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E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Hanney*

STATE OF SOUTH CAROLINA    )  
  )  
  )  
COUNTY OF GREENVILLE    )

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS OF WALNUT RIDGE

WHEREAS, on or about the 25<sup>th</sup> day of July 2014, Crown Holdings, LLC, by its sole member, D.C. Snipes, executed Declaration of Covenants, Conditions, Restrictions and Easements of Walnut Ridge (the "Declaration"). Said Declaration was recorded in the Register of Deeds office for Greenville County, South Carolina (the "ORD") on July 15, 2014 in Deed Book 2447 beginning at Page 5562.

WHEREAS, the Declaration applies to Lots as shown on a Plat entitled Walnut Ridge and recorded in the ORD in Plat Book 1181 at Page 3.

WHEREAS, Article VI, Section 2 provides "this Declaration may be . . . amended at any time by a vote of 75% of the Owners . . ."

NOW, THEREFORE, by approval of at least seventy-five (75%) percent of the Lot Owners, the Declaration of Covenants, Conditions, Restrictions and Easements of Walnut Ridge, to take effect upon recording with the Office of Register of Deeds for Greenville County, are hereby changed and amended as follows:

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AMENDMENT TO THE  
WALNUT RIDGE COMMUNITY COVENANTS, CONDITIONS AND RESTRICTIONS  
PROPERTY LEASE  
Revision: January 18, 2020

1. INTENT

- a. The current Covenants, Conditions and Restrictions (CC&R) for Walnut Ridge does not address property rental or lease to a third party. "Third party" shall be defined as any person who is not an owner and who remits a fee under contract to lease any WRC property. Thus, this amendment to the CC&R is created to protect the WRC property values, maintain security of the property in the owner's absence and maintain compliance with the Covenants, Conditions and Restrictions (CC&R) which apply to all WRC property owners.

2. REQUIREMENT

- a. The Walnut Ridge Homeowners Association (WRHOA) Board of Directors (Board) shall approve no more than two (2) of the Walnut Ridge Community (WRC) properties that may be leased to a third party at any given time.
- b. Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.
- c. The individual lease duration shall be set at no more or no less than twelve (12) months. The owner may grant a maximum of two (2) lease extensions to the same tenant under an existing Board approval. Every year, the owner shall obtain Board approval for a lease extension under the current rules in force at the time of application. (See Section 3, PROCEDURE)
- d. Property owners may lease WRC properties in compliance with this CC&R and the Board's decision of approval on any WRC lease. Owners shall renew the Board approval with each new lease. Any owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said property is sold or conveyed to a third party.
- e. Any property owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said property, notify any potential buyer or person taking title that no more than a certain percentage of the WRC properties may be leased at any given time to a third party.

3. PROCEDURE

- a. The Board shall review WRC property owner applications for prospective property lease and shall make decisions of approval or disapproval based on compliance with the CC&R.
- b. Owners of any WRC property who intend to lease their property to a third party shall:
  - i. Complete and submit the WRHOA Property Lease Form (Form) to the Board for approval prior to execution of the lease by the owner. The Form shall be executed by the owner no less than 15 (fifteen) days before executing a lease.
  - ii. Submit a security deposit to the Board in an amount to be determined by the Board. The security deposit shall be debited should any tenant of the owner or the owner fail to abide by the provisions of this Declaration.
  - iii. Re-apply for the Board approval to correct deficiencies in earlier applications at any time.
- c. In the event an owner fails to execute the Form as required above, the WRHOA may:

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- i. Impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the CC&R and Greenville County, South Carolina, law.
- ii. Suspend an owner's ability to lease his property for a period of twelve (12) months. This rental restriction provision takes precedence over any inconsistent language in the Bylaws or Rules of the HOA.

## Vote to Amend WR Covenants to Include Lease Amendment - January 2020

<u>Last Name</u>	<u>First Names</u>	<u>Address</u>	<u>Yes</u>	<u>No</u>	<u>No Vote on Record</u>
Spears	Edward & Denise	200 Gentle Slopes Way	By Email X		
Kathalynas	George & Rita	201 Gentle Slopes Way	X		
Putnam	Jerry & Lynda	204 Gentle Slopes Way	By Email X		
Hufstetler	James & Galena	205 Gentle Slopes Way		By Email X	
Meng	Jiang	208 Gentle Slopes Way			No Email Address X
Castiglia	Anthony & Jeanne	209 Gentle Slopes Way	X		
King	Stanton	212 Gentle Slopes Way			No Email Address X
Owens	(Pamela) Joy	213 Gentle Slopes Way	X		
Eisenschmied	David & Cathie	216 Gentle Slopes Way	X		
Pierce	Bill & Susan	220 Gentle Slopes Way	X		
Davis	Dale & Barbara	300 Rabbit Run Trl	X		
Ciuros	Bill & Elvira Prestano	301 Rabbit Run Trl			Sent Email X
Bentley	Brad & Brenda	304 Rabbit Run Trl	X		
Ames	Curtis & Nora	305 Rabbit Run Trl	X		
Freire	Wilson & Marcia	308 Rabbit Run Trl			Sent Email X
Tomlanovich	Marion	309 Rabbit Run Trl	X		
Gagnon	Will/Jim and Marlene	312 Rabbit Run Trl	X		
Huston	Elena	313 Rabbit Run Trl			Sent Email X
Templeton	Holly	316 Rabbit Run Trl	By Email X		
Scoggins	Lawson & Linda	317 Rabbit Run Trl	X		
Brackin	Hyon	321 Rabbit Run Trl			Sent Email X
McGee	Lee & Stephanie	325 Rabbit Run Trl	X		
Burchill	Monte & Diane	326 Rabbit Run Trl	X		
Capra	Audrey & Nick	329 Rabbit Run Trl	By Email X		
Brown	Bob & Linda	330 Rabbit Run Trl	X		
Hopper	Bob & Donna	333 Rabbit Run Trl	By Email X		
Crowl	Chris & Lorain	336 Rabbit Run Trl	X		
Marshall	Rick (Wife Name)	337 Rabbit Run Trl	X		
Havens	Peter & Sherry	340 Rabbit Run Trl	X		
Williams	Steven	341 Rabbit Run Trl	X		
Smith	Randy & Judy	400 Sunset Farm Ln	By Email X		
Jones	Joe	401 Sunset Farm Ln	X		

Clachary	Kevin & Laura	404 Sunset Farm Ln			No Email Address X
Turner	Jim & Micki	405 Sunset Farm Ln	By Email X		
Harris	Deb	408 Sunset Farm Ln		X	
Graziano	Michael & Pauline	409 Sunset Farm Ln	X		
Hylek	Marion & Anna	500 Autumn Wilds Ct			Sent Email X
Levin	Gary & Barbara	501 Autumn Wilds Ct	X		
Knepfle	Deborah	504 Autumn Wilds Ct	X		
Bac	Jerry & Rose	505 Autumn Wilds Ct	X		
Mitchell	Claude & Susan	508 Autumn Wilds Ct	By Email X		
Garcia	Tony & Liliana	509 Autumn Wilds Ct	X		
Arabea	George & Ellen	512 Autumn Wilds Ct	X		
Kuzmicki	Lech & Lilian	513 Autumn Wilds Ct	X		
Totals					
			34	2	8

WALNUT RIDGE HOMEOWNER'S ASSOCIATION  
PROPERTY LEASE FORM  
Revision: January 18, 2020

**INTRODUCTION:**

This form shall be used to notify The Walnut Ridge Home Owners Association (WRHOA) of the intention to lease a property for use by a non-owner (tenant). The WRHOA will retain and update this form as necessary to insure property security in the owner's absence and to maintain compliance with the Walnut Ridge Covenants.

