



October 16, 2019 03:50:57 PM

Rec: \$25.00

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Conway

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

**AMENDMENT TO RESTRICTIVE
AND PROTECTIVE COVENANTS
RIVER OAKS SUBDIVISION, MAP I,
SECTION I**

THIS AMENDMENT TO THE RESTRICTIVE AND PROTECTIVE COVENANTS RIVER OAKS SUBDIVISION, MAP I, SECTION I (this "Amendment") is hereby executed on this the 16th day of October, 2019 by RIVER OAKS RECREATION ASSOCIATION, INC., a South Carolina Non-profit Corporation (the "Association").

WHEREAS, the RESTRICTIVE AND PROTECTIVE COVENANTS RIVER OAKS SUBDIVISION, MAP I, SECTION I was recorded on April 27, 1989 in Deed Book 1360, at Page 257 of the Greenville County Register of Deeds Office, as may have been supplemented and amended thereafter (hereafter collectively referred to as the "Declarations"); and

WHEREAS, pursuant to Article VII, Section 3 of the Declarations, the Declarations can be changed in whole or in part, by a “vote of the majority of the then owners of the lots;” and

WHEREAS, in compliance with Article VII, Section 3 of the Declarations, a majority of the owners of the numbered lots 1 through 49 on Map I, Section I, whose lots are subject to the Declarations, have voted to approve the following amendments to the Declarations.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association hereby declares that the Declarations are hereby amended as follows:

1. Article I (Uses Permitted and Prohibited) is hereby amended by adding the following:

8. Leasing. Leasing for purposes of this Section, is defined as regular, exclusive occupancy of residence on a lot by person(s) other than the owner which result in consideration or benefit flowing to the owner, including, but not limited to, a fee, a service or services, gratuity, emolument, or some other benefit. For purposes hereof, occupancy by a roommate of an owner shall not constitute leasing. Leasing of lots shall be governed by the following provisions:

- (1) **Generally.** Lots may not be leased without prior written approval from the Board of Directors of the River Oaks Recreation Association, Inc. Lots shall not be leased during the first year after an owner takes title to such lot unless such restriction causes undue hardship to the affected owner. In such cases, the owner shall apply to the Board of Directors for a waiver of this restriction, which may be granted or disapproved in the sole discretion of the Board of Directors. Lots may be leased only in their entirety; no fraction or

portion of the lot may be leased without prior written approval of the Board of Directors. All leases must be for an initial term of not less than one (1) year, except with written approval of the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. There shall be no subleasing of lots or assignment of leases without prior written approval of the Board of Directors. The Board of Directors shall have the power to make and enforce reasonable rules and regulations and to levy penalties in order to enforce the provisions of this Section 8.

- (2) Form. All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. Within ten (10) days after executing a lease agreement for the lease of a lot, the owner shall provide the Board of Directors with a copy of the lease and the name of the lessee and all other people occupying the lot. Nothing herein shall be construed as giving the Association the right to approve or disapprove a lessee, occupant and/or guest; the approval or disapproval by the Board of Directors shall be limited to the form of the proposed lease agreement only.
- (3) Compliance with Governing Documents. The owner must provide the lessee copies of these Declarations, the Bylaws of River Oaks Recreation Association, Inc., and any Rules and Regulations or Common Property Guidelines adopted pursuant thereto (the "Governing Documents"). Each owner and each lessee, by occupancy of a lot, agrees that any lease for a lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant binding the lot:
 - a. Compliance with the Declarations, the Bylaws, and any Rules and Regulations or Common Property Guidelines. The lessee shall comply with the Declarations, the Bylaws of River Oaks Recreation Association, Inc., and any Rules and Regulations or Common Property Guidelines adopted pursuant thereto (the "Governing Documents") and shall control the conduct of all other occupants and guests of the leased lot in order to ensure such compliance. The owner shall cause all occupants of his or her lot to comply with the Governing Documents, and shall be responsible for all violations by such occupants and/or guests, notwithstanding the fact that such occupants and/or guests of the lot may be sanctioned for any such violations. If the lessee, an occupant or guests, violates any of the Governing Documents for which a penalty may be imposed, notice of the violation shall be given to the owner, and any penalties will be assessed against the owner in

accordance with the Governing Documents. Unpaid penalties shall constitute an assessment and be a lien against the lot.

b. Default and Remedies. Any violation of the Governing Documents by the lessee, an occupant and/or guest, is deemed to be a default under the terms of this lease and authorizes the owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law.

c. Assignment of Common Area Use. The owner temporarily assigns their right to use the Common Areas (as defined in Article 2 of the Bylaws of River Oaks Recreation Association, Inc.), including use of the facilities, to lessee for the term of this lease. Such assignment shall be for the sole purpose of use of the Common Areas.

(4) Applicability of this Section 8. This Section 8 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a lot who becomes the owner of a lot through foreclosure or deed in lieu of foreclosure.

(5) Penalties. If an owner, lessee, occupant, and or guest should violate any provision of this Section 8, the Board of Directors may assess a penalty against the owner for each violation, up to a maximum amount of \$5,000.00 per occurrence. Any penalty assessed for violation hereof shall become part of the annual assessments described in these Declarations and may be collected by any means permitted for the collection of annual assessments, including suspension of voting rights and the facility use rights. Like annual assessments, such penalties shall bear the legal rate of interest during any period such penalty remains unpaid, and shall be subject to the right of the Association to sue for payment, together with interest, costs and attorney's fees.

