AMEND/REST Book: DE 2597 Page: 1488 - 149

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E-FILED IN GREENVILLE COUNTY, SC

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STATE OF SOUTH CAROLINA)	AMENDMENT TO RESTRICTIVE
COUNTY OF GREENVILLE)	COVENANTS FOR BELHAVEN PARK
This Amendment of the Rest	rictive C	ovenants for Belhaven Parc Homeowners'
Association, Inc. (hereinafter "Amer	ıdment'')	is entered into and shall be effective as of the 22
day of <u>June</u> , 2020, by Be	lhaven P	ark (hereinafter "Association").

WITNESSETH

WHEREAS, the Restrictive Covenants for Belhaven Parc were recorded on August 10, 2016 in Book 2493 at Page 5485, in the Office of the Register of Deeds for Greenville County, South Carolina (collectively the "Restrictive Covenants") for certain property located in Greenville County, South Carolina described therein;

WHEREAS, the Restrictive Covenants provide for the amendment of said Covenants by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots; and

WHEREAS, the following modifications to the Declaration have been adopted by the Board and these modifications have been approved by not less than seventy-five (75%) percent of the votes eligible to be cast at the time.

NOW THEREFORE, the Restrictive Covenants for Belhaven Parc are hereby amended as follows:

Article VI, Section 1:

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Maintenance of Lot Plantings. The Association shall provide landscape maintenance upon each Lot and shall have an easement and right of access to go upon any Lot for the performance of repairs, replacements and maintenance that are the responsibility of the Association.

Owners may have the right to plant and maintain flowers in the front, rear, and side beds provided that such plantings and their maintenance by the Owner do not hinder or interfere with the Association in performing its maintenance and replacement of landscaping on the Lots as the Association is required to maintain. No such maintenance by an Owner shall reduce the assessments payable by such Owner to the Association. The Owner shall not plant any vegetation on a Lot without the prior written approval of the Architectural Control Committee except flowers in beds as described above.

Article VII, Section 1:

<u>Plan of Design Approval; Fines for Failure to File; Lien:</u> No improvements (including repairs, replacements, paint, siding, trim, doors, windows, fences or ornamentation of residences

and all other structures, outbuildings, yards and landscaping (hereinafter collectively referred to as "Design Details)) shall be undertaken upon any Lot, except by Declarant or, unless the plans and specification and a site plan showing the location of the proposed improvements on the Lot shall have been submitted to the Architectural Committee established in Section 2 of this Article, and expressly approved by the same, and by the Board of Directors, in writing. The terms of this Article VII shall also not apply to the initial construction of improvements on a Lot by Declarant. The plans should also indicate the location of all existing trees on the Lot in excess of six (6) inches in diameter, such measurement to be taken four and one-half (4-1/2) feet above grade. No subsequent alteration or modification of any existing improvements or construction, erection or installation of additional improvements may be undertaken or allowed to remain on any of the Lots without the review and express written approval of the Architectural Committee and the Board of Directors, subject to Section 5 below.

Failure to submit plans or commencing construction without the prior written approval of the Architectural Committee and the Board of Directors (as required herein) shall be grounds for the Board of Directors to levy a fine against such Owner. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

Article IX, Section 13:

Animals; Pets; Livestock. No animals, livestock, exotic pets, poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other small-in-door household pets (ex. Parakeets, fish, hamsters, gerbils) may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. "Reasonable number" shall mean no more than two pets at any given time may be outdoors and when outdoors must be secured by a leash or kept within an invisible fence or a physical fence. Any household pets must not constitute a nuisance or cause unsanitary conditions. All applicable local laws or regulations, including leash laws, shall be observed. No outdoor dog kennels will be permitted within the community. No dogs such as "pitbulls", that may be considered inherently dangerous, will be allowed. The owner shall immediately remove any pet waste.

Article IX, Section 16:

<u>Fences</u>. No fences shall be erected or begun on Lots 1 through 10. Fences may (i) only be constructed in the rear 1/3 of the lot; (ii) must run perpendicular from the house to the lot perimeter, then along the perimeter back to existing 8' wooden neighborhood fence; (iii) must utilize any existing yard fences to create the fence line, (iv) must be constructed to match all existing yard fences, and (v) must be 4' tall. An Owner must submit a written request to the Architectural Review Committee and obtain written approval from the Architectural Review Committee and the Board of Directors prior to construction of a fence.

Article IX, Section 25:

<u>Clotheslines and Garbage Cans</u>. Exterior clotheslines are not permitted on Lots. No garbage incinerators shall be permitted on any Lot.

Article IX, Section 30:

Grilling Pads. The owner must submit a written request to the Architectural Review Committee to add an additional concrete pad extending from the covered patio provided it extends no more than eight (8) feet to the rear of the property, and is the same width as the existing patio. This pad may be used for grilling purposes so that the grill can be out from under the covered patio. All requests must be approved by the Architectural Review Committee and the Board of Directors, in writing, prior to construction of the concrete pad.

Article IX, Section 34:

<u>Fencing</u>. This section shall be omitted in its entirety.

Article IX, Section 35:

<u>Flag Poles.</u> No flag poles shall be placed on any lot. One approved decorative flag per home may be displayed from a front porch column. Approved flags may not be larger than 3 x 5 feet, and must be an American flag, a South Carolina flag, or a flag with the official logo of a professional or college sports team. All other flags are prohibited.

Article IX, Section 36:

Fenced Gardens. This section shall be omitted in its entirety.

Article IX, Section 38:

<u>Planters</u>. Planters may be placed on the driveway, under carriage lights, sidewalks, porches, and patios. All readily visible planters may be reviewed and prohibited at the discretion of the Architectural Committee.

Article IX, Section 39:

<u>Dead Plants</u>. Dead plants anywhere in the yard, including pots, are prohibited.

	haven Park Homeowners' Association, Inc. has Covenants this 22 day of June, 202	20.
Signed, Sealed and Delivered In the Presence Of:	BELHAVEN PARC HOMEOWNERS ASSOCIATION, INC.	S'
Witness #1 Sign N Witness #2/Notary	By: Said wylor David wright (Print Name) HOA President (Title)	-
STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE)	ACKNOWLEDGEMENT	
named <u>boid</u> (URIGHT, Association, Inc., sign, seal and as his/her	ne undersigned and made oath that s(he) saw the variation as an officer/agent of Belhaven Parc Homeover act and deed, deliver the written instrument for that (s)he and the other witnesses witnessed the exe	wners' ne uses
Sworn to me this 22 day of June, 2020 Marsha Gaylo Surt Notary Public for South Carolina My Commission Expires: You. 26, 2	MARSHA GAYLE HUNT Notary Public South Carolina My Comm. Expires November 26, 2022	