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See Amendment

RECORDED

DEEDS 1-K PG 087

1991 JAN 31 PM 3:50

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

RMC  
SPARTANBURG, S.C.

PROTECTIVE COVENANT  
HEARTHSTONE MEADOWS

TO  
Brian  
Jolley  
from:  
Gretchen  
McGuire

WHEREAS, Walter R. Pettiss is owner and Developer of a certain tract of land in the County of Spartanburg, South Carolina and is shown on a plat entitled "Hearthstone Meadows" dated 12-20-90, prepared by JOHN ROBERT JENNINGS, RLS and recorded in Plat Book 112 at page 174, RMC Office for Spartanburg County, South Carolina;

Hinson  
mgt

WHEREAS, Walter R. Pettiss is desirous of creating and putting into effect for mutual protection of himself and subsequent purchasers of any lots in said development, the restrictive covenants and protective conditions hereinafter created:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the property shown on the said plat, being shown and designated as "Hearthstone Meadows", are hereby encumbered with the following conditions and restrictions which shall be construed as covenants running with the land and binding upon Walter R. Pettiss, his successors, heirs and assigns, and upon any purchaser or purchasers of said property, their successors, heirs and assigns.

1. These covenants are to run with the land and shall be binding upon all parties and all persons having any interest in or claim to said land, or any part thereof, until January 1, 1999, and shall thereafter be automatically extended for successive periods of ten (10) years each, unless by a duly executed and recorded statement of the owners of fifty (50%) per cent or more of the lots affected elect to terminate or amend the restrictions in whole or in part, or unless sooner amended by the written agreement of the aforesaid Developer, which right to amend is hereby expressly reserved and retained.

2. No lot shall be used except for single family residential purposes, with only one such residence being erected, placed or permitted to remain on any lot, nor shall any metal utility building or similar structure be allowed. Neither shall duplexes nor multi-family structures be erected on any lot.

3. No building shall be located nearer the front of any lot than the building line shown on the plat referred to above and, in the event no such building line is shown, no building shall be located nearer the front of any lot than twenty (20) feet. The Developer expressly reserves

the right to select the precise site location of each house or other structure on each lot and to arrange same in such a manner and for such reasons as the Developer shall make such determination so as to insure that the development of the lots subject to these restrictions is undertaken in a manner which would be beneficial to the entire development. Furthermore, the Developer expressly reserves the right to require a greater building (set back) line than that above referenced in any particular situation so long as the exact minimum building (set back) line is set forth in the deed conveying title in and to such property to that particular owner. No building or any part thereof, structure, outbuilding or appurtenances of any nature shall be located on any lot nearer than ten (10) feet to any interior lot line, subject to the following additional provisions:

(a) Any unintentional deviation from the building line requirements set forth herein, not in excess of ten (10%) per cent thereof, shall not be construed as a violation.

(b) By or with the written consent of the Developer, one or more lots, or parts thereof, may be subdivided or combined to form one single building lot, and in such event the building line requirements prescribed shall apply to such lot as resubdivided or combined.

(c) For the purpose of determining compliance or noncompliance with the foregoing building line and interior lot line requirements, porches, terraces, eaves, wing-walls and steps extended beyond the outside wall of a structure shall not be considered as a part of the structure. However, this provision shall not be construed to authorize or permit encroachment upon any easements or right-of-way or property of adjacent owners.

4. No dwelling shall be erected on any lot having less than One Thousand Four Hundred (1400 sq. ft.) heated square feet of floor space and a double garage or carport. Floor space required by this item shall not include basements, porches, verandas, breezeways or garages. Furthermore, all floor space called for herein shall be finished.

5. The owner and subsequent purchasers may sell and convey a portion of any lot to the owner of an adjoining lot in this 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 that shown on a plat referred to herein. No part of said property shall be used as a road way or easement to serve other property outside of the subdivision

Without the prior written consent of the developer.

6. No concrete block shall be used in the construction of any building unless the exterior walls are faced with brick or some other material. No asbestos siding shall be used to cover any exterior wall.

7. No trailer, mobile home, basement, shack, garage, barn or other out-building erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any other residence of a temporary nature be permitted.

8. No trade or business activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Furthermore, no lot shall be used for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any lot to appear in an unclean or untidy condition that will be obnoxious to the eye or that emits foul or obnoxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. In the event that an owner of any lot fails or refuses to keep such property free from any such unsightly items, weeds or underbrush, five days after posting notice thereon or mailing a notice to the owner at his property address requesting that the owner to comply with the requirements of this paragraph, the developer or his agent may enter and remove all such unsightly items or growth at the owner's expense. Owners, by acquiring property subject to these restrictions, agree to pay such cost promptly upon demand by the Developer. No such entry as provided for herein shall be deemed a trespass. None of the foregoing shall be construed to prohibit temporary deposits of trash, rubbish and other debris for pickup by garbage and trash removal service units.

