

Charles S. Bradford, P.A.  
P.O. Box 977  
York, SC 29745

RESTR COVEN  
RECORDING FEES \$15.00



PRESENTED & RECORDED:  
06-12-2019 11:30:00 AM  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: REGINA PRUITT CLERK

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SANDERS LANDING

WHEREAS, MAY GREEN PROPERTIES, LLC herein called the "Declarant", is the fee simple owner of certain real property located in York County, South Carolina, and desires to establish on a portion thereof a community consisting of residential dwellings to be known at Sanders Landing (hereinafter called ("Sanders Landing")) and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Sanders Landing; and

WHEREAS, Declarant desires to insure the attractiveness of Sanders Landing and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Sanders Landing and to provide for the maintenance and upkeep of all common areas in Sanders Landing. To this end the Declarant desires to subject the real property described herein, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant further desires to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the common areas in Sanders Landing, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created in order to efficiently preserve, protect and enhance the values and amenities in Sanders Landing to insure the residents' enjoyment of the specific rights, privileges and easements in the common area, and to provide for the maintenance and upkeep of the common area;

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Sanders Landing recorded in Plat Book 161, Page 170, York County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring right, title or interest in the

described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

## RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for residential purposes. Only one primary residence is permitted on any tract and only one secondary residence is permitted on tracts larger than 5 acres and approved by York County. The secondary residence can only be half the square footage of the primary residence and must be approved by York County. All residences must have the appropriate SC DHEC approval for a septic permit. The elevations of the secondary residence pertaining to siding must match that of the primary residence.
2. Each residential unit shall be constructed using new materials (except that non- structural architectural features and interior construction need not be new materials) and shall contain a minimum of 2,000 square feet of heated, enclosed living area, exclusive of patios, porches, garages and basements (finished or unfinished). In the event the garage is on the basement level the house must have a minimum of 2,400 square feet of heated space. Each two-story dwelling shall contain a minimum of 1,100 square feet of enclosed, heated living area on the first floor; however, this first floor area may be reduced to 800 square feet if the garage is attached on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material shall be completed within six (6) months thereafter. Prior to the completion of a residence, the Owner shall install at his, her or its expense a concrete or paved driveway extending back from the road to the garage of the residence or in the case of homes set back further than 250 feet, the first 100 feet of drive must be paved or concrete. All residences must have a side load two car garage attached. A smaller secondary garage attached to the home may face the road. If there is an issue due to topography, lot limitations, or soil conditions, a variance allowing the two car garage attached to face the road may be granted by the Declarant or the Architectural Review Committee (hereinafter "ARC"). Secondary detached garages may face the road once approved by the ARC.
3. No building shall be constructed nearer than fifteen (15') feet to any side property line, nor nearer than fifty (50') feet to the front property line, nor nearer than fifty (50') feet to the rear property line. The rear setback is also a fifty (50') foot natural buffer which shall remain intact for the purpose of privacy and water quality. Corner lots shall have a twenty five (25') foot set back from the side road. A hardship variance due to use of a septic repair area or drive access can be permitted within the natural buffer area only. Only vegetation that can be bush hogged or trees smaller than 4 inches in diameter at breast height may be removed. The Declarant may grant a variance for setbacks in other areas due to hardships based on septic, topography, lot configuration, or anything that would help the owner and placement of the home or auxiliary building without negatively affecting the value of surrounding properties. Any variance over 25% of the side setback where there is an adjoining property owner other than the Declarant, will

require a written consent by that owner. All setbacks must abide by York County standards for the applicable zoning.

4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority, unless public sewage becomes available to the tract.

5. No modular home, mobile home, house trailer, camper (including recreational vehicles), garage, or the basements of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The term "modular home" and "mobile home" are defined as follows:

Modular Home: A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home: A dwelling unit that: (i) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (ii) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, vinyl, brick, stone or stucco, and cement board. If wood, vinyl, or cement board material is used, it shall consist of individual boards each of which shall be no wider than twelve inches and shall run horizontally along the elevations of the home. Board and batten application may be used in eaves or other areas as an accent. New siding or architecture maybe considered by the ARC if it is determined the value and integrity of the product is equal to or better than approved siding and architecture listed. The applicant may be required to substantiate this request through appraisals or other value determining specifications. No exposed concrete block is permitted. Foundations of the principal residence and/or garages shall be a minimum of 18" high and the material shall be brick or stone, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. All chimneys must be made of brick, stone, stucco or approved siding material. Roof pitch shall be a minimum ratio of 7:12, except that screen porches, sun rooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 7:12. Rear facing roofs of bonus rooms may have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12. All roof shingles for residences and garages shall be architectural or 3 ply shingles. In addition, a metal seam roof is permissible. Storage sheds may use 3 tab

shingles. Tracts larger than five (5) acres may have a barn or shop, and such barn or shop may be a metal building. The color of all auxiliary buildings must match the primary residence. All auxiliary buildings must be located in the rear portion of the property. A secondary garage, residence, or pool house can be located off the back portion of the garage pad and must match the home architecturally. The barn/shop building must be 100 feet from any property line. A secondary garage can be no larger than 1200 square feet, and the configuration of such garage must be approved by the ARC. A barn/shop shall be no larger than 1600 square feet and must be approved by the ARC. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Walls or fences constructed on the remainder of the property shall not be higher than six (6) feet and shall be constructed of wood, vinyl, aluminum, metal, or chain link (covered with colored vinyl), brick, stone or concrete block with a stucco finish. Columns are permitted outside of the road right of way and must be reviewed by the ARC. A wire mesh fence may be used behind a split rail fence, but may not be higher than the highest rail on the split rail fence, and must be behind the front wall of the dwelling. If there are any questions about any construction items, the Declarant may be sent a plan or drawing to get approval. All construction plans must be reviewed by the Declarant or its assigns, known as the Architectural Review Committee. The ARC form, construction drawings, and site plan shall be submitted as part of the review process. A fee of \$200.00 shall be submitted with the review of the home. Any auxiliary buildings, fencing, pools, or other improvements to the property shall be submitted for review. A \$50.00 fee will be applied to these improvements.

7. No animals or livestock of any description, except the usual household pets and egg laying hens, are permitted on any tract. Tracts larger than 5 acres may also have 4 livestock animals and 4 poultry animals. The keeping of farm animals must not become a nuisance to other owners at Sanders Landing such as roosters or other loud animals.

8. Any partially completed structures or improvements for which construction activity has ceased for 90 consecutive days, and the debris or remains of any structure damaged by wind, fire or other cause, shall constitute a nuisance and may be removed by the Declarant or the Association if the owner of the tract fails to abate such nuisance within 30 days after written notice thereof is given. All costs expended by the Declarant or the Association shall be paid by the owner and shall constitute a lien upon the tract until paid in full together with interest thereon at the rate of 8% per annum.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be conducted or permitted on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No hunting or target practicing from the discharging of firearms shall be permitted on any property covered by these restrictions by the owner or guests.

11. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any tract, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract. The thinning of timber is permitted on all tracts, but an average of 144 inches of trees per acre must be left. No tree cutting within any of the buffers shall be allowed as to trees larger than 4 inches. If a tree is diseased or dead it may be removed from the buffer regardless of size.

12. All tracts, except tracts owned by the Declarant, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Weeds, trash, and debris shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. In the event the Owner, or his, her or its contractor or agent fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and satisfactory condition during the construction period. Construction materials and debris and other man-made substances may not be burned, buried or otherwise disposed of on a tract. Trees, limbs, and other debris which occur naturally on a tract may be buried within the tract (subject to all governmental regulations), provided that the person burying such debris shall record a map of the tract showing the location of such bury site. All building sites shall be properly landscaped with grass and shrubbery before moving into the residence. Stabilization of the yard with grass is required once the construction site is finished and before occupancy. Shrubs should be reflective of the value within the development in size and numbers. A landscape plan shall be submitted with the building plan stating the grass schedule, shrubs to be used, and any other elements for the yard landscaping. This is to insure stabilization of the site during and after the construction process. A third party consultant for storm water inspections shall be required during the construction process. Proper landscaping of the sites is essential to every property owners' protection of value.

13. Any satellite reception dish or device larger than 36" in diameter, outdoor clothes lines, and pools shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening materials. All pools shall be in ground, with the exception for small baby pools, which can be above ground.

14. No tractor-trailer rigs, backhoes, bulldozers, tanker trucks, other construction equipment (as a unit or the individual components thereof), buses, or heavy commercial vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle, boat, trailer, vehicle with advertisement, or

camper trailer must be parked behind the residence and shall be screened so that it cannot be viewed from nearby tracts or the street. The screening shall be effective and reviewed by the ARC. The front these vehicles may be seen from the road, but that is the extent of allowable visibility. Screening options may consist of fencing, large landscaping that will effectively screen the vehicle, shelter, or cover. The screening may require a combination of these options. If effective screening is not an option because of the nature of the lot, the vehicles must be stored off site or in a garage. A plan must be submitted and approved before these types of vehicles can be stored on the property. All off road vehicles such as 4 wheelers, dirt bikes and go carts may not be driven on the road and must not become a nuisance to neighbors. Golf carts shall be driven by a licensed driver on the roads within the development.

15. No tract may be subdivided to create more tracts by any owner subsequent to the Declarant. Declarant may amend or modify any existing plat and thereby relocate the property lines of any tract which is owned by Declarant. Property owners may adjust property lines if approved by York County.

16. The Declarant reserves for itself, its successors and assigns, for purposes incidental to its development of the real property subject to these Restrictions, a twenty (20') foot strip along the margin of each road right of way and a ten (10') foot strip along each other property line for the purpose of constructing, installing, maintaining, repairing and operating utility lines, poles, mains, cluster mail boxes (if necessary) and water drainage.

17. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property may, but shall not be obligated to, extend these restrictions to such property by means of a supplemental declaration (which may include modifications applicable to such additional property) or impose such other restrictions or no restrictions as Declarant chooses.

18. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto until July 1, 2039, and shall continue for successive periods often (10) years thereafter unless amended or terminated as provided below. These Restrictions may at any time and from time to time be modified or amended by written instrument by the owners of at least two-thirds (2/3's) of the tracts subject hereto at the time thereof. The Declarant may modify the Restrictions as long as the Declarant owns land affected by these Restrictions.

19. Any damage (including tracking mud, pouring concrete or depositing debris) to a street shown on the Plat or to the ditches or shoulders of the street, or to the flow of drainage water along the said street, caused by driveway connections or traffic to and from the property owner's tract, shall be repaired at the expense of the owner connecting such driveway. Each property owner is held fully responsible for the acts of his agents, contractors, and subcontractors. Each

property owner at his expense shall take such precautionary and/or preventative measures, including, but not limited to, the use of grassing, siltation fences, matting and rip-rap, as may be necessary to stop erosion or sedimentation from such owner's tract into waterways, or adjoining roads or property. All property owners must have a third-party consultant to monitor the construction sites throughout the construction period. The third-party consultant shall send reports to the owner and copy the Declarant and to York County.

20. The Declarant is permitted to place temporary marketing signs at the entrance to the Property. The only sign permitted on any Tract with an occupied residence is one sign, no larger than four (4) square feet, bearing the name or names of a property owner or property address and which must be placed within twenty (20') feet of a driveway entrance; provided, that one small sign such as is used in the ordinary course of effecting residential sales transactions may be placed within twenty (20') feet of a driveway by real estate agents or by owners to advertise a tract for sale.

21. All driveway pipe installed in ditches which are in the road right of way shall be constructed of reinforced concrete pipe with a diameter that meets the applicable governmental standards (in no case less than 15" in diameter). All improvements such as pipe, head walls, and irrigation shall be approved by York County. Declarant or governing authority may notify owner of any violation and the owner shall have five (5) days to correct said violation. If owner fails to correct said violation, Declarant shall have the right (but not the obligation) to remove, replace or repair any improvement placed in a road right of way owned by the governmental authority which does not meet applicable governmental standards and any associated cost or loss of value shall be the responsibility of owner. No irrigation or other improvements may be installed in the road right of way unless an encroachment permit is approved by York County.

22. Except as otherwise specifically provided, the owner of each tract by acceptance of a deed therefore by virtue of such ownership shall become a member of the Sanders Landing Property Owners Association, Inc. (The "Association") upon its formation and each owner of a tract is deemed to covenant and agree to, and shall pay to the Association, an annual assessment to pay for the cost of maintaining and repairing the Common Areas, as hereinafter defined, within Sanders Landing Subdivision. Each owner of a tract subject to this assessment obligation, including owners of tracts in subsequent sections or phases of Sanders Landing who are subject to these restrictions by amendment or supplemental filings, shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The combination of two or more tracts by a single owner through the recording of a revised plat map shall reduce the number of assessments for the combined tracts to the number of tracts shown on the revised plat maps.

The assessment and charges created herein shall constitute a continuing lien upon each tract and, if not paid within thirty (30) days after the due date thereof, shall bear interest at the rate of ten percent 10% per annum until paid. The lien may be enforced as by law allowed. The

lien created herein is specifically subordinated to the lien of any valid first mortgage upon any tract in the subdivision. The property owners shall have the right to promulgate rules and regulations concerning the use of the Common Areas. Each person acquiring title to a tract binds himself, his heirs, and assigns to be members of the Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the assessment to the Association once it has been levied by the Association. The obligations imposed by this paragraph shall exist whether or not the Association has been formed as of the date these restrictions are recorded or as of the date any tract is sold, if at any time that these restrictions are in effect the Association is formed as a non-profit corporation, the principal purpose of which is to maintain the Common Areas.

The "Common Area" as used in these Restrictions shall include (a) one or more signs identifying Sanders Landing, (b) any landscaping, irrigation, fencing, mail box kiosk, or lighting associated with any Common Area, (c) street lighting and (d) any other land, improvement, facility or amenity such as water quality structures and/or vehicle storage parking areas which Declarant or the Association may construct on property subject to these restrictions and designated by Declarant, or identified on a recorded plat map, as Common Area.

23. If any person shall violate or attempt to violate any of the Restrictions herein set forth, it shall be lawful for any other person or persons owning or having an interest in any portion of said subdivision to institute and prosecute any proceeding in law or equity against such person or persons to restrain such violation or to recover damages or other compensation for such violations. In the event of such proceedings between any property owners affected by these Restrictions, the prevailing party as determined by the results of the litigation, shall be entitled to an award of attorneys' fees and costs associated with such litigation.

24. Zoning ordinances, Restrictions and regulations of York County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provisions of these restrictions and such ordinances, restrictions or regulations, the more restrictive shall apply. The invalidation or unenforceability of any provision of these covenants by judgments or other order of any court shall in no way affect any of the other provisions, and such other provisions and covenants shall remain in full force and effect.

25. No building, including a house, outbuilding or other similar structure, shall be located, constructed or placed on any tract within ten (10) feet of the boundary of a debris disposal area (sometimes referred to as "bury sites" or "bury pits") as such areas are delineated or noted on the recorded plat of the subdivision.

26. Purchaser shall sign an acknowledgement that such purchaser has reviewed the Restrictions, and that he, she or it agrees to abide by said Restrictions. Architectural review guidelines shall be established for the development to help with submittals and application of the Restrictions.



27. Utilities and fees and requirements. York Electric Cooperative, Inc. will bury underground power to the home, but will charge a per foot fee if the connect is past 250 feet. York County Natural Gas Authority is requiring developers to agree that the homeowners use gas for their primary heating supply and water heater. If a home owner does not want to use gas for these appliances, there will be a fee of \$2,747.00 to be released from this commitment. The homeowner must show proof of the installation of the heating supply unit and water heater install. This documentation shall be forwarded to York County Natural Gas Authority for satisfaction of this provision. The culvert for the entrance to each property was paid for by the developer.

28. All improvements to the property shall be submitted for architectural review to the ARC. The Restrictions, ARC review, and third-party consultant for erosion control are in place to insure the character and environmental concerns with developing Sanders Landing. ARC guidelines will be created by the Declarant and passed on to the Association.

29. Tract # 42 will have to adhere to the Restrictions listed above, with the exception of current buildings. Those structures shall be grandfathered as to their size and construction materials. Tract # 68 will abide by paragraphs 9,10,11,23 and 24. Tracts # 42 and # 68 shall not be subject to assessments provided for in paragraph 22.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this

12<sup>th</sup> day of June, 2019.

Signed and sealed in the presence of:

May Green Properties, LLC

[Signature]  
Witness One

[Signature]  
By: Thomas F. Smith, Member/Manager

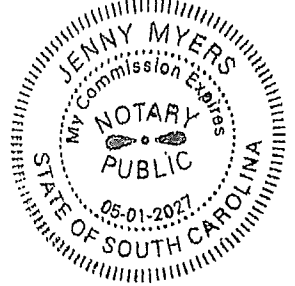
[Signature]  
Witness Two / Notary

STATE OF SOUTH CAROLINA

COUNTY OF YORK

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2019, by Thomas F. Smith, Member / Manager of May Green Properties, LLC.



[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 3/1/2027



2020003713

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

PRESENTED & RECORDED:  
01-27-2020 02:30:28 PM  
BK: RB 18041  
PG: 153 - 154  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: CHRISTY BENFIELD DEPUTY CLERK

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR SANDERS LANDING

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for *Sanders Landing* on June 12, 2019 in Record Book 17593, Page 169; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Restrictions, the Declarant in the course of developing adjoining property may extend these restrictions to such property by means of a supplemental declaration; and

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described on the plat of property titled "Final Plat - Sanders Landing—Phase 2" dated December 11, 2019 prepared by Gray Surveying Company, Inc., recorded in Plat Book 163, page 224, in the Office of the Clerk of Court for York County, which plat is incorporated herein by reference; and

NOW, THEREFORE, Declarant makes this supplemental declaration as follows:

1. The real property which is the subject of this Supplement Declaration consists of thirty (13) residential lots located in Phase 2 of Sanders Landing, as described on the plat referenced above in the Preamble.

2. Except as heretofore modified, all prior provisions of the restrictive covenants, as supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this declaration to be signed this

24<sup>th</sup> day of January, 2020.

[Signature]

[Signature]

May Green Properties, LLC

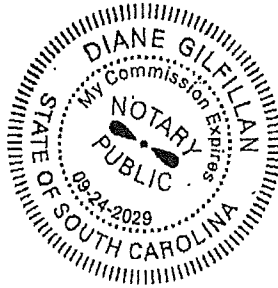
[Signature]  
By: Thomas F. Smith, Member/Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF YORK                  )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24 day of January, 2020,  
by Thomas F. Smith, Member for May Green Properties, LLC.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 9/24/2029



STATE OF SOUTH CAROLINA )  
 ) AMENDMENT OF RESTRICTIVE COVENANTS  
COUNTY OF YORK )

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for *Sanders Landing* on June 12, 2019 in Record Book 17593, Page 169; and

WHEREAS, subsequent to the initial imposition of the restrictive covenants in Record Book 17593, Page 169, they have been supplemented on multiple occasions by documents respectively recorded in Record Book 17786, Page 295; and Record Book 18041 Page 153. These documents are collectively referred to hereinafter as the "Restrictions"; and

WHEREAS, paragraph 18 of the Restrictions provides that the Restrictions may be amended by the Declarant so long as the Declarant owns land affected by these Restrictions;

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described current phases 1, 1B, 2 and 3 of Sanders Landing, as well as any future additional phases;

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. The current owners of the property affected by these Restrictions as amended, and the tax map parcels and other information regarding the affected parcels are set forth on Exhibit A, which is attached hereto and incorporated herein by reference.



2020042250

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

PRESENTED & RECORDED:  
09-11-2020 09:16:05 AM

**BK: RB 18569**  
**PG: 435 - 436**  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: ABIGAYLE LANIER CLERK





2020042251

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

PRESENTED & RECORDED:

09-11-2020 09:16:06 AM

BK: RB 18569

DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC

PG: 437 - 438

BY: ABIGAYLE LANIER CLERK

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SANDERS LANDING

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for *Sanders Landing* on June 12, 2019 in Record Book 17593, Page 169 as amended in Amendment of Restrictive Covenants filed in Record Book 18569 Page 433; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Restrictions, the Declarant in the course of developing adjoining property may extend these restrictions to such property by means of a supplemental declaration; and

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described on the plat of property titled "Final Plat – Sanders Landing—Phase 3" dated August 25, 2020 prepared by Gray Surveying Company, Inc., recorded in Plat Book 164 page 419, in the Office of the Clerk of Court for York County, which plat is incorporated herein by reference; and

NOW, THEREFORE, Declarant makes this supplemental declaration as follows:

1. The real property which is the subject of this Supplement Declaration consists of twelve (12) residential lots located in Phase 3 of Sanders Landing, as described on the plat referenced above in the Preamble.

2. Except as heretofore modified, all prior provisions of the restrictive covenants, as supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this declaration to be signed this

10<sup>th</sup> day of September, 2020.

May Green Properties, LLC

[Signature]

[Signature]  
By: Thomas F. Smith, Member/Manager

[Signature]

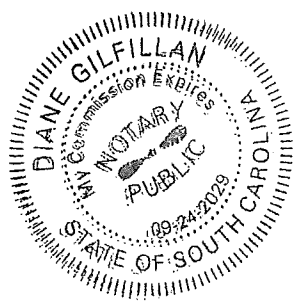
STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2020, by Thomas F. Smith, Member for May Green Properties, LLC.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 9/24/2029





2021054839

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

PRESENTED & RECORDED:  
09-24-2021 09:04:31 AM

BK: RB 19622  
PG: 250 - 254  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: REGINA PRUITT CLERK

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF YORK                  )

AMENDMENT OF RESTRICTIVE COVENANTS

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for Sanders Landing" on June 12, 2019 in Record Book 17593, Page 169 (hereinafter "Restrictions"); and

WHEREAS, three different Supplemental Declaration of Covenants and Restrictions have made the Restrictions applicable to the property in additional Phases 1B, 2 and 3, and those Supplemental Declarations are respectively recorded in the York County Register of Deeds Office in Record Book 17786, Page 295, Record Book 18041, Page 153 and Record Book 18569, Page 437; and

WHEREAS, an Amendment of Restrictive Covenants for Sanders Landing was recorded on September 11, 2020 making a revision to Paragraph 6 of the Restrictions; and

WHEREAS, paragraph 18 of the Restrictions provides that the Restrictions may be amended by the Declarant so long as the Declarant owns land affected by these Restrictions in any phase of Sanders Landing, which it presently does; and

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described current Phases 1, 1B, 2 and 3 of Sanders landing, as well as any future additional phases of the subdivision;

NOW, THEREFORE, the Restrictions are hereby amended as follows:



1. The property affected by this Amendment shall be Lots 14-21, 42, 55-59, and 64-67 of Phase 1 of Sanders Landing, which are more particularly on plat of Sanders Landing-Phase I recorded in Plat Book 161, Page 170, Lots 23-31, 44-54, and 60-63 of Sanders Landing Phase 1B, as more particularly described on plat of Sanders Landing-Phase 1B recorded in Plat Book 162, Page 160, Lots 1-13 of Sanders Landing Phase 2, as shown on plat of Sanders Landing-Phase 2 recorded in Plat Book 163, Page 224, and Lots 31-41 and 43 of Sanders Landing Phase 3, as more particularly described on plat of Sanders Landing-Phase 3 recorded in Plat Book 164, Page 419.

2. Paragraph of the Restrictions is hereby deleted, and it is hereby being replaced and amended with a new Paragraph 3 which shall read as follows:

3. No building shall be constructed nearer than fifteen (15') feet to any side property line, nor nearer than fifty (50') feet to the front property line, nor nearer than fifty (50') feet to the rear property line. The rear setback is also a fifty (50') foot natural buffer which shall remain intact for the purpose of privacy and water quality. Corner lots shall have a twenty-five (25') foot set back from the side road. A hardship variance due to use of a septic repair area or drive access can be permitted within the natural buffer area only. Only vegetation that can be bush hogged or trees smaller than 4 inches in diameter at breast height may be removed. The Declarant may grant a variance for setbacks in other areas due to hardships based on septic, topography, lot configuration, or anything that would help the owner and placement of the home or auxiliary building without negatively affecting the value of surrounding properties. Any variance over 25% of the side setback where there is an adjoining property owner other than the Declarant, will require a written consent by that owner. All setbacks must abide by York County standards for the applicable zoning. In the event that any property owner shall violate or disturb the fifty foot (50') natural buffer by clearing the buffer area of trees, the property owner shall be required to restore the buffer area by planting trees having at least a total combined minimum diameter of one hundred inches (100") measured at forty-eight inches (48") above the ground. The minimum diameter of trees planted, measured at the 48" above ground level, shall be two inches (2"). Any trees remaining in the buffer shall count towards the 100" minimum. The Declarant and thereafter the property owner Association for the subdivision shall have the right to enforce this provision.

4. Paragraph 6 of the Restrictions is hereby deleted, and it is hereby replaced with a new paragraph 6 which shall read as follows:

6. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, vinyl, brick, stone, stucco, or cement board. If wood, vinyl, or cement board material is used, it shall consist of individual boards each of which shall be no wider than twelve inches and shall run horizontally along the elevations of the home. Board and batten application may be used. New siding or architecture may be considered by the ARC if it is determined the value and integrity of the product is equal to or better than approved siding and architecture listed. The applicant may be required to substantiate this request through appraisals or other value determining specifications. No exposed concrete block is permitted. Foundations of the principal residence and/or garages shall be a minimum of 18" high and the material shall be brick or stone, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. A detached or non-attached garage shall also require an 18" high foundation, and such foundation shall match the foundation of the house. All chimneys must be made of brick, stone, stucco or approved siding material. Only sheds or small storage buildings (under 200 square feet) are exempt from the 18" foundation requirement. Sheds may use wood or cement board painted to match the house if approved by the ARC. Roof pitch shall be a minimum ratio of 7:12, except that screen porches, sun rooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 7:12. Rear facing roofs of bonus rooms may have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12. All roof shingles for residences and garages shall be architectural or 3 ply shingles. In addition, a metal seam roof is permissible. Storage sheds may use 3 tab shingles. The color of all auxiliary buildings must match the primary residence. All auxiliary buildings must be located in the rear portion of the property. A secondary garage, residence, or pool house can be located off the back portion of the garage pad and must match the home architecturally. A secondary garage can be no larger than 1200 square feet, and the configuration of such garage must be approved by the ARC. Tracts larger than five (5) acres may have a barn or shop, and such barn or shop may be a metal building. The barn/shop building must be 100 feet from any property line. A barn/shop shall be no larger than 1600 square feet and must be approved by the ARC. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Walls or fences constructed on the remainder of the property shall not be higher than six (6) feet and shall be constructed of wood, vinyl, aluminum, metal, or chain link (covered with colored vinyl), brick, stone or concrete block with a stucco finish. Columns are permitted outside of the road right of way and must be reviewed by the ARC. A wire mesh fence may be used behind a split rail fence, but may not be higher than the highest rail on the split rail fence, and must be behind the front wall of the dwelling. If there are any questions about any construction items, the Declarant may be sent a plan or drawing to get approval. All construction plans must be reviewed by the Declarant or its assigns, known as the Architectural Review Committee. The ARC form, construction drawings, and site plan shall be submitted as part of the review process. A fee of \$200.00 shall be submitted with the review of the home. Any

auxiliary buildings, fencing, pools, or other improvements to the property shall be submitted for review. A \$50.00 fee will be applied to these improvements.

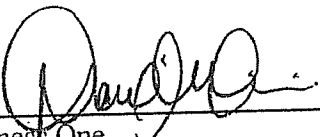
7. The definition of "common areas" contained in Paragraph 22 of the Restrictions is hereby amended to read as follows:

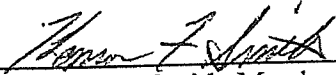
The "Common Area" as used in these Restrictions shall include (a) one or more signs identifying Sanders Landing (b) any landscaping or lighting associated with any Common Area, (c) street lighting, mail box kiosks, parks, trails and sidewalks, recreational vehicle parking areas, (d) any other land, improvement, facility or amenity (such as a retention basins and drainage culverts) which Declarant or the Sanders Landing Property Owner's Association, Inc. (hereinafter "Association") may construct on property subject to these restrictions and designated by Declarant, or identified on a recorded plat map, as Common Area. In addition, it shall include any parking areas created by Declarant or the Association for recreational vehicles, boats and trailers. It is anticipated that Phase 4 of Sanders Landing may have such parking available for a monthly parking fee, which shall be available for use of property owners in all phases of the subdivision. The amount of the user fees shall be established by Declarant or the Association, and such fees can be modified from time to time, as determined by Declarant or the Association.

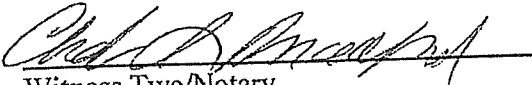
8. Except as hereby amended herein, all other provisions of the Restrictions recorded June 12, 2019 in Record Book 17593, Page 169 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 23 day of Sept, 2021.

Signed and sealed in the presence of:

  
\_\_\_\_\_  
Witness One

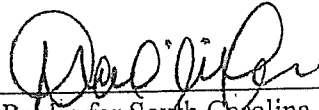
May Green Properties, LLC  
  
\_\_\_\_\_  
By: Thomas F. Smith, Member/Manager

  
\_\_\_\_\_  
Witness Two/Notary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2021, by Thomas F. Smith, Member/Manager for May Green Properties, LLC.

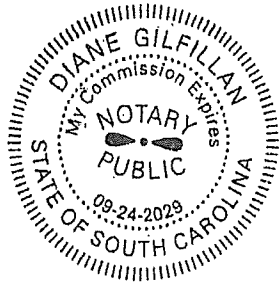


(SEAL)

Notary Public for South Carolina

My Commission Expires:

9/24/2029





2021054840

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

PRESENTED & RECORDED:  
09-24-2021 09:04:32 AM  
DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: REGINA PRUITT CLERK  
**BK: RB 19622**  
**PG: 255 - 256**

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SANDERS LANDING

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for *Sanders Landing* on June 12, 2019 in Record Book 17593, Page 169 as amended in Amendment of Restrictive Covenants filed in Record Book 16922, Page 250; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Restrictions, the Declarant in the course of developing adjoining property may extend these restrictions to such property by means of a supplemental declaration; and

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described on the plat of property titled "Final Plat – Sanders Landing—Phase 4" dated September 16, 2021, prepared by Gray Surveying Company, Inc., recorded in Plat Book 167 page 402, in the Office of the Clerk of Court for York County, which plat is incorporated herein by reference; and

NOW, THEREFORE, Declarant makes this supplemental declaration as follows:

1. The real property which is the subject of this Supplement Declaration consists of thirty-three residential lots located in Phase 4 of Sanders Landing, as described on the plat referenced above in the Preamble.
2. Except as heretofore modified, all prior provisions of the restrictive covenants, as supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this declaration to be signed this

23<sup>rd</sup> day of September, 2021.

May Green Properties, LLC

[Signature]

Thomas F. Smith  
By: Thomas F. Smith, Member/Manager

[Signature]

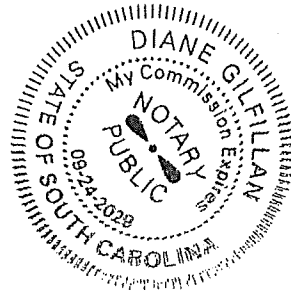
STATE OF SOUTH CAROLINA )

COUNTY OF YORK )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2021, by Thomas F. Smith, Member for May Green Properties, LLC.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 9/24/2029





2022048610

RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

PRESENTED & RECORDED:  
11-21-2022 11:29:43 AM

**BK: RB 20510**

**PG: 90 - 95**

DAVID HAMILTON  
CLERK OF COURT  
YORK COUNTY, SC  
BY: REGINA PRUITT CLERK

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

AMENDMENT OF RESTRICTIVE COVENANTS  
FOR SANDERS LANDING

PREAMBLE

WHEREAS, May Green Properties, LLC (hereinafter "Declarant") previously executed and recorded a document entitled "Declaration of Covenants and Restrictions for Sanders Landing" on June 12, 2019 in Record Book 17593, Page 169 (hereinafter "Restrictions"); and

WHEREAS, four different Supplemental Declaration of Covenants and Restrictions have made the Restrictions applicable to the property in additional Phases 1B, 2, 3, and 4 and those Supplemental Declarations are respectively recorded in the York County Register of Deeds Office in Record Book 17786, Page 295, Record Book 18041, Page 153; Record Book 18569, Page 437; and Record Book 19622, Page 255 and

