules and regulations as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and any such restrictions which may be placed in the deed to such owner’s lot, if any. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association, the Board, the Declarant, the Architectural Control Committee or any aggrieved lot owner, jointly or severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as it may be amended, or adopted or imposed by the Association, the Board, the Declarant or the Architectural Control Committee. Reasonable notice and a reasonable opportunity to cure such violation shall be give to the delinquent party prior to commencing any legal proceedings. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved owner. Failure by the Association, the Board, the Declarant, the Architectural Control Committee or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the owner who is responsible (or whose occupants are responsible) for violating the foregoing.

Fines for Covenant Violations - Any owner or occupant who violates a Covenant, By law, rule or regulation is subject to the following procedure. The owner or occupant will be sent a warning letter advising of the infraction with a due date not to exceed 15 days under normal circumstances. If the homeowner does not correct the infraction in the time frame noted in the first notice a second violation

notice will be sent with a \$25 fine. If the homeowner does not correct the infraction in the time frame noted in the second notice a third notice will be sent with a \$50 fine and so on. Successive notices will be as follows: Fourth notice \$100, fifth notice \$200, sixth notice \$400. Each infraction of the same violation will stand on its own so a violation that requires 6 notices will total \$775. Subsequent violations of the same infraction will start over when the violation is remedied and fines paid. (As an example: Homeowner warned 3 times to mow lawn over 30 day period. Homeowner mows lawn and pays \$75 total. Homeowner warned again 2 months later and 2 notices are sent. Homeowner will need to mow the lawn and pay \$25 fine.) Each violation that requires a fine will need to be paid within 60 days from the first notice or a lien may be placed against the residential property or a judgment may be obtained through a magistrate court. All homeowners will be responsible for any unpaid fines and penalties imposed on the tenant renting or leasing their unit.

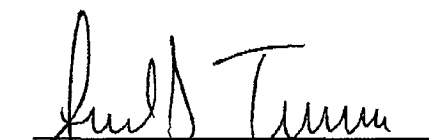
It is the privilege of the Board or the Declarant to hire an outside company to remedy any violation if not attended to by the homeowner within 15 days of the notice and all expenses will be charged to the offending homeowner with 1-1/2% interest per month in addition to all fines.

Any owner or occupant may request a hearing with the Board; the Declarant or the Architectural Control Committee. Decisions made by the Board, the Declarant or the Architectural Control Committee at or after the meeting will be considered final and any fine levied will need to be paid by the due date of the last notice unless the Board or the Declarant deems it necessary to change. Any changes will need to be furnished to the offending party in writing.

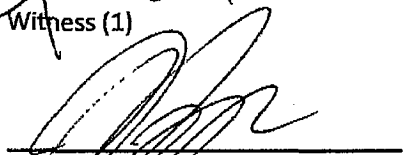
NOW THEREFORE, ARTICLE VIII HOMEOWNER'S ASSOCIATION AND PROPERTY RIGHTS OF OWNERS is amended to read as follows:

c.) Capitalization of Association – Upon acquisition of record title to a Homesite by any owner thereof other than the Declarant or a Builder or upon occupancy of a Homesite by a Person other than a Builder or Declarant, a contribution shall be made by the purchaser or occupant to the working capital of the Association in an amount to be determined by the Board, but in no event less than one-sixth (1/6th) of the annual General Assessment per Homesite for that year, and no more than the full annual General Assessment per Homesite for that year. Referred to as the "Working Capital Contribution," this amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Homesite, or if the obligation to make the capital contribution arises by virtue of occupancy of a Homesite by a Person other than a Builder or Declarant, the Working Capital Contribution shall be paid immediately upon demand by the Association. Working Capital Contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

IN WITNESS WHEREOF, the undersigned hereby set its hand to seal this 12th day of June 2008.

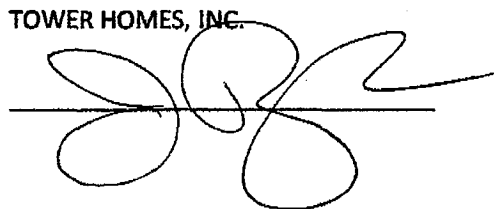


Witness (1)



Witness (2)

TOWER HOMES, INC.



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, JAMES W. FAYSSOUX, a Notary Public for the State of SOUTH CAROLINA, do hereby certify that TOWER HOMES, INC. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



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