9. No fence or other obstruction shall be erected nearer the street than the front corner of the residences erected on the property.

10. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole purpose and use of the occupants, not for any commercial use or purposes. No more than two dogs may be kept or maintained on any lot.

11. No tractor trailer type truck or school buses may be parked over night on any street or lot in this subdivision.

12. All drives are required to be paved with either asphalt or concrete. Concrete sidewalks are required and yards are to be seeded and landscaped with adequate shrubbery in front of the home.

13. The aforesaid Developer, reserves unto himself, his successors and assigns, ten (10) feet easements over the front, rear, and side lot lines of all lots shown on the aforesaid subdivision survey and over all rights-of-ways shown on the aforesaid subdivision survey, in order to construct, erect, lay and maintain power lines, telephone lines, water lines, gas lines, sewer lines, telecable line, etc. as may be necessary as determined by the Developer and his successors and assigns. It is further understood and agreed that the said Developer may extend the existing street to adjoining property whether owned by it or not.

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

15. No signboard shall be placed or displayed on any subdivision lot 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 the Developer shall have the right to use additional signs for the development of the property.

16. The Developer reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to a particular lot without the necessity of requiring the consent or approval of any other property owner within the subdivision or other interested parties.

17. It is understood by the property owners in this subdivision that a Homeowners Association has or will be formed and the purchasers of these lots shall be bound by the rules and regulations formulated by said Homeowners Association and shall be responsible for their pro-rata share of the cost of maintaining outdoor lighting, common areas, and landscaping on common areas.

18. All mail boxes placed on the premises shall conform to the standards determined by the Developer.

19. If any parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate

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any such covenants or restrictions and either prevent him or them from doing so or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 30 day of JANUARY, 1991.

IN WITNESS WHEREOF:

Laura L. Turner  
Daniel R. Hinson

BY: Walter R. Pettiss  
Walter R. Pettiss, Developer

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

PROBATE

Personally appeared the undersigned witness and made oath that he saw the within named sign, seal and as his act and deed deliver the within Restrictive Covenants.

Daniel R. Hinson

SWORN to before me this 30 day of January, 1991.

Halley L. Perry (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 5-31-99

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

PROBATE

PERSONALLY appeared before me the witness above named and made oath that he/she saw the within named Walter R. Pettiss, Developer, sign, seal and as his act and deed, deliver the within written Restrictive Covenant Hearthstone Meadows and that he/she with the other witness above named witnessed the execution thereof.

Daniel R. Hinson

SWORN to and subscribed before me this 30th day of January, 1991.

Dana W. Wabke  
Notary Public for South Carolina

My Commission Expires: 4-11-95

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

}  
 } - AMENDMENT TO PROTECTIVE COVENANTS  
 } OF HEARTHSTONE MEADOWS

WHEREAS, Walter R. Pettiss developed Hearthstone Meadows as shown on a plat prepared by John Robert Jennings, RLS, dated June 20, 1990, and recorded in Plat Book 112 at page 174, and on a plat prepared by John Robert Jennings, RLS, dated April 28, 1992, and recorded in Plat Book 116 at page 410, RMC Office for Spartanburg County, South Carolina;

WHEREAS, Walter R. Pettiss restricted the property described in the aforesaid plats by preparing and recording a Restrictive Covenants as shown in Deed Book 57-K at page 87, RMC Office for Spartanburg County, South Carolina;

WHEREAS, it is the desire of Walter R. Pettiss to amend Paragraph 2 of the aforesaid Protective Covenants so that it will henceforth read as follows:

Paragraph 2 - No lot shall be used except for single family residential purposes, with only one such residence being erected, placed or permitted to remain on any lot, nor shall any metal utility building be allowed. However, utility buildings will be permitted on lots of the aforesaid property so long as said utility building are located behind the single family residence constructed on the lot. Neither shall duplexes nor multi-family structures be erected on any lot.

RECORDED  
 1993 JUN 11 AM 10:45  
 RMC  
 SPARTANBURG, S.C.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 10th day of June, 1993.

Walter R. Pettiss by  
 WALTER R. PETTISS, Developer  
 Daniel R. Pettiss, atty in fact  
 1 as recorded in Deed Book 58-6  
 at page 587 RMC Office  
 for Spartanburg County, S.C.



HEARTHSTONE MEADOWS HOMEOWNERS ASSOCIATION  
BI-LAWS

A. OFFICIERS

The Hearthstone Meadows Homeowners Association Board of Directors shall consist of the following officers: past-president, president, secretary, and treasurer. Officers shall hold their office for a one-year period, running April 1<sup>st</sup> to March 31<sup>st</sup>. Officers shall be elected at a homeowners association meeting by a majority vote of those present. Or in writing if a resident is unable to attend this meeting. Ballots will be available to residents prior to this meeting.

B. ANNUAL MEETINGS

A minimum of three meetings a year shall be held.

C. DUES

Annual dues shall be \$100 a year, required by all homeowners. Dues can only be changed by a 50% majority vote of all homeowners. Dues shall be collected on April 1<sup>st</sup> of each year.

D. VIOLATIONS

Any homeowner who does not pay their annual dues within 60 days of notification shall receive two past due letters; one giving 30 more days, the last giving 14 days. If payment is still not received by the homeowner's proceedings shall begin to place a lien on the homeowner's property.

Any homeowner who breaks a covenant set forth by the developer shall be given written notification to correct the problem within 60 days of receiving notification or proceedings will begin to take the homeowner to small claims court.

E. EXPENDATURES

The Hearthstone Meadows Homeowners Association Board of Directors will submit an annual budget to the homeowners for their approval. This budget will be approved with a 30% approval by homeowners. If there is a need for emergency monies (over \$500) that is not budgeted for during the year, all homeowners will be notified.

Hearthstone Meadows Homeowners Association bi-laws were adopted on this date \_\_\_\_\_, 1999 by the homeowners of Hearthstone Meadows.

\_\_\_\_\_  
Paula Zwick-Perdue  
President

\_\_\_\_\_  
Rocky Mankins  
Treasurer

\_\_\_\_\_  
Gail Wolfe  
Secretary

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STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG ) R.M.C. )  
SPARTANBURG, S.C. ) AMENDMENTS TO PROTECTIVE  
COVENANTS OF  
HEARTHSTONE MEADOWS

WHEREAS, Walter R. Pettiss developed Hearthstone Meadows as shown on a plat prepared by John Robert Jennings, RLS, dated June 20, 1990, and recorded in Plat Book 112 at page 174, and on a plat prepared by John Robert Jennings, RLS, dated April 28, 1992, and recorded in Plat Book 116 at page 410, RMC Office for Spartanburg County, South Carolina;

WHEREAS, Walter R. Pettiss restricted the property described in the aforesaid plats by preparing and recording and amending a Restrictive Covenants as shown in Deed Book 57-K at page 87, RMC Office of Spartanburg County, South Carolina;

WHEREAS, it is the desire of 50 percent or more of the lot owners of Hearthstone Meadows to amend Paragraphs 2 and 18 of the aforesaid protective covenants so that it will henceforth read as follows:

**Paragraph 18:** All mailboxes placed on the premises shall be placed upon a wooden post of 4 inches by 4 inches construction, approximately 4 to 5 feet in height. The mailbox, itself, may be of metal or plastic construction, of normal letter size, identified with gold letter numbers upon blue plaques placed upon each side of the mailbox. Both mailbox and supporting posts shall be white. No above ground swimming pools shall be permitted on any lot or in any common areas of the subdivision. No satellite receiving dishes shall be erected nearer the street than the rear corner of the residence erected on any lot.

**Paragraph 2:** No lot shall be used except for single family residential purposes, with only one such residence being erected, placed or permitted to remain on any lot. Neither shall duplexes or multi-family structures be erected on any lot. One utility building per lot may be erected or placed. The utility building must be unattached from the residential structure. The utility building must be only one single story and not be in excess of 12 X 16 feet. The utility building will not be constructed of metal or concrete block but shall be constructed of wood or brick, whichever of the two matches the construction of the residential house upon that lot. Whether painted or of vinyl siding, the exterior walls shall match the color of the exterior walls of the residential house upon that lot. The roof of the utility building shall be constructed of the type and color shingles matching that of the residential house upon that lot. Shutters on the utility building are allowed but not required. If shutters are placed on the utility building, the color of the shutters must match that of the residential house shutters upon that lot. Item 3 of these protective covenants provides requirements upon location of erected structures. However, a utility building cannot be erected or placed in front of or beside the residential house and cannot be within 10 feet of the rear of the residential house upon that lot. The utility building must be completed or finished within 120 days from the beginning of construction. Any attached or unattached building addition onto the main resident, whether to serve as a dwelling structure or garage, shall conform to all



applicable State, County, and Local laws and ordinances and the lot owner shall obtain all necessary building permits and approvals for construction. Any attached or unattached building addition onto the main residence shall conform to the same basic types of construction and materials used in the main house itself. Exterior walls, roof and base shall conform to the main house in both types and colors of materials used, including siding, brick and shingles.