WHEREAS, two different Amendments of Restrictive Covenants have been made applicable to Phases 1, 1B, 2, 3 and 4 and those Amendments are respectively recorded in the York County Register of Deeds Office in Record Book 18569, Page 435 and Record Book 19622, Page 250;

WHEREAS, paragraph 18 of the Restrictions provides that the Restrictions may be amended by the Declarant so long as the Declarant owns land affected by these Restrictions in any phase of Sanders Landing, which it presently does; and

WHEREAS, it is the desire and intention of the Declarant that the Restrictions, as herein modified, be extended so as to cover the property described current Phases 1, 1B, 2, 3 and 4 of Sanders Landing, as well as any future additional phases of the subdivision;

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. The property affected by this Amendment shall be Lots 14-21, 42, 55-59, and 64-67 of Phase 1 of Sanders Landing, which are more particularly on plat of Sanders Landing-Phase I recorded in Plat Book 161, Page 170; Lots 23-31, 44-54, and 60-63 of Sanders Landing Phase 1B, as more particularly described on plat of Sanders Landing-Phase 1B recorded in Plat Book 162, Page 160; Lots 1-13 of Sanders Landing Phase 2, as shown on plat of Sanders Landing-Phase 2 recorded in Plat Book 163, Page 224; Lots 31-41 and 43 of Sanders Landing Phase 3, as more particularly described on plat of Sanders Landing-Phase 3 recorded in Plat Book 164, Page 419, and Lots 69-101 of Sanders Landing Phase 4, as shown on plat of Sanders Landing Phase 4 recorded in Plat Book 167, Page 402.

2. Paragraph 6 of the Restrictions is hereby deleted, and it is hereby replaced with a new paragraph 6 which shall read as follows:

6. *Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, vinyl, brick, stone, stucco, or cement board. If wood, vinyl, or cement board material is used, it shall consist of individual boards each of which shall be no wider than twelve inches and shall run horizontally along the elevations of the home. Board and batten application may be used. New siding or architecture maybe considered by the ARC if it is determined the value and integrity of the product is equal to or better than approved siding and architecture listed. The applicant may be required to substantiate this request through appraisals or other value determining specifications. No exposed concrete block is permitted. The color of the primary residence shall be approved by the ARC prior to installation and/or painting. Foundations of the principal residence and/or garages shall be a minimum of 18" high and the material shall be brick or stone, except a house using a stucco exterior finish may use a concrete block foundation with a stucco finish which effectively conceals the seams in the concrete blocks. A detached or non-attached garage shall also require an 18" high foundation, and such foundation shall match the foundation of the house. All chimneys must be made of brick, stone, stucco or approved siding material. Only sheds or small storage buildings (under 300 square feet) are exempt from the 18" foundation requirement. Sheds may use wood or cement board painted to match the house if approved by the ARC. Roof pitch shall be a minimum ratio of 7:12, except that screen porches, sun rooms and similar ancillary rooms may have a minimum roof pitch of 3:12. Street facing roofs of bonus rooms shall have a minimum pitch of 7:12. Rear facing roofs of*



bonus rooms may have a minimum pitch of 3:12. All auxiliary buildings other than a garage shall have a minimum roof pitch of 5:12. All roof shingles for residences and garages shall be architectural or 3 ply shingles. In addition, a metal seam roof is permissible. Storage sheds may use 3 tab shingles. The color of all auxiliary buildings must match the primary residence. All auxiliary buildings must be located in the rear portion of the property. A secondary garage, residence, or pool house can be located off the back portion of the garage pad and must match the home architecturally. A secondary garage can be no larger than 1200 square feet, and the configuration of such garage must be approved by the ARC. Tracts larger than five (5) acres may have a barn or shop, and such barn or shop may be a metal building. The barn/shop building must be 100 feet from any property line. A barn/shop shall be no larger than 1600 square feet and must be approved by the ARC. No walls or fences shall be permitted between the front wall of a dwelling and the street it faces. Walls or fences constructed on the remainder of the property shall not be higher than six (6) feet and shall be constructed of wood, vinyl, aluminum, metal, or chain link (covered with colored vinyl), brick, stone or concrete block with a stucco finish. Columns are permitted outside of the road right of way and must be reviewed by the ARC. A wire mesh fence may be used behind a split rail fence, but may not be higher than the highest rail on the split rail fence, and must be behind the front wall of the dwelling. A privacy fence may reach 8 ft in height on a limited basis for the purpose of screening a Recreational Vehicle parked on site, which application shall be submitted for approval through the ARC review process. If there are any questions about any construction items, the Declarant may be sent a plan or drawing to get approval. All construction plans must be reviewed by the Declarant or its assigns, known as the Architectural Review Committee. The ARC form, construction drawings, and site plan shall be submitted as part of the review process. A fee of \$200.00 shall be submitted with the review of the home. Any auxiliary buildings, fencing, pools, or other improvements to the property shall be submitted for review. A \$50.00 fee will be applied to these improvements.

3. Paragraph 10 of the Restrictions is hereby deleted, and it is hereby being replaced and amended with a new Paragraph 10 which shall read as follows:

10. No noxious, offensive or illegal activities shall be conducted or permitted on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood. Exterior lighting shall not be directed onto adjacent properties, nor shall it be so bright as to interfere with nocturnal views or create a nuisance. No pole lighting over six (6) feet in height is allowed. Pole lighting shall be used for walkways and must be black in color and decorative. Landscape lighting is permissible as long as it does not affect adjacent properties. All other lighting shall be attached to a building. No hunting or target practicing from the discharging of firearms shall be permitted on any property covered by these restrictions by the owner or guests.

4. Paragraph 12 of the Restrictions is hereby deleted, and it is hereby being replaced and amended with a new Paragraph 12 which shall read as follows:

*12. All tracts, except tracts owned by the Declarant, whether improved or unimproved, shall be kept free of dead trees or limbs which are a danger to abutting property or roads. Weeds, trash, and debris shall be disposed of in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health or safety of other residents. Owners shall keep reasonable care of all landscaping on their lot, which includes mowing their lawn on a regular basis and keeping all landscaped beds in good shape. In the event the Owner, or his, her or its contractor or agent fails to comply with the terms of this provision, the Declarant or the Association shall have the right (but not the obligation) to enter upon such tract after the owner has been notified in writing of the violation and no curative action has been taken within 30 days after such notice, or the curative action has started but has not been pursued diligently, in order to effect compliance with this provision. All expenses incurred by the Declarant or the Association shall be paid by the owner of the tract immediately upon receipt of a statement from the party incurring the expense. Declarant may require the use of trash containers during any construction activity on a tract in order to maintain a clean and satisfactory condition during the construction period. Construction materials and debris and other man-made substances may not be burned, buried or otherwise disposed of on a tract. Trees, limbs, and other debris which occur naturally on a tract may be buried within the tract (subject to all governmental regulations), provided that the person burying such debris shall record a map of the tract showing the location of such bury site. All building sites shall be properly landscaped with grass and shrubbery before moving into the residence. Stabilization of the yard with grass is required once the construction site is finished and before occupancy. Shrubs should be reflective of the value within the development in size and numbers. A landscape plan shall be submitted with the building plan stating the grass schedule, shrubs to be used, and any other elements for the yard landscaping. This is to insure stabilization of the site during and after the construction process. A third party consultant for storm water inspections shall be required during the construction process. Proper landscaping of the sites is essential to every property owners' protection of value.*

5. Paragraph 13 of the Restrictions is hereby deleted, and it is hereby being replaced and amended with a new Paragraph 13 which shall read as follows:

*13. Any satellite reception dish or device larger than 36" in diameter, outdoor clothes lines, and pools shall be screened from view by adjoining tracts and the streets by means of landscaping or attractive screening materials. All pools shall be in ground, with the exception for small baby pools, which can be above ground. Should an Owner install an ARC-approved swimming pool, a fence or other barrier structure shall be installed around the swimming pool to prevent unwanted access.*

6. The following language shall be added as an additional, NEW restriction, being Paragraph 30 hereunder:

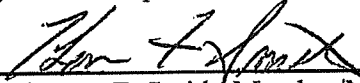
30. Notwithstanding anything else to the contrary, so long as it is permitted under the local zoning code and local laws, no Owner shall be permitted to lease their Lot during the twelve (12) months immediately following such Owner's acquisition of the Lot (the "Waiting Period"). The Waiting Period described herein shall commence on the date that the deed conveying the Lot to the Owner is recorded in the York County Register of Deeds Office, and shall end (unless tolled as provided herein below), twelve months later on the first anniversary of the recording date. In the event that a Lot is leased for any period of time in violation of the mandatory Waiting Period described herein, the Waiting Period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward the satisfaction of the twelve (12) month Waiting Period established herein. No Lot shall be leased for a term of less than 180 days and all leases shall be in writing and signed by the Lessor and Lessee thereunder. Any Owner who leases his/her Lot shall provide a true and accurate and complete copy of the applicable lease to the Association (through its Board or authorized managing agent) within seven (7) days after the lease is executed.

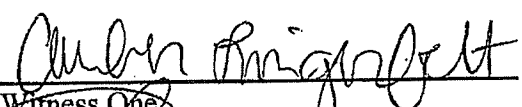
7. Except as hereby amended herein, all other provisions of the Restrictions recorded June 12, 2019 in Record Book 17593, Page 169, as subsequently amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 18 day of Nov, 2022.

Signed and sealed in the presence of:

May Green Properties, LLC

  
By: Thomas F. Smith, Member/Manager

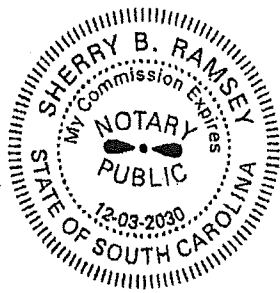
  
Witness One

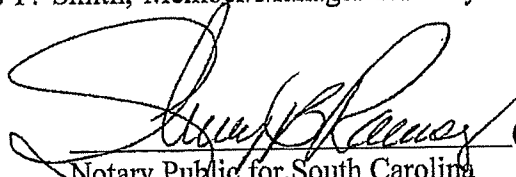
  
Witness Two/Notary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 18 day of November, 2022, by Thomas F. Smith, Member/Manager for May Green Properties, LLC.



  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12/03/2030

## *SANDERS LANDING RV STORAGE PARKING AREA*

### **Guidelines for The RV Storage Parking Area to include motorhomes, campers, boats and small utility trailers**

This amenity offers property owners that may not have accessibility for proper storage of such vehicles on their property to store vehicles within the development and have them close by. This amenity area is solely for the convenience of the Sanders Landing property owners.

No repairs or renovations of any kind to be conducted on the vehicle while in storage.

The vehicle to be kept in drivable condition and keep camper, trailers and other such vehicles road-worthy at all times.

The only vehicle permitted to be parked in the assigned space is the one described in the storage area agreement.

The Association in its discretion may set and charge a fee for the use of the storage area/facility.

Keep the area around your vehicle free from trash.

Do not block the access gate at any time.

### **Declaration of Covenants and Restriction for Sanders Landing**

14) No tractor trailer rigs, backhoes, bulldozers, tanker trucks, other construction equipment (as a unit or components thereof), buses or heavy commercial vehicles shall be parked or stored on any tract, except in the normal course of making deliveries or providing services to that tract. Any recreational vehicle, boat, trailer, vehicle with advertisement, or camper trailer must be parked behind the residence and shall be screened so that it cannot be viewed from nearby tracts or the street. The screening shall be effective and reviewed by the ARC. The front of these vehicles may be seen from the road, but that is the extent of allowable visibility. Screening options may consist of fencing, large landscaping

that will effectively screen the vehicle, shelter or cover. The screening may require a combination of these options. If effective screening is not an option because of the nature of the lot, the vehicle must be stored off site or in a garage. A plan must be submitted and approved before these types of vehicles can be stored on the property. All off road vehicles such as 4 wheelers, dirt bikes and go carts may not be driven on the road and must not become a nuisance to neighbors. Golf carts shall be driven by a licensed driver on the roads within the development.

The RV Storage Parking Area is for the convenience of the homeowners of Sanders Landing. Liability for damage or theft of personal property stored in the storage area is solely the responsibility of the owner of such property, and in no event shall impose liability upon Declarant or the Association.

## Sanders Landing Boat and RV Storage Rental Agreement

THIS AGREEMENT made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ between Sanders Landing Subdivision Home Owners Association and the following:

Name of Renter \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Type of Vehicle: \_\_\_\_\_ Length: \_\_\_\_\_ Width: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Vehicle ID #: \_\_\_\_\_

License Plate / Boat Registration No: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy#: \_\_\_\_\_

The RV Storage Parking Area is for the convenience of the homeowners of Sanders Landing. Liability for damage or theft of personal property stored in the storage area is solely the responsibility of the owner of such property, and in no event shall impose liability upon Declarant or the Association.

I have read and understand the Covenants and Guidelines and I am in agreement.

