

RECORDED

DEEDS 7-K PG 087

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STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURGR.M.C.  
SPARTANBURG, S.C.  
)PROTECTIVE COVENANT  
HEARTHSTONE MEADOWS

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;

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

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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

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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 quite 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.

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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



DEED 71 -- WP 203 RECORDED

00 APR 20 PM 3:44

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

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

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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. Way Secretary  
Rocky A. Manley 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]

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State of South Carolina }

ACKNOWLEDGMENT

County of Spartanburg }

I, Gretchen McGowan a Notary Public of the County and State aforesaid, certify that  
Paula Perdue  
Carl wife + Rocky Personally appeared before me this day and acknowledged the due  
Mankins

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

17 day of April, 2000.

Gretchen McGowan

Notary Public for South Carolina

My commission expires: 11/14/2006

STATE OF SOUTH CAROLINA )  
)  
)  
)  
)  
COUNTY OF SPARTANBURG )

**TERMINATION AND  
CANCELLATION OF THE  
PROTECTIVE COVENANTS OF  
HEARTHSTONE MEADOWS  
SECTION I & II**

**WHEREAS**, certain protective covenants for Hearthstone Meadows, a residential subdivision shown on Plat Book 112 at Page 174 and Plat Book 116 at Page 410, were recorded in Deed Book 57-K at Page 87, and amended in Deed Book 71-W at Page 203; and,

**WHEREAS**, a majority of lot owners have determined that the subdivision has no need for community maintenance or other common elements requiring shared duties of the landowners and, therefore, desire to terminate the existing covenants; and,

**WHEREAS**, the existing covenants provide that the covenants may be terminated by a duly recorded instrument of fifty percent (50%) or more of the property owners may; and,

**WHEREAS**, the subdivision consists of 57 lots and the undersigned owners being no less than fifty percent (50%) of the lot owners have executed this document to terminate the protective covenants and amendments.

**NOW, THEREFORE**, the undersigned owners do hereby execute this agreement in cancellation and termination of the Protective Covenant Hearthstone Meadows and any amendments thereto and referenced herein and hereby set our hands and seal to his agreement and shall abide by its terms upon due execution and recording.

DEE-2024-7010



DEE BK 145-K PG 349-350

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Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Ashley B. Williams, Register Of Deeds

WITNESS the Grantors' hands and seals this 21 day of FEBRUARY, 2024.

SIGNED, sealed and delivered  
in the presence of:

Anita Anderson  
1<sup>st</sup> Witness

Hearthome Meadows  
By  
Hasmukhala Ruparelia  
Hasmukhala Ruparelia  
lot owner

[Signature]  
2<sup>nd</sup> Witness/Notary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, the undersigned Notary Public of the County and State aforesaid, certify that the within-named Grantors personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 21 day of FEBRUARY, 2024.

[Signature]  
Notary Public for South Carolina  
My commission Expires: 1-26-2032  
Hannie H. Hutto

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

HEARTHSTONE MEADOWS HOMEOWNERS  
ASSOCIATION, INC.

NOTICE OF INVALID TERMINATION AND  
CANCELLATION OF PROTECTIVE  
COVENANTS OF HEARTHSTONE  
MEADOWS SECTION I & II

**CROSS REFERENCE:** *PROTECTIVE COVENANT HEARTHSTONE MEADOWS, recorded in Book 57-K at Page 0087; AMENDMENT TO PROTECTIVE COVENANTS OF HEARTHSTONE MEADOWS, recorded in Book 58-U at Page 827; AMENDMENT TO PROTECTIVE COVENANTS OF HEARTHSTONE MEADOWS, recorded in Book 60-C at Page 951; AMENDMENTS TO PROTECTIVE COVENANTS OF HEARTHSTONE MEADOWS, recorded in Book 71-W at Page 203; AMENDMENT TO PROTECTIVE COVENANT HEARTHSTONE MEADOWS, recorded in Book 103-P at Page 004; TERMINATION AND CANCELLATION OF THE PROTECTIVE COVENANTS OF HEARTHSTONE MEADOWS SECTION I & II, recorded in Book 145-H at Page 481*

WHEREAS, the Protective Covenant for Hearthstone Meadows was recorded on January 31, 1991 in the Office of the Register of Deeds for Spartanburg County in Deed Book 57-K at Page 087 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, Hearthstone Meadows Homeowners Association, Inc. is the Homeowners Association for Hearthstone Meadows Homeowners Association, Inc. ; and

WHEREAS, Paragraph 1 of the Declaration provides that the covenants contained therein are to run with the land and are binding for automatic, successive ten (10) year period unless 50% or more of the owners of all lots elect to terminate or amend the restrictions in whole or in part; and

WHEREAS, on or about February 19, 2024 three lot owners purported to cancel the restrictive covenants in the Declaration by filing the Termination and Cancellation of The Protective Covenants of Hearthstone Meadows Section I & II; and

WHEREAS, the Termination and Cancellation of The Protective Covenants of Hearthstone Meadows Section I & II did not contain signatures of at least 50% of the property owners; and

WHEREAS, after recording several signatories indicated that they did not agree to terminate the restrictive covenants and were misled about what they were signing. Copies of their affidavits are attached hereto as “**Exhibit A**”; and

WHEREAS, it is clear that more than 50% of the lot owners do not consent to termination of the restrictive covenants; and



NOW THEREFORE, Hearthstone Meadows Homeowners Association, Inc. does hereby declare the attempted termination of the restrictive covenants to be invalid and without any effect. Hearthstone Meadows Homeowners Association, Inc. further reaffirms the Declaration is valid and the properties within Hearthstone Meadows are encumbered by the Declaration.

IN WITNESS WHEREOF, Hearthstone Meadows Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this 24 day of May, 2024.

*[SIGNATURE PAGE TO FOLLOW]*

MCCABE TROTTER & BEVERLY, PC  
4500 FORT JACKSON BLVD. SUITE 335  
COLUMBIA, SC 29209  
FILE NUMBER: 21311.3

SIGNED SEALED AND DELIVERED  
in the presence of:

HEARTHSTONE MEADOWS HOMEOWNERS  
ASSOCIATION, INC.

Buiana Denny  
(witness #1)

By: [Signature] (L.S.)

Print Name: Christie Mathison

Shelley Carter  
(witness #2)

Its: President

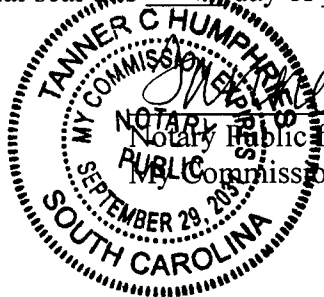
STATE OF SOUTH CAROLINA )  
COUNTY OF Spartanburg )

ACKNOWLEDGEMENT

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that Hearthstone Meadows Homeowners Association, Inc., by Christie Mathison, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of May, 2024.

Tanner C. Humphries  
Notary Public for South Carolina  
My Commission Expires: 9/29/2031



MCCABE TROTTER & BEVERLY, PC  
4500 FORT JACKSON BLVD. SUITE 335  
COLUMBIA, SC 29209  
FILE NUMBER: 21311.3

Exhibit "A"

STATE OF SOUTH CAROLINA

AFFIDAVIT OF Susan Rinkema

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is <sup>Susan</sup> Rinkema. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

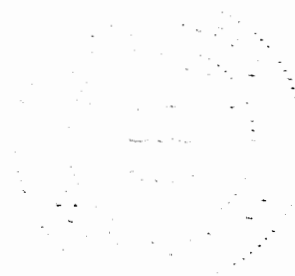
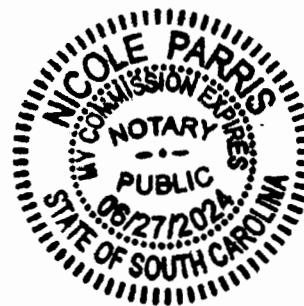
Susan Rinkema

SWORN to before me this 6<sup>th</sup> day of May, 2024

Nicole Parris (L.S.)