The WRHOA shall retain information as confidential: not releasable except under authorized law enforcement requirement. The WRHOA shall destroy new tenant and lease agreement information when:

- a) The WRHOA denies the application, or
- b) The owner provides the WRHOA a written statement of vacancy, regardless of lease duration or intention to immediately lease to a new tenant.

The HOA Board thanks you for your understanding and cooperation.

**INSTRUCTIONS:**

Step One

- ☐ No less than 15 days before the intended lease date, provide to the WRHOA the completed form AND a copy of the prospective lease agreement
- ☐ Provide to the tenant a printed copy of the current WRHOA Bylaws
- ☐ Provide to the prospective tenant a copy of the Walnut Ridge Covenants

Step Two

WRHOA shall review the prospective lease and respond within 15 elapsed days after completion with an approval or a denial and a statement of the Covenants compliance status of the intended lease.

Form completion date: \_\_\_\_\_

Form action date: \_\_\_\_\_

WRHOA Action (Committee Chair Initials):

Approval \_\_\_\_\_ Denial: \_\_\_\_\_

Compliance status: \_\_\_\_\_

Step Three

Upon WRHOA approval, the owner may execute the lease agreement and provide the following information to the WRHOA:

- ☐ Upon executing a lease, provide a copy of the signed lease agreement to the WRHOA
- ☐ Upon lessor vacancy, notify the WRHOA

WALNUT RIDGE HOMEOWNER'S ASSOCIATION  
PROPERTY LEASE FORM  
Revision: January 18, 2020

**INFORMATION:**

Property Information

Property Address: \_\_\_\_\_  
Occupation Date: \_\_\_\_\_  
Start Lease Date: \_\_\_\_\_  
End Lease Date: \_\_\_\_\_

Owner Information

Home Owner: \_\_\_\_\_  
Owner Telephone: \_\_\_\_\_  
Owner Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance Information

Insurance company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Tenant Information (Names, contact information, vehicles and pets)

How many people will occupy this home during lease? \_\_\_\_\_

Tenant Name(s) and Telephone Numbers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many pets will occupy this property during the lease? \_\_\_\_\_

Pet Types:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WALNUT RIDGE HOMEOWNER'S ASSOCIATION  
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How many vehicles will occupy this property during the lease? \_\_\_\_\_


Vehicle manufacturer, model, color and license State and number:

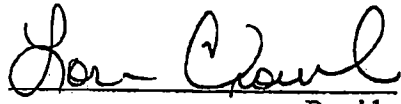
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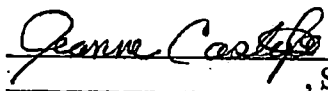
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IN WITNESS WHEREOF, the Walnut Ridge Homeowners Association, has caused these presents to be executed in its corporate name by its President and Secretary thereunto duly authorized on this 2<sup>nd</sup> day of February 2020.

  
Witness  
Robert P Brown

  
\_\_\_\_\_, President  
Lorain Crowl

  
Witness  
Robert P Brown

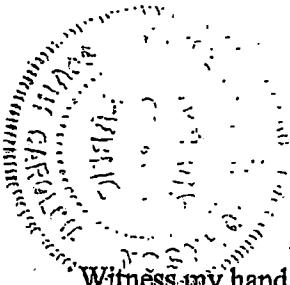
  
\_\_\_\_\_, Secretary  
Jeanne Castiglia

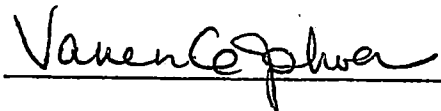
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE )

PROBATE


Personally, appeared before me the below-signed witness who says on oath that (s)he saw the within named Corporation, by it duly authorized President and Treasurer, sign, seal and deliver the within written Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements of Walnut Ridge, and that (s)he, with eh other witness, witnessed the execution thereof.



  
\_\_\_\_\_  
Warren C. Gephwa

Witness my hand and official seal this the

2<sup>nd</sup> day of February 2020.

  
\_\_\_\_\_  
Notary Public for South Carolina

My comm. exp.: 2/27/2024