Sign \_\_\_\_\_

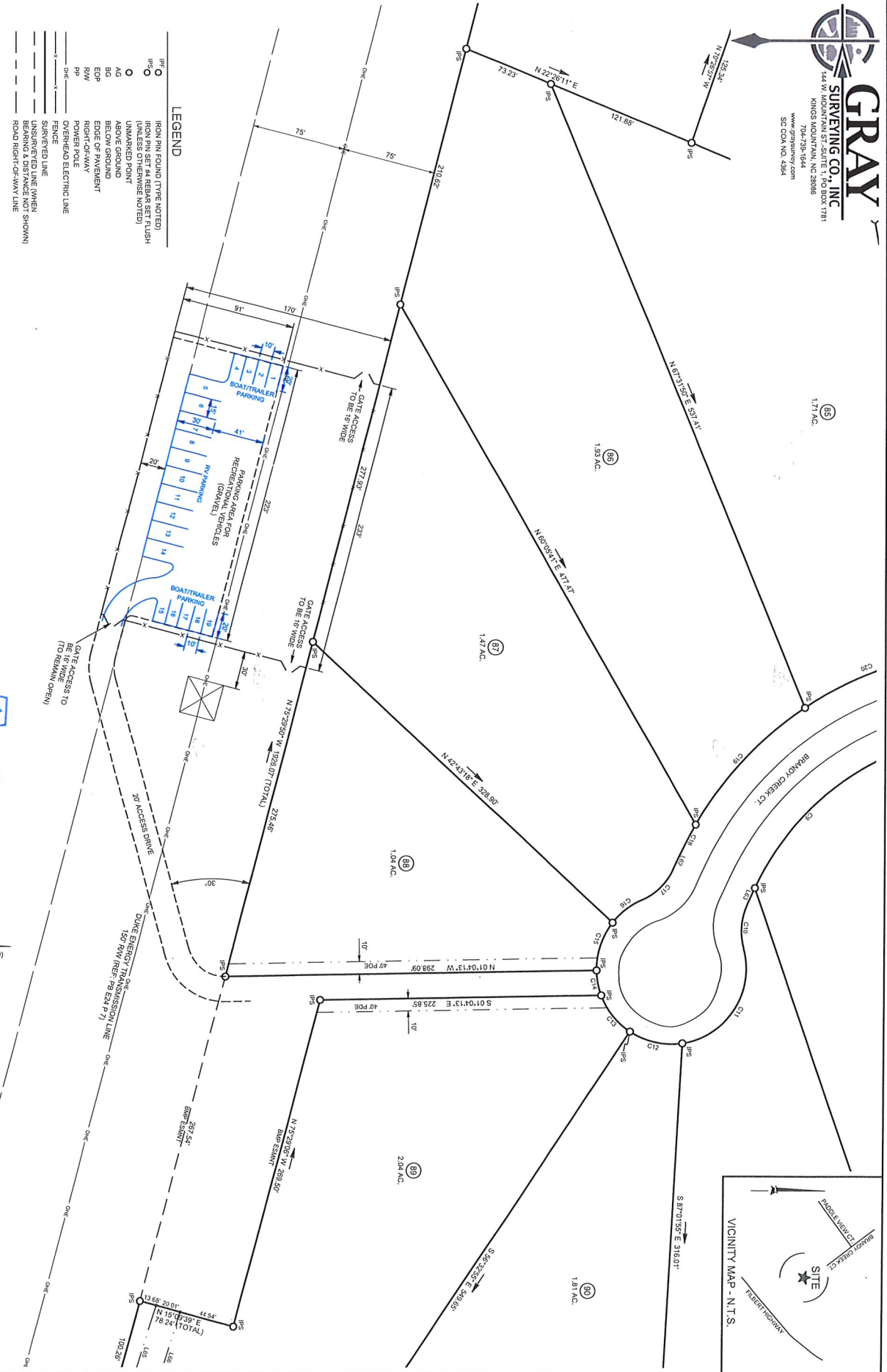
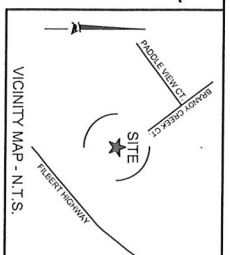
Date \_\_\_\_\_





144 W. MOUNTAIN ST., SUITE 1, PO BOX 1781  
KINGS MOUNTAIN, NC 28886  
704-739-1644  
www.graysurvey.com  
50 CDR. NO. 4384

1.71 AC.



**LEGEND**

- IPF ○ IRON PIN FOUND (TYPE NOTED)
- IPF ○ IRON PIN SET (REMOVED/SET)
- UNMARKED POINT
- ABOVE GROUND
- BELOW GROUND
- EDGE OF PAVEMENT
- RIGHT-OF-WAY
- POWER POLE
- OVERHEAD ELECTRIC LINE
- UNSURVEYED LINE (WHEN BEARING & DISTANCE NOT SHOWN)
- SURVEYED LINE
- ROAD RIGHT-OF-WAY LINE

I HEREBY STATE THAT ON THE DAY OF \_\_\_\_\_ 2022 TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS OF THE STANDARDS AND SPECIFICATIONS FOR SURVEYING AND MAPPING AS SET FORTH IN THE PUBLIC VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

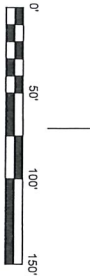
**PRELIMINARY PLAT**  
**NOT FOR RECORDEMENT,**  
**CONVEYANCES, OR SALES**

**GENERAL NOTE:**

1. SURVEY BASED ON PHYSICAL EVIDENCE AND EXISTING CONDITIONS.
2. SURVEY PREPARED WITHOUT BENEFIT OF TITLE ABSTRACT. THE RIGHTS-OF-WAY, RESTRICTIONS, SETBACK LINES, BURIED UTILITIES, WHEN OR NOT SHOWN ON THIS PLAT AND WHETHER OR NO RECORDED IN THE PUBLIC RECORD.
3. UNDERGROUND UTILITIES WERE NOT LOCATED EXCEPT AS SHOWN, NOTED HEREON BY OBSERVED EVIDENCE ONLY. UNLESS OTHERWISE NOTED.
4. BEARINGS SHOWN HEREON ARE DEGREES, MINUTES, AND SECONDS AND DISTANCES ARE INTERNATIONAL FOOT, UNLESS OTHERWISE INDICATED.

**DRAFT**

SC GRID (PB 164 PG 419)



NO NEW LOTS OR PROPERTY LINES ESTABLISHED.  
SKETCH PLAN FOR:  
**MAY GREEN PROPERTIES, LLC**  
YORK COUNTY, SOUTH CAROLINA  
KINGS MOUNTAIN TOWNSHIP  
SCALE: 1" = 50'  
DEED REF: AS SHOWN  
DATE: 31 MAY 2022  
JOB: 2018-090 MAY GREEN STORAGE  
CMB

JOSEPH A. GRAY, P.E.

DATE