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EMILIE G. RICHARDSON
CLERK OF COURT
Sub. 78088-371

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AMENDMENT TO
DECLARATION OF

CONDITIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS
FOR GREEN SPRINGS ENTERPRISES, INC.
SINGLE FAMILY RESIDENTIAL SUBDIVISION
ALSO KNOWN AS ISLAND GREEN SUBDIVISION

WHEREAS, Green Springs Enterprises, Inc., is a South Carolina Corporation which owns numerous lots in a subdivision located in Socastee Township, Horry County, South Carolina; and

WHEREAS, Green Springs Enterprises, Inc. wishes to amend the conditions, reservations, covenants and restrictions for the subdivision entitled Island Green so that any purchaser of a lot in said subdivision would be able to apply for a loan insured by the Federal Housing Authority or the Veteran's Administration; and

WHEREAS, all persons who have previously purchased lots in Island Green Subdivision have consented to the below delineated amendments.

KNOW ALL MEN BY THESE PRESENTS, that Green Springs Enterprises, Inc., a South Carolina Corporation (herein called "Developer"), being at one time the owner of all of the following described premises situate within Horry County and being more particularly described as:

ALL AND SINGULAR those certain places, parcels or lots of land situate, lying and being in Socastee Township, Horry County, South Carolina, and being more particularly shown and designated as Lots 1 through 99 as more particularly shown depicted on a plat of Island Green, as prepared by Moore, Gardner & Associates, Inc., reference to which is craved and sought as forming a part and parcel of the property description herein and upon which the following restrictive covenants are imposed, said plat having been filed for record in the office of the Clerk of Court for Horry County, South Carolina, in Real Estate Plat Book 69 at page 173.

Green Springs Enterprises, Inc., with the consent of all owners of lots in the above described subdivision, hereby amends the covenants, conditions, reservations and restrictions set out in

Deed Book 691 at page 21 in the office of the Clerk of Court for Horry County, South Carolina, and does hereby establish the within covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold or conveyed by the present owner of any lot. All of these covenants, conditions, reservations and restrictions are for the benefit of each owner of land in the above mentioned development or subdivision, or any parcel of such subdivision, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots all of which are to be construed as restrictive covenants running with the title to such lots with each and every parcel thereof, to wit:

1. All lots shall be used for residential purposes exclusively and no structure shall be erected, altered, placed, or permitted to remain on any lot other than as follows: One (1) detached single family dwelling of not less than twelve hundred (1200) square feet of heated floor space exclusive of porches, decks, and garages. Said dwelling shall not exceed two (2) stories in height above ground level. Neither the dwelling nor the garage shall be utilized for any activity normally conducted as a business. The garage may not be constructed prior to construction of the main dwelling and shall conform substantially with the style and exterior finish of the main dwelling. No building shall be located closer than thirty-five (35) feet to the front street line, not closer than six (6) feet to the side property line, not closer than twenty-five (25) feet to the rear property line, and in case of corner lots, not closer than fifteen (15) feet to any side street. However, nothing herein shall prevent the combination of two or more lots for a single building site.

2. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being

clearly understood that these later temporary shelters may not at any time be used as a residence or permitted to remain on the lot after completion of construction.

3. Once construction of improvements is started on any lot, the improvements must be substantially completed within six (6) months from commencement.

4. All structures constructed and placed on any lot shall be built of substantially new material and no used structure shall be relocated or placed upon any lot.

5. No animals or livestock of any description, except the usual household pets, shall be kept on any lot. No pets shall be allowed which shall produce any noise or odor objectionable to any other property owner.

6. No abandoned, partially wrecked, or junk motor vehicle, or any part thereof, shall be permitted to be parked or kept on any street or lot.

7. Should any dwelling or outbuilding be destroyed in whole or in part by fire, windstorm or any other cause or act of God, all debris must be removed and the lot restored to a slightly natural condition with reasonable promptness, provided however, that in no event shall such debris remain longer than ninety (90) days.

8. No trash, ashes, garbage or other refuse shall be dumped, stored, accumulated or permitted to remain on any lot.

9. There shall be no access to any lot on the perimeter of the subdivision except from designated roads within the subdivision.
Item 10 or the above referenced declaration si amende to read as typed in at end of document.

10. No tractor, trailer, boat, motor home, travel trailer, or other vehicle except an automobile or pickup truck used for principal transportation by the owner or someone within his immediate family may be stored for longer than one (1) week on any lot, unless the same is within a garage.

