END/REST Book: DE 2617 Page: 3696 - 3697 March 3, 2021 08:42:30 AM

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E-FILED IN GREENVILLE COUNTY, SC

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STATE OF SOUTH CAROLINA	)	DECLARATION OF COVENANTS.
	ý	CONDITIONS AND RESTRICTIONS FOR
COUNTY OF GREENVILLE	)	WHISPERING MEADOWS, PHASE 1 AND 2
	)	KNOWN AS
	)	THE COTTAGES AT WHISPERING MEADOWS
	)	DEED BOOK 2593 AT PAGE 4419

The restrictions covenants of Clemson Cottages Subdivision recorded in Deed Book 2593 at page 4419 are hereby amended as follows:

## Article IX. General Covenants. Uses Permitted and Restricted

- All lawn maintenance is to be performed by the Landscape Maintenance 18. company that is hired by the HOA management company. It is NOT allowed for any homeowner to cut their grass, fertilize or apply any chemical to their lawn, manually operate any irrigation, and or hire any outside company to perform any work having to do with landscaping, without proper approval from the ARC, and having all proper paperwork in and approved prior to start of project.
- For as long as Rosewood Communities or any other developer is the 37. Declarant for the neighborhood, solar panels will not be allowed to be erected upon any lot or residence. Once the control of the HOA is turned over to the Board of Directors run by the homeowners, solar panel installation will be subject to approval by the Board of Directors and/or the Architectural Review Committee (ARC).

## Article IV. The Association

Working Capital Fund. The Association may establish a working capital 6. fund in the amount of Five Hundred Seventy Five and no/100 Dollars (\$575.00) (as described in Article V hereof) for each Lot. If established, each Lot's share of said working capital fund shall be collected from the purchaser and transferred to the Association at the time of the closing of the initial sale of each Lot to a party other than Declarant. The working capital fund shall be maintained in. a separate account for the use and benefit of the Association and shall be used to meet unforeseen expenditures or to acquire furniture, equipment, or services deemed necessary or desirable by the Board of Directors of the Association. All sums paid unto the working capital fund are in addition to and not in lieu of regular assessments for common expenses.

## Article V. Covenant of Assessments. Purpose of Monthly Assessments.

HOA must mulch each lot once a year and common areas as needed. a. Each lot must be mulched at the same time and association is NOT allowed to mulch one at a time without completing all lots. HOA is financially responsible for all irrigation and irrigation repairs.

Dated this  $\underline{\mathcal{I}}$  day of January, 2021.

IN WITNESS WHEREOF, Declarant, by and through its authorized representative, has caused this instrument to be executed the day and year first above written.

Rosewood Communities, Inc.

Wblom. President

State of South Carolina

**ACKNOWLEDGMENT** 

**County of Greenville** 

I, James W. Fayssoux, a Notary Public for the State of South Carolina, do hereby certify that Rosewood Communities, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 24 day of

(SEAL)

Notary Public for South Catolina

My Commission Expires: