

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SECOND AMENDMENTS TO
RESTRICTIVE COVENANTS OF
DANCING DOGWOODS

WHEREAS, Douglas R. Plumley and Cheryl L. Plumley, (the "Developers"), placed Restrictive Covenants on a tract of land known as Dancing Dogwoods as shown in Deed Book 77-T, Page 841, said property being shown on plat recorded in Plat Book 75, Page 494, said property also being shown on plat recorded in Plat Book 147, Page 12;

WHEREAS, these the Developers made a first amendment to these Restrictive Covenants as recorded in Deed Book 80-Q, Page 436;

WHEREAS, these Restrictive Covenants under paragraph 13 allow two-thirds of the then owners to modify these Restrictive Covenants, and under paragraph 14, the Developers may modify these Restrictive Covenants;

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that the said Restrictive Covenants are hereby amended by the undersigned, as the developers, and representing more than two-thirds of the lot owners, as follows:

- (1) By deleting Item 3 and any prior amendment to Item 3;
- (2) By deleting Items 6, 6(a), and 6(b) and any prior amendment to Item 6(b);
- (3) By deleting Item 7 and any prior amendment to Item 7;
- (4) By deleting Item 8;
- (5) By deleting Item 9; and
- (6) By deleting Item 12.

DEE-2016-51931



DEE BK 113-Z PG 366-367

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Dorothy Earle, Register Of Deeds

Other than as hereby amended, all of the Restrictive Covenants shall remain in full for and effect under the terms and conditions as so stated therein.

WITNESS our hands and seals, this 18th day of November, 2016.

WITNESSES:

Daniel A. Craig

Douglas R. Plumley
Douglas R. Plumley

Aussie E. Balu

Cheryl L. Plumley
Cheryl L. Plumley

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Douglas R. Plumley and Cheryl L. Plumley, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of such governmental entity.

SWORN TO this 18th day of November, 2016.

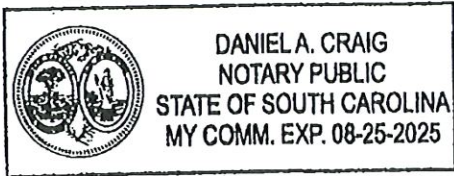
Daniel A. Craig

(SEAL)

Notary Public for South Carolina

Printed Name: Daniel A. Craig

My commission Expires: 08-25-2025



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

RESTRICTIVE COVENANTS

WHEREAS, Douglas M. Plumley and Cheryl L. Plumley are the owners of certain land located in the County of Spartanburg, State of South Carolina, Town of Landrum, on North Elm Avenue, which tract of land has been surveyed and subdivided into a residential development containing thirteen (13) lots, not including Lots 1 and 4, being shown and described on a plat of Dancing Dogwoods by Jonathan R. Smith, PLS, dated November 10, 1999, and recorded in Plat Book 75, at page 494, R.M.C. Office for Spartanburg County; and

WHEREAS, Douglas M. Plumley and Cheryl L. Plumley are desirous of creating and putting into effect, for the mutual protection of themselves, their heirs and assigns and subsequent purchasers of some of the lots of said Subdivision, the protective covenants, conditions and restrictions hereinafter contained;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Dancing Dogwoods (hereinafter "restricted lots"), shown on referenced Plat are hereby encumbered with the following conditions and restrictions, which shall be construed as covenants running with the land and binding upon the said Douglas M. Plumley and Cheryl L. Plumley, their heirs, successors and assigns and upon all purchasers of the restricted lots, their heirs, successors and assigns, to wit:

1. The restricted lots shall be used only for single family residential purposes and only one such residence shall be erected on any lot, duplexes and multi-family structures shall not be erected on any lot.

2. No lots shall be further subdivided, provided, however, the owner and subsequent purchasers may sell and convey a portion of any lot to the owner of an adjoining lot in the subdivision provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on the plat. Any lots or portions of lots combined with an adjoining lot together shall be considered as one lot and the restrictions set forth herein shall apply to the newly created lot.

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Stephen Ford, Register



~~3. No lot shall be used except for single family residential purposes, private attached garages, and necessary outbuilding. Except for Lot 6, each dwelling shall contain a minimum of One Thousand Five Hundred (1,500) square feet of heated floor space, excluding basements. A one and one-half (1 1/2) or two (2) story house must contain a total of One Thousand Seven Hundred (1,700) square feet or more. These houses must have the garage attached to the main residence.~~

~~All outbuildings except private garages attached to the dwelling shall be located in the rear of the main residence and shall be constructed with new materials and built in a professional manner in keeping with other structures in the subdivision.~~

4. No structure shall be erected nearer the front line of any lot than the building line shown on the plat, and no structure of any type shall be erected nearer than fifteen (15) feet to any side lot or near lot line.

5. All sewage shall be disposed of by septic tank installed with the approval of the State or County Board of Health.

6. ~~No noxious or offensive trade or activity shall be carried on upon the restricted lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Specifically prohibited under this item, but not intended to be all inclusive are the following:~~

~~a. Parking or dumping of non-operative motor vehicles, machinery, appliances or other large household articles, including furnishings. No motor vehicle without a current license plate may remain on the premises for more than thirty (30) days unless parked within a garage.~~

~~b. The raising or keeping of any barnyard animals; although, this is not intended to nor shall it preclude the keeping of dogs, cats, or other household pets.~~

7. ~~No tent, shack, chicken yard, barn or other outbuildings shall be erected on the restricted lots at any time, nor shall any trailer, mobile home or tent be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No mobile home, trailer, modular home, doublewide mobile home, or other such structure shall be located on any lot or parcel of land.~~

8. ~~Douglas and Cheryl Plumley or their designee must approve all house plans or outbuildings prior to construction. If after submitting the final house plans and outbuilding plans to the developers or their designee, they are not approved within thirty (30) days, then the plans are approved as submitted.~~

9. ~~No signboard shall be displayed on any lot in the subdivision except "For Sale" or "For Rent" and such sign shall not be more than two feet by three feet (2' x 3') in size except that Douglas and Cheryl Plumley, their heirs, successors or assigns, shall have the right to use additional signs for the development and sale of the property.~~

10. An easement is reserved for utility installation and maintenance within five (5) feet of the front lot line and within five feet of each side lot line and rear lot line of each lot or tract. Such utilities shall include, but not be limited to, electric power, water, telephone and cable television.

11. The conditions, covenants, restrictions and reservations herein set forth are covenants running with the land and shall be binding upon Douglas and Cheryl Plumley, their heirs, successors and assigns, and upon all purchasers of property in said subdivision, their heirs, executors, administrators, successors and assigns, and shall inure to and be enforceable by any individual lot owner. Failure to enforce any condition, covenant, restriction or reservation herein contained shall not be deemed as waiver of the right to do so thereafter, as to the same breach, or as to any breach occurring prior or subsequent thereto.

12. ~~Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.~~

13. These covenants shall be binding on all parties and all persons claiming by, through or under them until May 1, 2022, and shall be thereafter automatically extended for successive periods of ten (10) years each unless and until an instrument modifying or terminating these covenants and signed by two-thirds (2/3's) of the then owners of lots or tracts in the subdivision has been duly signed, witnessed and recorded. Thereafter such modification or termination shall be effective and applicable to said lots and tracts.

14. The developers reserve the right to modify or amend these covenants.

15. Invalidation of any one of these covenants by judgment of Court Order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands and seals this 15th day of April, 2003

WITNESSES:

Melinda Cantrell
[Signature]

Cheryl R. Plumley (SEAL)
[Signature] (SEAL)

STATE OF SOUTH CAROLINA)
 :
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Cheryl R. Plumley sign, seal and as his/her act and deed deliver the within written Restrictions and that they as subscribed above, witnessed the execution thereof.

SWORN TO before me this
15th day of April,
2003.

[Signature] (SEAL) Melinda Cantrell
Notary Public for S.C.
My Commission Expires: 05-30-05