11. (a) The following materials may be used for the exterior siding of residences in the subdivision: Stucco, cedar, fir, pine, redwood, spruce, brick, stone, slate, or weathered wood.

(b) The following materials may not be used for exterior siding of residences in the subdivision: Plastic, aluminum, tin, metal of any kind, white brick, bright red brick, cinder or concrete block, unless stuccoed, pre-cast or poured concrete, asbestos, miami stone, or any bright colors in contrast to the natural environment.

(c) The following materials may be used for the roofs of residences in the subdivision: Wood, asphalt, copper, slate, quarry tiles or composition.

(d) The following materials may not be used for the roofs of residences in the subdivision: Aluminum, tin or plastic.

(e) All foundations of residences in the subdivision shall be of masonry construction only. This restriction may be released in whole or in part by the Developer, its successors or assigns, in cases where the contour of the lot would work a hardship upon the lot owner.

12. It shall be the responsibility of each lot owner to prevent the development of any unsightly, dilapidated, or unkept conditions of buildings or grounds on any lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device of any sort the existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

14. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, and each Grantee also agrees to complete the underground secondary electrical service to their respective residences, from the point of underground service provided by the Developer.

15. No sign boards of any description shall be displayed

upon or above any lot with the exception of signs "For Sale" or "For Rent" and those shall be of durable construction professional in appearance and approximately in 20" x 30" in size. The lot owner shall be limited to one (1) sign per lot. Signs shall be placed on lots in a position ten (10) feet from the front property line.

16. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from the premises.

17. Each lot owner shall provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Developer or a roll-out garbage rack which shall be visible from the street on garbage pick-up day only. No garbage or trash incinerator shall be permitted upon the premises.

18. The Developer reserves unto itself, its successors and assigns an easement and right of ingress and egress over, upon, across and under each lot in said subdivision for the erection, installation and maintenance of electrical equipment, telephone equipment, gas, sewer and water lines, and other public utilities and for the erection of privately owned cable television equipment. The Developer shall retain this easement and right of ingress and egress only until such time as these utilities are installed. Thereafter, this easement and right of ingress and egress shall be granted to each utility company, whether private or public, that provides service to the lot owners and said utility company shall have the right to maintain all of the equipment necessary for its proper function. At the time that the Developer grants this right of ingress and egress and easement to each utility company servicing the subdivision, the Developer shall specifically set out in the said deed to each utility company the exact location and width of the easement. Each lot owner shall be notified of the specific location and width of the easement. This easement and right of ingress and egress shall

include the right to cut any trees, bushes or shrubbery, making gradings of soil, or to take any other similar action reasonably necessary to provide said utilities to the subdivision. The Developer agrees to disclose to any potential purchaser of a lot in said subdivision prior to the sale that this easement and right of ingress and egress exists. The rights designated in this paragraph may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

19. The Developer reserves unto itself an easement and right of ingress and egress over, upon, across and under each lot in said subdivision for the erection, installation, and maintenance of a drainage system to control the runoff of surface water. At the time when the roads in the subdivision are dedicated to Horry County, the Developer shall assign to the County its rights under this easement and right of ingress and egress insofar as they pertain to the maintenance of that portion of the drainage system which abuts any road in the subdivision. In no event shall the easement and right of ingress and egress granted to Horry County exceed fifteen (15) feet from the property line. The Developer shall retain its rights under this easement and right of ingress and egress insofar as it is necessary for the Developer to maintain that portion of the drainage system that does not abut any road in the subdivision. The Developer agrees to disclose to any potential purchaser of a lot in said subdivision prior to the sale that this easement and right of ingress and egress exists.

20. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only and said well, if any portion of it is above the ground, shall be covered and screened by either natural or planted shrubbery and vegetation or by fencing material which conforms to the restrictions on exterior siding for residences previously imposed.

21. No fuel tanks or similar storage receptacles may be exposed to view.

22. Septic tanks may be permitted in the subdivision, so long as said septic tanks are approved by the Horry County

Health Department or any agency or governmental entity having jurisdiction over septic tanks and their permits; however, each and every lot owner and purchaser in the subdivision shall be obligated to tap on to a central water and sewer system, when available.

23. Any landowner shall be required to install a concrete tile under the driveways with a minimum diameter of fifteen (15") inches prior to the commencement of construction of said house on said landowner's lot. The landowner shall also insure that the drainage ditch at the front of said lot is kept in good repair and free of debris during the period of construction and shall further insure that said ditch is properly graded and seeded after said house is completed to prevent erosion.

