

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

AMENDED RESTRICTIVE COVENANTS
OF
MEADOWCROFT SUBDIVISION

WHEREAS, MEADOWCROFT, INC., is the owner of a tract of land in Sumter County, South Carolina, containing 22.35 acres, (which is to be subdivided into lots) as shown on that certain plat of Louis While Tisdale, RLS, dated November 2, 2000, and filed for record in the Office of the Register of Deeds for Sumter County in Plat Book 2002, at page 561, on September 26, 2002; and

WHEREAS, the said Meadowcroft, Inc. Proposes to sell and convey the said lots for residential building purposes and now desires, by the imposition thereon of the following protective and restrictive covenants, to protect itself and all subsequent purchasers of the said lots from any construction or activities which would be detrimental to the use or value of said properly by the said proposed purchasers;

WHEREAS, the said Meadowcroft, Inc. filed it's Restrictive Covenants for the subdivision on November 25, 2002 in the office of the Register of Deeds for Sumter County in book 865 and page 1490 and now amendment those Restrictive Covenants as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, MEADOWCROFT, INC., does hereby declare these covenants to exist and to be impose on the said lots as hereinafter stated, to-wit;

1. That no lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot, other than a single-family residential dwelling and such outbuildings as are incidental.
2. No dwelling shall be located on a residential building lot, which is nearer than 35 feet to the front line, or nearer than 12 feet to any side lot line or nearer than 25 feet from any rear lot line. Setback requirements for detached garages and other accessory buildings shall be governed by local zoning ordinances and the location of such buildings approved by the Architectural Review Committee.
3. No residential building lot shall be subdivided or re-subdivided in its size, shape, or dimensions so as to reduce any lot smaller than the area now shown on the smallest building lot on the subdivision lot on the subdivision plat, unless approved by the Architectural Review Committee in writing.
4. No building, barn outbuilding, garage, fence, satellite dish, or structure of any kind of nature, or alterations or additions thereto, shall be erected, placed or made on any lot hereinafter referred; nor any basement or excavation of any kind shall

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be made unless and until the complete plans and specifications as to the size, design, and material, shall have been submitted to and then approved, in writing by the Architectural Control Committee.

5. No structure of any temporary character, trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall be placed on any of the herein above referred lots or at any time used as a residence, either temporarily or permanently.
6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept thereon provided that they do not become an annoyance or nuisance to the neighborhood or otherwise detract from the desirability of the neighborhood as a residential area.
7. No inoperative motor vehicles are permitted on any of the said herein above referred lots in excess of thirty (30) days.
8. Window Unit Air Conditioners: These will not be permitted on the front side of a home. The small window units that are already in place will be grandfathered in. You will be given (5) days to comply/notify the board of your intentions to rectify the violation. Failure to comply by day (6) will result in a \$10.00 per day fine and then turned over to the HOA attorney for further action.
9. No lot, or any portion thereof, shall be used for business, commercial or noxious activities of any kind, character or nature. No portion of any lot shall be used for outside storage of any inventory, building materials or other material other than for and during a reasonable period for construction of an approved on site structure.
10. No lot shall be used or maintained as a dumping ground for trash, rubbish, or other garbage. Trash, garbage, or other waste shall be kept at all times in closed sanitary containers, which shall be placed and kept behind the house, out of sight of the street as far as is possible, and in a clean and sanitary condition. All incinerators or other equipment for the storage or disposal of garbage or rubbish shall be kept in a clean and sanitary condition and operated in such a manner as not to constitute a nuisance or an annoyance to the neighborhood.
11. No signs or billboards shall be erected or allowed on any lot except one sign advertising the sale or rent thereof which sign shall be no larger than two (2') feet by three (3') feet and designed and displayed no higher than six (6') feet from the ground elevation. No signs requiring your address (family gatherings/yard sale, etc.) are to be affixed in any fashion to any light post, stop sign, or speed limit sign, brick/stucco walls, etc. They are to be staked into the ground and removed immediately after your function has concluded. Failure to comply will result in your sign being removed.

12. The owner reserves the right to subject the property herein to a contract with Black River Electric Cooperative, Inc. For the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing payment to Black River Electric Cooperative by the owner and subsequent purchasers of the lots herein described.
13. Yard Maintenance: Grass is not to exceed 6" in height. Weeds/grass are to be kept from growing over the curb and into the street. Shrubbery should be kept in good appearance and at a reasonable height. All fencing is to be kept in good repair at all times. You will be given (5) days to comply/notify the board of your intentions to rectify the violation. Failure to comply by day (6) will result in a \$10.00 per day fine and then turned over to the HOA attorney for further action.
14. The Landscape Maintenance Committee and/or the Architectural Control Committee may incorporate.
15. The Coloration may convey any common areas to the Architectural Control Committee or the Landscape Maintenance Committee.
16. No well shall be placed within forty-five feet of the boundary line of another lot.
17. Approval of the Landscape Maintenance Committee and/or the Architectural Control Committee is required for any alteration of the easement area including but not limited to the grading or removal of plants; the pruning or trimming of plants; the planting of new or additional plants; the installation of any fences; and the modification of any irrigation systems.
18. These covenants shall run with the land herein above referred and shall be binding on all parties hereto and all persona claiming under them for a period of twenty (20) years following the date of these covenants, after which time the said covenants hereto shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots referred to herein has been recorded agreeing to change said covenants in whole or in part.
19. Enforcement of the herein above referred covenants and conditions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant herein and the grantor or other property owners of that property described herein shall have the right to enjoin, restrain and prevent any and all such violations and recover damages for the same.
20. Invalidation of any one of the covenants herein above referred by judgment or order of decree of any court shall in no wise effect any of the other provisions of these covenants, and all remaining covenants not ho affected, shall remain in full force and effect.

21. This declaration and the covenants herein set forth shall be and are hereby made binding upon the present and future owners, purchasers, and tenants, their successors, assigns, heirs, executors and administrators.

22. The owner, its successors and assigns, shall have the right to subject additional properties to this deceleration. The additions shall be made by either deeding such additional property subject to this deceleration by specific reference in individual deeds or by tiling a supplementary deceleration with respect to the additional property, which shall extend the operation and effect of these covenants to such additional progeny the same as if said progeny had been originally included in this deceleration. The supplementary deceleration may contain such complementary additions and modifications of these covenants as may be necessary or convenient in the judgment of the owner, to reflect the different character, if any, of the added properties and as are not inconsistent with this deceleration, but such modifications shall have no effect.

IN WITNESS WHEREOF, Meadowcroft, Inc., Owner, by its duly authorized officer, has caused the Restrictive Covenants herein to be executed and sealed this 21 day of September, 2018.

IN THE PRESENCE OF

Kayla McLeod

MEADOWCROFT, INC.
Rosemary Stewart
ROSEMARY STEWART, PRESIDENT

Kenneth W. [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PROBATE

PERSONALLY, appeared before me the undersigned witness who, being duly sworn, deposes and states that (s)he saw the within named MEADOWCROFT, INC., by ROSEMARY STEWART, its PRESIDENT, sign, seal and as her act and deed, deliver the within written Restrictive Covenants; and that deponent with the other witness named above, witnessed the execution thereof.

Kayla McLeod

SWORN to before me this 21 day of September, 2018.

Kenneth W. [Signature] (LS)
Notary Public for South Carolina
My Commission Expires: 4-28-22