IN WITNESS WHEREOF, the undersigned officers of the duly organized Hearthstone Meadows Homeowners Association do confirm that the above amendments to the protective covenants have been ratified by 50 percent or more of the votes (in writing) of the lot owners of Hearthstone Meadows this 17<sup>th</sup> day of April, 2000.

HEARTHSTONE MEADOWS HOMEOWNERS ASSOCIATION

[Signature] President

Gail S. Weyer Secretary

Rocky A. Mankin Treasurer

[Signature] Witness

Candace C. Denson Witness

SWORN to before me this 17<sup>th</sup>  
day of April, 2000  
NOTRAY PUBLIC FOR SOUTH  
CAROLINA

My commission expires: 11/14/2006

[Signature]

State of South Carolina }

County of Spartanburg }

ACKNOWLEDGMENT

I, Gretchen McGuinn a Notary Public of the County and State aforesaid, certify that

Paula Perdue

Gail Wolfe + Rocky  
Mankins

Personally appeared before me this day and acknowledged the due

execution of the foregoing instrument. Witness my hand and official stamp or seal this

17 day of April, 2000.

Gretchen McGuinn

Notary Public for South Carolina

My commission expires: 11/14/2006

**STATE OF SOUTH CAROLINA ) AMENDMENT TO PROTECTIVE  
COUNTY OF SPARTANBURG ) COVENANTS  
HEARTHSTONE MEADOWS**

**WHEREAS**, Walter R. Pettiss, as owner and developer, put into effect certain protective covenants for Hearthstone Meadows which are recorded January 31, 1991, in Deed Book 57-K at page 87, RMC Office of Spartanburg County, South Carolina; and

**WHEREAS**, paragraph 10 thereof specifically provides that "no more than two (2) dogs may be kept or maintained on any lot", and

**WHEREAS**, paragraph 16 thereof expressly provides that the developer reserves the right to change or amend the "foregoing" restrictions, including paragraph 10; and

**WHEREAS**, 307 Fireside Court is to be purchased by Mr. And Mrs. Bolling, and they are presently the owners of four (4) dogs. At their request, Developer has agreed, with regard to (a) their lot only, (b) them only, and (c) the four dogs they presently own only, to amend the aforesaid restrictions to allow them to keep their dogs and not be in violation of the aforesaid protective covenants (restrictions),

**NOW, THEREFORE**, the parties hereto, including Developer, agree as follows:

1. This amendment to the aforescribed Protective Covenants shall pertain to 307 Fireside Court, Hearthstone Meadows, and to no other lot in Hearthstone Meadows.
2. This amendment shall pertain only to Mr. And Mrs. Bolling of 307 Fireside Court and shall remain in effect only so long as they own 307 Fireside Court, and continue to own the four (4) dogs they presently own.
3. At such time as any one of the four (4) dogs in question is no longer owned by Mr. and Mrs. Bolling, because it has died, been given away, or for any other reason, this Amendment shall immediately become null and void, and of no further force or effect. Consequently, on and after the date thereof, the new owners shall be allowed to keep on the lot two (2) dogs only.
4. In the event that the new owners violate, or attempt to violate the amendment, or the Protective Covenants referred to herein, they shall be subject to legal action at their expense, and all other provisions of the aforesaid Protective Covenants shall be deemed to apply.

5. If at any time the Developer receives legitimate complaints from other residents in Hearthstone Meadows regarding any of the four (4) dogs in question, Mr. And Mrs. Bolling, upon request of the Developer, will rid themselves of one of the three dogs, so that from that date on they only have in their possession, on the lot in question, two (2) dogs.
6. The within Amendment shall be binding upon all parties hereto, and upon their respective heirs and assigns.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals as of this \_\_\_\_ day of April, 2000.

**IN WITNESS WHEREOF:**

**DEVELOPER:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)

Walter R. Pettiss, by his attorney-  
In-fact, Darrell R. Hinson, recorded in  
DB 58-G at page 589, RMC Office for  
Spartanburg County, SC

**PURCHASERS:**

\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_

\_\_\_\_\_(SEAL)

**STATE OF SOUTH CAROLINA** )

)

**PROBATE**

**COUNTY OF SPARTANBURG** )

Personally appeared the above named witness who said the he/she saw all three parties identified above sign, seal, execute and deliver the within written Amendment and the he/she with the other witness above named witnessed the execution thereof.

Sworn to the subscribed before  
me this \_\_\_\_ day of April, 2000

\_\_\_\_\_(SEAL)\

Notary Public for SC  
My Commission Expires: