

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

BOOK 1271 PAGE 222

2003 MAR 26 P 12: 16

STATE OF SOUTH CAROLINA )

COUNTY OF OCONEE )

AMENDMENT #1 TO EASEMENTS AND

PROTECTIVE COVENANTS, PLAT #1,

WHITE OAK CLIFFS, PER PLAT

RECORDED AT P-34, PAGE 110

WHEREAS, S. Bruce Rochester, Sr. was owner of property situated in Oconee

County, South Carolina, and eventually embraced in a plat entitled "A Subdivision Plat of WHITE OAK CLIFFS near Seneca, S.C.", Lots Nos. 2 through 14, inclusive, by Farmer & Simpson Engineers, dated February 13, 1969, revised June 23, 1970, revised August 27, 1971, revised July 6, 1972 recorded in the office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-34, at page 110, and

WHEREAS, S. Bruce Rochester, Sr., either through corporations he owned or controlled, or in his own name imposed covenants and restrictions on the individual lots either within the original deeds to the lots or by instrument dated November 12, 1971 and recorded November 12, 1971 in Deed Book 11- E, Page 387; and

WHEREAS, all the restrictions taken together, provided a common development plan for those lots embraced by the aforementioned plat, and

WHEREAS, the common development plan provided that the easements and covenants could be changed by a majority of the future lot owners after November 12, 1996:

NOW, for and in consideration of the mutual benefits accruing to the owners of lots embraced in what is commonly known as "The First Section" (as set forth in the plat referenced above), White Oak Cliffs, the undersigned, constituting at least one half (1/2) plus One (1) lot owners as of the date this instrument is recorded, and thus a majority, hereby amend the "Easements and Protective Covenants, First Section, White Oak Cliffs." by adding the following paragraphs to the instrument at 11-E, Page 387:

"M. Each lot shall be used exclusively for non-transient residential purposes. No lot and no improvements may be used for hotel, temporary, or other transient residential purposes. This provision is not intended to exclude the use of any dwelling as a "second"

THIS PROPERTY DESIGNATED AS

MAP N/A SUB \_\_\_\_\_ BLK \_\_\_\_\_ PARC \_\_\_\_\_

ON OCONEE COUNTY TAX MAPS

Roger A. Williams  
OCONEE COUNTY ASSESSOR

D. Sup.

home, but it is directed at the rental, or leasing of dwellings for periods of less than ninety (90) days continuously. Each lease or rental agreement relating to any lot, dwelling, or portion of either, must be for a term of at least ninety (90) continuously, must be in writing, must be filed with the President of the White Oak Cliffs Association and must provide that the tenant is obligated to observe and perform all of the terms and provisions of these Easements and Protective Covenants.

N. Each lot owner shall be a member of the White Oak Cliffs Association and shall be bound to its Rules and Regulations as may be enacted from time to time.

O. In addition to the enforcement provisions already set out in the original Easements and Protective Covenants for this section of White Oak Cliffs, the White Oak Cliffs Association shall have standing at law or equity, at its sole descretion, to enforce the provisions of these Easements and Protective Covenants in the same manner as any one lot owner. This provision is cumulative and not intended to diminish the protections afforded individual lot owners under the original Easements and Protective Covenants.

P. The provisions of the "Easements and Protective Covenants" set forth at 11-E, page 387 are hereby restated and reaffirmed in their entirety as to all lots 2 through 14, inclusive, except for the provisions in the which begin with "These Covenants are to run with the land..." and that entire paragraph shall be changed to read as follows:

"These covenants are to run with the land and shall be binding on all parties and persons claiming under them. Any provision of this instrument may be changed at any future time by an instrument signed by a majority of the then owners of the lots which has been recorded in the records of Oconee County."

A handwritten signature, possibly reading "P. J. P.", is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth by our signatures and seals and on the last date thereof affirm that we are owners of lots as indicated below and shown on Plat Book P-34, page 110, White Oak Cliffs, records of Oconee County, South Carolina.