Notary Public for South Carolina

My Commission Expires: 6/27/24



STATE OF SOUTH CAROLINA

AFFIDAVIT OF Jennifer Rash

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Jennifer Rash am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

Jennifer Rash

SWORN to before me this 15 day of May, 2024

Anna Andry (L.S.)

Notary Public for South Carolina  
My Commission Expires: 07.22.2032



STATE OF SOUTH CAROLINA

AFFIDAVIT OF Gary Ray

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Gary Ray. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

[Signature]

SWORN to before me this 17<sup>th</sup> day of May, 2024

Maegan Sims (L.S.)

Notary Public for South Carolina

My Commission Expires: May 2, 2033



STATE OF SOUTH CAROLINA

AFFIDAVIT OF Don Bryant

COUNTY OF SPARTANBURG


PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Don Bryant I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.



SWORN to before me this

17<sup>th</sup> day of May, 2024

Debera L. Marcus (L.S.)

Notary Public for South Carolina

My Commission Expires: 8-12-31

STATE OF SOUTH CAROLINA

AFFIDAVIT OF Kathy Bryant

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Kathy Bryant. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

Kathy Bryant

SWORN to before me this

17 day of May, 2024

Deborah L. Morris (L.S.)

Notary Public for South Carolina

My Commission Expires: 8-12-31

STATE OF SOUTH CAROLINA

AFFIDAVIT OF Fred M. McAbee

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Fred M. McAbee. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

Fred M. McAbee

SWORN to before me this

15<sup>th</sup> day of May, 2024

Deborah S. Morris (L.S.)

Notary Public for South Carolina

My Commission Expires: 8-12-31

STATE OF SOUTH CAROLINA

AFFIDAVIT OF Jackie McAbee

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Jackie McAbee I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

Jackie McAbee

SWORN to before me this 15 day of May, 2024

Amber Gilbert (L.S.)

Notary Public for South Carolina

My Commission Expires: 04/28/2032

Amber Gilbert  
Notary Public-State of South Carolina  
My Commission Expires  
April 28, 2032

STATE OF SOUTH CAROLINA

AFFIDAVIT OF HASMINCHBALA RUPARELIA

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

HASMINCHBALA

1. My name is \_\_\_\_\_. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

*Ruparelia*

SWORN to before me this

15 day of MAY, 2024

*Rebecca L. Morris* (L.S.)

Notary Public for South Carolina

My Commission Expires: 8-12-31

STATE OF SOUTH CAROLINA

AFFIDAVIT OF SURENDRA RUPARELIA

COUNTY OF SPARTANBURG

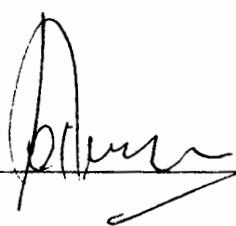
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is <sup>SURENDRA</sup> RUPARELIA. I am of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_

SWORN to before me this  
15 day of MAY, 2024

Deborah R. Morris (L.S.)

Notary Public for South Carolina

My Commission Expires: 8-12-31

STATE OF SOUTH CAROLINA

AFFIDAVIT OF Mark Johnson

COUNTY OF SPARTANBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. My name is Mark Johnson of the age of majority and am fully competent to testify to the facts set forth in this Affidavit. Further, I have personal knowledge of the matters set forth herein.

2. I signed a document called Termination and Cancellation of the Protective Covenants of Hearthstone Meadows Section I & II. When I signed that document I did not understand that I was agreeing to remove the restrictive covenants from my property and the other properties within Hearthstone Meadows.