24. No external clotheslines will be permitted in the subdivision.

25. The grantee(s) of any lot in the subdivision, by delivery and recording of any deed or other instrument conveying title to such lot or by inheritance or devise of such lot, or by the execution of any contract for the purchase of such lot, whether from the Developer or from any present or subsequent owner of such lot, shall thereby accept such deed, conveyance, inheritance, devise or contract upon and subject to each and all of the restrictive covenants and easements herein contained, and by such acceptance shall consent and agree to keep, observe, comply with and perform all of the agreements and restrictions herein contained.

26. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity of enforceability of any other restrictions and said holding shall not affect the fact that all other restrictions have the quality of running with the land.

27. These restrictive covenants shall run with the land

and shall be binding upon all owners of lots in the subdivision and all persons claiming through them until December 31, 2000. Said restrictive covenants shall be automatically extended thereafter for successive periods of ten (10) years each unless by a vote of the majority of owners of lots in said subdivision at the time of such vote (which vote shall be held within one (1) month prior to the automatic renewal time) it is agreed to change said covenants in whole or in part.

28. The provisions contained herein may be amended at any time by written vote of the majority of the owners of lots in the subdivision and such amendmenc shall be duly filed of record in the office of the Clerk of Court for Horry County, South Carolina; provided, however, that the Developer shall have one vote for each lot which it owns in the subdivision.

29. No building, fence, sidewalk, wall, drive, or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Developer, its successors and assigns. The approval or disapproval by the Developer shall be given to the lot owner within thirty (30) days from the date that the plans and specifications are given to the Developer. Refusal or approval of plans, locations or specifications may be based by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No alterations may be made in such plans after approval by the Developer is given except by and with the written consent of the Developer. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Developer. Approval or disapproval of the Developer for alterations in any plans after approval has been given or alterations in any exterior appearance of the building after approval has been given shall occur within thirty (30) days from the date that said plans or specifications for said alterations are given to the Developer.

One copy of all plans, specifications and related data shall be furnished to the Developer for its records. In order to assure that the houses will be located with regard to the topography of each individual lot, Developer herein reserves unto itself, its successors and assigns, the right to control absolutely and solely decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot; provided, however, such location shall be determined only after reasonable opportunity is afforded to the lot owner to recommend a specific site. Within thirty (30) days after the lot owner has recommended a specific site, the Developer shall instruct the lot owner whether the owner's choice as to site has been approved or disapproved.

30. Easements to permit the doing of every act necessary and proper in the playing of golf on the golf course adjacent to the lots which are subject to this restrictions are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from such lots, the flight of golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activities associated with the game of golf. The Developer shall have the right to determine the manner and extent to which the rights under this easement shall be exercised, and in the event that some other person, corporation, or other entity shall hereafter operate said golf course, then the Developer shall have the right to prescribe in writing to such person, corporation, or entity charged with the operation of said golf course or clubhouse facility the manner and extent to which the rights under this easement shall be exercised. In addition the Developer may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and it may limit the manner or place of doing all or certain of the acts authorized by this easement.

WITNESS the execution hereof on this the 5th day of February, 1983.

Signed, Sealed and Delivered
in the Presence of:

GREEN SPRINGS ENTERPRISES, INC.

Craig F. Cutter
Karen M. Gardner

By: James O. Whelan, Jr. (L. S.)
As President

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

PROBATE

PERSONALLY appeared before me CRAIG F. CUTLER
and made oath that he saw the within named Green Springs
Enterprises, Inc., by James O. Whelan, Jr., its President, sign,
seal, and as the corporate act and deed, deliver the within
written Amendment to Declaration of Conditions, Reservations,
Covenants and Restrictions for Green Springs Enterprises, Inc.,
Single Family Residential Subdivision; and that he with
KAREN M. GARDNER witnessed the execution thereof.

Craig F. Cutter

Sworn to before me this

5th day of February, 1983.

James W. Raper (L. S.)
Notary Public for South Carolina

My Commission Expires: 1-26-87

#10 - No tractor, trailer, boat, motor home, commercial vehicle or
other vehicle of any sort, except automobiles or pickup trucks used for
principal transportation by the owner may be stored for longer than
one week on any Lot, unless the same be sotred within a garage.
Boats must be parked in a garage or behind a fence not viewable
from any street or neighbor's yard. All fences must be approved by
the architctyural review board of the Green Spings Property
Owner's Association, Inc.