In the presence of:

Lucy M. Price

Ann L. Capron (SEAL)  
ANN L. CAPRON

Alan C. Price

Adin B. Capron (SEAL)  
ADIN B. CAPRON  
Lot No. 3 Date: \_\_\_\_\_

Alan C. Price

Jeffrey A. Jenkinson (SEAL)

Lucy M. Price

JEFFREY A. JENKINSON  
Kimberly Jenkinson (SEAL)  
KIMBERLY JENKINSON  
Lot No. 4 Date: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_


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

Lot No. \_\_\_\_\_ Date: \_\_\_\_\_

JP Adin

Alan C. Fries

CHRISTOPHER E. HOTZ, TRUSTEE

CHRISTOPHER E. HOTZ, TRU  
 (SEAL)  
ANDRE L. HOTZ, TRUSTEE  
Lot No. 7 Date: 2-09-03

Suey M Price

Alon C. Lurie

Ginger W. Brown (SEAL)  
GINGER W. BROWN, TRUSTEE

Lot No. 9 Date: 2-09-03

Sally H. Price

Alan C. Luce

Ginger W. Brown (SEAL)  
GINGER W. BROWN, TRUSTEE

Lot No. 11 Date: 2-09-03

Alon C Price

 (SEAL)  
JAY A. HETHERINGTON

Sally R Price

REBECCA H. HETHERINGTON (SEAL)  
Lot No. 10 Date: 2/16/03

*[Handwritten signature]*

D. Sally N. Price  
Alvin C. Price

Debra M. Heath (SEAL)  
 DEBRA M. HEATH, TRUSTEE  
Charles M. Heath (SEAL)  
 CHARLES M. HEATH  
 Lot No. 12 Date: 2/16/03

Sally N. Price  
Alvin C. Price

Gregory L. Harding (SEAL)  
 GREGORY L. HARDING  
Lorraine E. Harding (SEAL)  
 LORRAINE E. HARDING  
 Lot No. 13 Date: 2/16/03

Sally N. Price  
Alvin C. Price

Lisa Marie Gondek-Kelley (SEAL)  
 LISA MARIE GONDEK\_KELLEY  
Timothy L. Kelley (SEAL)  
 THIMOTHY L. KELLEY  
 Lot No. 14 Date: 2/16/03

\_\_\_\_\_

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

\_\_\_\_\_

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

Lot No. \_\_\_\_\_ Date: \_\_\_\_\_

*[Handwritten signature]*

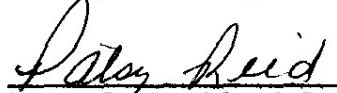
STATE OF SOUTH CAROLINA )  
 )  
 ) PROBATE  
 )  
 COUNTY OF OCONEE )

PERSONALLY APPEARED before me the undersigned witness, who being duly sworn, deposes and says that she saw Ann L. & Adin B. CAPRON; Jeffrey A. & Kimberly JENKINSON; Christopher E. & Andre L. HOTZ; Ginger W. BROWN; Jay A. & Rebecca H. HETHERINGTON; Debra M. & Charles M. HEATH; Gregory L. & Lorraine E. HARDING; Lisa Marie Gondeck & Timothy L. KELLY; sign, seal and as their act and deed deliver the within instrument, and that she and the other witness subscribed hereto, witnessed the execution thereof.

  
 Sally H. Price

SWORN to before me this

16<sup>th</sup> day of February, 2003

  
 Notary Public of South Carolina  
 My commission expires: 3-16-2010



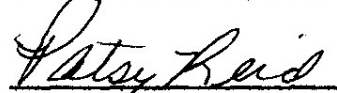
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 Alan C. Price

SWORN to before me this

16<sup>th</sup> day of February, 2003

  
 Notary Public of South Carolina  
 My commission expires: 3-16-2010