3. It was not my intent and I do not agree to remove the restrictive covenants for Hearthstone Meadows.

FURTHER AFFIANT SAYETH NOT.

Mark Johnson

SWORN to before me this 11 day of May, 2024

Benjamin Michael Stepp (L.S.)  
Notary Public for South Carolina

My Commission Expires: 9-29-2027

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Hearthstone Meadows Homeowners Association,  
INC.

RECORDING OF DOCUMENTS PURSUANT TO  
THE SOUTH CAROLINA HOMEOWNERS  
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-  
110 TO -170):

1. HEARTHSTONE MEADOWS HOMEOWNERS  
ASSOCIATION, INC. BYLAWS

Declaration originally recorded in Book 57-K at Page 087

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Covenants, Conditions, and Restrictions For Hearthstone Meadows Subdivision, was recorded on January 31, 1991 in the Office of the Register of Deeds for Spartanburg County in Deed Book 57-K at Page 087 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, Hearthstone Meadows Homeowners Association, INC. is the Homeowners Association for Hearthstone Meadows Subdivision; and

WHEREAS, Hearthstone Meadows Homeowners Association, INC. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Hearthstone Meadows Homeowners Association, INC. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Hearthstone Meadows Homeowners Association, Inc. Bylaws, Attached As **Exhibit A**

DEE-2024-20401



DEE BK 146-Q PG 904-910

Recorded 7 Pages on 05/24/2024 03:59:23 PM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Ashley B. Williams, Register Of Deeds

IN WITNESS WHEREOF, the Board has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of:

WITNESSES:

William Tilghast  
Chris Butler

Hearthstone Meadows Homeowners Association INC

[Signature] SEAL

By: Christie Mathison

Its: President

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF Spartanburg )

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that Christie Mathison in her capacity as President of Hearthstone Meadows Homeowners Association INC., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this

23 day of May, 2024



Tanner C. Humphries SEAL

Notary Public for South Carolina

My Commission Expires: 9/29/2031

**Exhibit A**

BYLAWS OF HEARTHSTONE MEADOWS HOMEOWNERS ASSOCIATION, INC.

Article 1

NAME, LOCATION, DEFINITIONS

1.1 Name. The name of the association is HEARTHSTONE MEADOWS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 Location. The principal office and mailing address of the Association shall be located at 8499 Valley Falls Road, Boiling Springs, South Carolina 29316, or such location as may be designated by the Board of Directors.

1.3 Definitions. The capitalized words used in these Bylaws or any amendment hereto (unless the context shall otherwise require or otherwise specified herein or therein) shall have the same meanings as set forth in the Declaration, Covenants, Rules & Regulations.

ARTICLE 2

MEETINGS OF THE ASSOCIATION

2.1 Place of Meetings. Annual or special meetings shall be held at any place within reasonable proximity to Hearthstone Meadows, South Carolina, as may be designated by the Board.

2.2 Annual Meetings. The Annual meeting of the Association shall be held once every year, with date, time, & place to be determined by the Board.

2.3 Special Meetings. Special meetings may be called at any time by the President or by the Board of Directors, or upon written request of the Members with a petition signed by at least twenty-five (25%) percent of the total Association vote. A notice of any special meeting shall state the date, time, and place of such meeting and purpose of meeting. No business shall be transacted at a special meeting, except as stated in notice.

2.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice by first class mail, at least thirty(30) days in advance of any annual or regularly scheduled meeting and at least fourteen (14) days in advance of any other meeting, stating the time, place, and purpose of meeting.

2.5 Quorum. The presence, in person or by proxy, of ten (10%) percent of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The

members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

2.6 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months. Every proxy shall automatically cease upon the sale of the lot owner of the home owner(s). Every proxy shall be revocable by (1) appearing at the meeting and voting in person, (2) to filing a valid substitute proxy or cancellation of proxy with the secretary prior to the call to order of the meeting, or (3) conveyance by the member of his lot.