(6) Notice of Action. Any person against whom action is taken for noncompliance with this Section 8 shall be given at least fifteen (15) days advance notice of the proposed action and shall be provided an opportunity to be heard at a Special Meeting of the Board of Directors.

9. On Street Parking. No overnight parking on the streets or roadways within the subdivision is permitted. Under special circumstances, the Board of Directors, by and through the property management company, may give prior authorization for limited overnight parking. If permission is not obtained and an owner, lessee, occupant, or guest violates this provision, the Board of Directors may assess a penalty against the responsible owner and lessee for each violation, up to a maximum amount of \$100.00 per

occurrence. A violation occurrence is triggered by witness of the property manager or a written complaint made by an owner, which must be accompanied by the date(s) and time(s) of the violation(s), the responsible owner or lessee's information or address, and a late evening and early morning photograph of the vehicle in violation of this provision which shows the license plate and location. Any penalty assessed for violation of this Section 9 shall become part of the annual assessments described in these Declarations and may be collected by any means permitted for the collection of annual assessments, including suspension of voting rights and the rights to use the Common Areas. Like annual assessments, such penalties shall bear the legal rate of interest during any period such penalty remains unpaid, and shall be subject to the right of River Oaks Recreation Association, Inc. to sue for payment, together with interest, costs and attorney's fees.

10. Intersection Parking. No parking within 25' of an intersection within the subdivision is permitted. If an owner, lessee, occupant, or guest violates this provision, the Board of Directors may assess a penalty against the responsible owner and lessee for each violation, up to a maximum amount of \$100.00 per occurrence. A violation occurrence is triggered by witness of the property manager or a written complaint made by an owner, which must be accompanied by the date(s) and time(s) of the violation(s), the responsible owner or lessee's information or address, and a photograph of the vehicle in violation of this provision which shows the license plate and location. Any penalty assessed for violation of this Section 10 shall become part of the annual assessments described in these Declarations and may be collected by any means permitted for the collection of annual assessments, including suspension of voting rights and the rights to use the Common Areas. Like annual assessments, such penalties shall bear the legal rate of interest during any period such penalty remains unpaid, and shall be subject to the right of River Oaks Recreation Association, Inc. to sue for payment, together with interest, costs and attorney's fees.

11. Use of Motorized Vehicles or Equipment on Common Areas. No motorized vehicles or equipment of any nature is permitted to be operated or parked in or on the Common Areas (as defined in Article 2 of the Bylaws of River Oaks Recreation Association, Inc.), without prior written consent of the Board of Directors, by and through the property management company. If an owner, lessee, occupant, or guest violates this provision, the Board of Directors may assess a penalty against the responsible owner and lessee for each violation, up to a maximum amount of \$100.00 per occurrence. A violation occurrence is triggered by witness of the property manager or a written complaint made by an owner, which must be accompanied by the date(s) and time(s) of the violation(s), the responsible owner or lessee's information or address, and/or a photograph of the vehicle or equipment being used or being parked in violation of this provision and its location. Any

penalty assessed for violation of this Section 11 shall become part of the annual assessments described in these Declarations and may be collected by any means permitted for the collection of annual assessments, including suspension of voting rights and the rights to use the Common Areas. Like annual assessments, such penalties shall bear the legal rate of interest during any period such penalty remains unpaid, and shall be subject to the right of River Oaks Recreation Association, Inc. to sue for payment, together with interest, costs and attorney's fees.

2. The third sentence of Section 3, Article VI (Recreational Facilities, Common Grounds and Maintenance Charges) is hereby deleted in its entirety and replaced with the following:

Said assessment shall be due and payable to the corporation on March 1st of each year for the fiscal year (as defined in the Bylaws of River Oaks Recreation Association, Inc.).

All other terms, conditions, and provisions of the Declarations shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Declarations and/or the Bylaws of River Oaks Recreation Association, Inc.

If any term or condition of this Amendment conflicts with the terms or conditions of the Declarations, the terms and conditions of this Amendment shall control. Otherwise, all other provisions, terms, and conditions of the Declarations remain in full force and effect.

IN WITNESS WHEREOF, the Association by and through its duly authorized officers have caused this Amendment to be executed on the signatures date(s) below and in doing so, do hereby certify that this Amendment was duly adopted in accordance with the requirements of Article VII, Section 3 of the Declarations set forth above.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

RIVER OAKS RECREATION ASSOCIATION,
INC.

Shelly Vinson
(witness #1)
Gloria Sealey
(witness #2)

By: Johannes C. Lukker (L.S.)
Print Name: JOHANNES C. LUKKER
Its: President

By: Edwin G. Jordan (L.S.)
Print Name: Edwin G. Jordan
Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, Lesa Vermillion, a Notary Public for the State of South Carolina,
do hereby certify that Johannes C. Lukker and Edwin G. Jordan duly
authorized officers of River Oaks Recreation Association, Inc., personally appeared before me this
day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 16th day of October, 2019.

Lesa Vermillion
Notary Public for South Carolina
My Commission Expires: My Commission Expires
March 31, 2021