2.7 Action by Members. Except as provided otherwise in the Articles of Incorporation, Declaration, or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment there of notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.8 Suspension of Membership and Voting Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such person/entity may be suspended by the Board of Directors until such assessment has been paid.

2.9 Action By Written Ballot. Any action to be taken at any annual, regular, or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association may not be revoked without the consent of the Board. The results of each action by written ballot shall be certified by the

Secretary and shall be included in the minutes of meetings of members filed in the Association's permanent records.

### ARTICLE 3

#### BOARD OF DIRECTORS: NUMBER, POWER, MEETINGS

3.1 Number. The Board shall consist of at least three (3) members. The board may expand the number of directors to four (4) or five (5) members, which shall be filled by a vote of the members. Board of Directors shall be elected each year and serve for a term of one (1) year or until their successors are elected. Each term will begin after elections are held.

3.2 Enumeration of officers. The officers of this Association shall be a president, vice president, secretary, treasurer, and past president. If a fifth board member is elected they will be an alternate. In the event only 3 board members are elected the secretary and treasurer roles will be combined for one board member.

3.3 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.4 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election or appointed by the board. The officer elected to such a vacancy shall serve for the remainder of the term of the officer replaced.

3.5 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

3.6 Regular Meetings. Meetings of the Board of Directors may be held on a regular basis as often as the Board of Directors see fit, on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors.

3.7 Powers. The Board shall have general charge and management of the affairs, funds, and property of the Association. The board shall have full power and it shall be the Board's duty: (a) To carry out the purposes of the Association according to its Certificate of Incorporation and Bylaws; (b) To determine whether the conduct of any Member is detrimental of the welfare of the Association and to fix a penalty for such misconduct or any violation of these Bylaws or any rules or regulations which may be adopted from time to time by the Board; (c) To suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; (d) To delegate authority to any

officer or Member of the Association from time to time; ( e) To bring in the name of the Association and the name of any Member civil actions and suits for the enforcement of any of the Declaration (as the same may be amended, restated, or supplanted from time to time) and for any complaint, annoyance, or nuisance to any Member of the Association arising in the Property for which a civil or criminal cause of action may exist for abatement, damages or relief; to pay for all costs incident to such actions (including but not limited to court costs and counsel fees); and to defer in the institution of any such action to any Member or other person entitled to bring such action.

3.8 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owners).

#### ARTICLE 4

##### Membership Assessments, Compliance and Enforcement

4.1 Membership Assessments. Membership assessments shall be imposed, collected, and enforced in accordance with the terms of the Declaration as such may be amended from time to time and which are hereby incorporated herein by reference.

4.2 Written Notice. Prior to imposing a monetary fine or suspending voting rights for a violation of the Declaration, Board of Directors of the Association shall provide a written notice to the Owner. Owner has the right to request in writing within ten (10) days of receipt of the notice a hearing before the Board to contest the fine. The right to a hearing to contest any fine or suspension shall be deemed to have been waived if a hearing is not requested in writing within ten (10) days of receipt of notice from Board.

#### ARTICLE 5

##### Insurance

5.1 Association Insurance. The Association shall obtain such public liability insurance and other insurance as the Board of Directors shall deem necessary or appropriate.

5.2 Premiums. Premiums for such insurance shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments.

ARTICLE 6  
Management Agent

6.1 The Board may employ for the Association a professional management agent.

ARTICLE 7  
Miscellaneous

7.1 Notices. All notices to Members and Directors shall be mailed to their addresses as given on the books of the Association.

7.2 Amendments. These Bylaws may be amended upon affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the total Association vote, and the consent of Declarant, so long as Declarant owns any property within the Community.

7.3 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31.

7.4 Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law, the Articles of incorporation, the Declaration, and these Bylaws, the provisions of South Carolina law, the Articles of Incorporation, the Declaration, and the Bylaws (in that order) shall prevail.