

**Lantern Ridge Homeowners Association, Inc.
Covenants and By-Laws Changes
Approved by vote at Annual Homeowners meeting on
February 22, 2020
Declaration of Covenants and Restrictions for the Lantern Ridge
Subdivision**

ARTICLE II

2.2 Business Prohibited

- **Revise Title to state:** "Business Activity Allowed/Prohibited"

- **Delete:** Sentences 1 and 2. No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted.

- **Insert:** Sentences 1 and 2. "An in-home business will be allowed to be conducted electronically/online, as long as such activity does not create any negative impact on safety and traffic flow within the subdivision. No structure at any time situate on the Real Property shall be used for any amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon in any manner, except such signs as are hereinafter permitted."

2.8 Fences, Wall and Hedges

-**Delete:** Sentence 2

-**Insert:** "Any fence which does not violate other provisions contained in these covenants may be erected, placed, or allowed in any area not herein expressly prohibited, provided that such fence conforms to one of the eight (8) types of fences shown on Exhibit "B" attached hereto and incorporated herein by reference, and provided, further, that such fence may be constructed of wood, vinyl, or metal and painted or stained to match or compliment the trim of the dwelling on the same lot, and provide, further, that the location, design, color and material of said fence be approved by the Architectural Committee."

-**Insert at the end of this section:** "Chain-link fencing of any kind, including any animal confinement pens, is expressly prohibited and shall not be constructed or placed on any lot."

2.9 Used Structures

-**Delete:** Complete Section.

2.10 Signs & Advertising

-**Delete:** First sentence of section be modified by deleting the wording "for rent or"

-**Delete:** Second sentence of section be modified by deleting the wording "however, that the Owner/Developer, or any person or entity designated by the Owner/Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Owner/Developer may deem advisable for development purposes, so long as the Owner/Developer continues to own lots in the Subdivision"

2.15: Trailers and Vehicle

-**Delete:** Sentence Three.

-**Insert:** "Recreation or utility vehicles such as boats, travel trailers, motor homes, ATVs, UTVs, utility trailers, etc. must be parked out of view from the street and other property owners, and maintained inside a garage or other detached fully enclosed building that has been approved by the Architectural Committee per HOA Covenants and By-Laws. A grace period of 72 hours applies to the vehicles listed above."

2.29 Unloading of Heavy Equipment and Damaged to Streets

-Delete: All wording in Section 2.29.

-Insert: "Any builder or property owners damaging any of the streets or curbs in said subdivision will be responsible for the cost of repairing such damage. Repair must be completed within 45 days of notice from HOA or be subject to fines and fees designated at time of notification by HOA."

2.38 Miscellaneous

-Delete: All wording in Section 2.38a

-Insert in Section 2.38a: "Provisions must be made by lot owners for off-street parking of their own automobiles and vehicles and those belonging to guests, invitees and other family members, as the parking of such automobiles and vehicles on the street right-of-way for periods of time exceeding forty eight hours during the day or night will not be permitted."

-Delete: All wording in Section 2.38c

-Insert in Section 2.38c: "Except for New Year's Eve and the 4th of July, no fireworks of any kind shall be stored or used on any lot or on the common areas or on any portion of the Subdivision or any public street in the Subdivision. Use of fireworks on the days stipulated will be allowed during the period from 8:00am until 12:30am of the following day."

Delete: All of Section 2.38d

ARTICLE III**3.2: Architectural Members**

Insert: Revise Title to state: Architectural Committee Members

Delete: All wording in Section 3.2.

Insert: "A five member Architectural Committee, made up from among property owners, shall be appointed by the HOA Board of Directors." In the event of the failure or inability for any reason of a member to act, or upon any resignation of a member from the Architectural Committee, the vacancy created shall be filled permanently or temporarily, as necessary, by the HOA Board of Directors. Further, no individual shall serve on the Architectural Committee while serving as an active member of the HOA Board of Directors. Additionally, any member serving on the Architectural Committee submitting a request for approval of a plan related to their own property shall recuse themselves from voting on the matter. The Committee can act with a voting membership between three & five members. In the event of an urgent matter requiring a vote within 30 days of an owners submittal and less than three members are available or active, the HOA President can appoint an HOA Board member to the Committee as a temporary voting member until the vacancy is filled. Committee membership terms shall be 3 years. Chair of the Architectural Committee will be voted on by the committee members annually by simple majority vote."

ARTICLE V**5.1: Reservation**

Delete: "Owner/Developer"

Insert: "Lantern Ridge Homeowners Association"

5.2: Additional Covenants

Delete: "Owner/Developer"

Insert: "Lantern Ridge Homeowners Association"

ARTICLE VI

6.1: Enforcement:

Delete: "Owner/Developer"

Insert: "Lantern Ridge Homeowners Association"

Insert: Insert at end of section: "Any fines, penalties, fees and forfeitures imposed by the HOA Board for violation of the Covenants, By-Laws, Rule and Regulation will be identified in the notice to the lot owner. All violations must be cured by lot owner within 30 days. Should a violation not be corrected to conform with the Covenants, the fine structure will be as follows:

- At time of written Notification of Violation: \$0 (zero)

-30 days after notification with remedy not in place: \$100

-60 days after notification with remedy not in place: \$300 additional fine

-90 days after notification with remedy not in place: \$500 additional fine & property lien filed

-Every succeeding 30 days with remedy not in place: \$500 additional fine.

The HOA Board may also recover all reasonable attorney fees from a lot owner relating to any actions by the Board necessary to enforce any violations."

The HOA Board reserves the right to extend the non-fine period past the 30 days stated above. The HOA Board will only consider doing so (1) upon receipt of a written request from the homeowner (2) when the homeowner is promptly responsive to the initial deficiency notification and further communications (3) when the homeowner provides a reasonable plan with discrete steps, actions, and timeframes for correcting the deficiency.

Discretion to grant an extension of the non-fine period lies solely with the HOA Board and requires approval by a majority of the HOA Board members. The maximum non-fine period grantable by the majority vote of the HOA Board shall not exceed 90 days, except for extreme hardships such as contractor performance or default, legal proceedings related to contractor performance or default, death or serious illness within the household. Such an extension would require approval by a majority of the HOA Board members and a majority of any active members of the Architectural Committee. The maximum non-fine period grantable by the majority vote of the HOA Board and Architectural Committee shall not exceed 365 days.

The HOA Board shall have 14 days to review and respond to a homeowner's request for extension of the non-fine period. Should the HOA Board fail to respond, the homeowner will receive an automatic non-fine period extension of an additional 30 days.

6.2: Loan Requirement:

Delete: "Owner/Developer"

Insert: "Lantern Ridge Homeowners Association"

ARTICLE VIII

8.3: Garbage Containers

Delete: All wording in Section 8.3.

Insert: "All garbage containers shall be placed in an inconspicuous location, preferable at the rear of the home, and kept in a neat manner. If placing the containers at the rear of the home is not feasible, containers may be placed at a side of the lot/home, except for the side immediately facing the street. It is acknowledged that 2 Firelight and 105 Lantern Ridge address homes are corner lots, and therefore placement of the garbage can on the side of the home is allowable, despite technicality that the can is therefore street facing."

ARTICLE X

Section 10.2:

Delete: Sentence 1 and 2.

Insert: Each addressed home in Lantern Ridge Subdivision, whether constructed on a single or double lot, shall be subject to an annual maintenance charge or assessment as set forth in the Annual HOA meeting and shall be due and payable in advance on the January 1st next following the date of closing or purchase of a home in the subdivision and thereafter shall be due and payable in advance on each and every succeeding January 1st.

Section 10.9:

Delete: All wording in Section 10.9.

BY-LAWS

ARTICLE I

Delete: The word "River" for HOA title.

ARTICLE III

Section 5: Voting

Delete: The word "Owner/Developer" on three (3) occurrences within this section.

Insert: The word "Owner" on the same three (3) occurrences within this section.

Section 6: Proxies

Delete: Section commencing at sentence 4, "No proxy shall be honored until delivered to the Secretary of the Association. If at least ten (10) days prior to a duly called meeting, a member is informed by first class U.S. mail or hand delivery by placing the notice in the Member's mailbox of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, and the Member neither attends the meeting nor returns an executed proxy, then such Member shall be deemed to have given his/her/its proxy to and for the majority present and voting."

Insert: Section 4 "No proxy shall be honored until delivered to the Secretary of the Association. If at least ten (10) days prior to a duly called meeting, a member is informed by first-class U.S. mail and/or through electronic transmission of (1) the time and place of the meeting, (2) the agenda for the meeting, and (3) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing or electronic transmission, and the Member neither attends the meeting nor returns an executed proxy, then such Member shall be deemed to have given his/her/its proxy to and for the majority present and voting."

Section 11: Notice of Meeting

Delete: Sentence 1 and 2, beginning with "Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted, shall be given to every Member not fewer than ten (10) nor more than forty five (45) days in advance of the meeting. Notice may be given by first-class U.S. Mail or by hand delivery by placing the notice in the Member's mailbox."

Insert: "Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and in the case of a special meeting, the business proposed to be transacted, shall be provided to every Member not fewer than ten (10) nor more than forty five (45) days in advance of the meeting. Notice shall be provided by first-class U.S. Mail and/or through electronic transmission."

ARTICLE V

Section 4: Election and Term

Delete: Sentence 5, "The Developer shall have the right to appoint and to elect no less than a majority of the membership of the Board so long as the Developer owns a majority of Lots bound by the Covenants."

Section 6: Vacancies

Delete: Sentence 2, "In the event a majority is unable to agree as to the appointment of a new Director, the Developer shall be empowered to fill such vacancy for so long as it is entitled to elect no less than a majority of the Board."

Section 13: Notice of Meetings

Delete: Sentence 2, "Notice may be given by first class U.S. Mail or by hand delivery by placing the notice in the Director's mailbox."

Insert: "Notice shall be given by first-class U.S. Mail and/or through electronic transmission."

ARTICLE VII

Section 9: Payments

Insert after sentence 4: "Non-budgeted spending through use of carryover funds from previous years will be limited to 7% of current years Annual Budget. Spending in excess of the 7% limit will require a majority approval of the HOA Board and owners prior to authorization of spending."

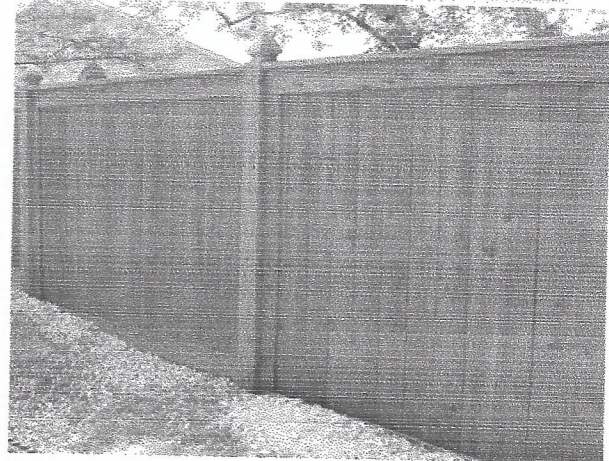
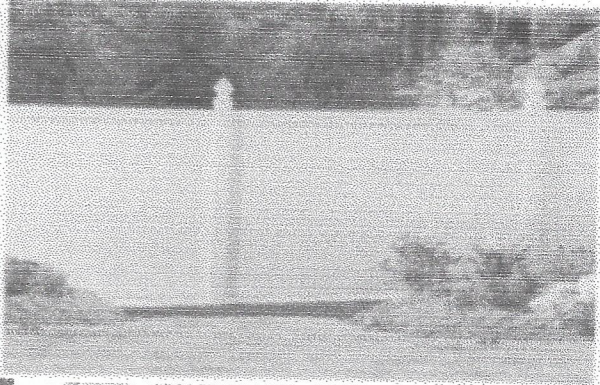
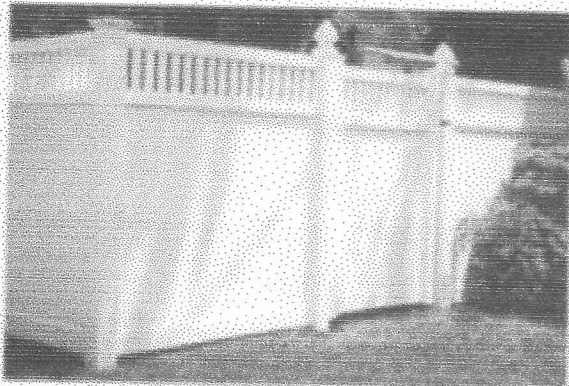
ARTICLE XII

Section 2: Notices

Delete: Sentences 1 and 2.

Insert: "Any notices or documents mailed and/or transmitted electronically at the direction of the Board of Directors shall be deemed delivered to the Member/Owner of such Lot. Any notice or document addressed to the Board of Directors by a Member, delivered by mail and/or electronically transmitted to any Director, shall be deemed delivered to the Board of Directors."

Exhibit B – Lantern Ridge Allowable Types of Fences



IN WITNESS WHEREOF, the undersigned Lantern Ridge Home Owners Association Board of Directors of the Lantern Ridge Subdivision has caused this admendment and revision to the Declaration of Covenants and Restrictions as recorded in Deed Book 6445, at Page 37 et. seq., in the Recorder of Deeds Office for Anderson County, South Carolina and granted in Article V Sections 5.1 & 5.2, dated the 14th day of September, 2004, and voted its approval on February 22, 2020 at the Annual Meeting of the Lantern Ridge Homowners Association, INC.

LANTERN RIDGE HOMEOWNERS' ASSOCIATION, INC

Jara Gibstrap
WITNESS

BY: *[Signature]*
RYAN GRIGSBY, PRESIDENT

Cecilee McCloskey
WITNESS

[Signature]
F. SCOTT FREY, VICE PRESIDENT

[Signature]
ERIC FENIMORE, TREASURER

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, states that (s)he saw the within named LANTERN RIDGE HOMEOWNERS ASSOCIATION, INC, by its duly authorized and acting Board of Directors, sign, seal and as its act and deed deliver the written admendment and revision to the Declaration of Covenants and Restrictions for the Lantern Ridge Subdivision, and that (s)he with the other witness subscribed above, witness the execution thereof.

SWORN to before me this 30
Day of APRIL, 2020

[Signature]
NOTARY SIGNATURE



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FILED, RECORDED, INDEXED
Bk: 14521 Pg: 00248 Pages: 007
Rec Fee: 25.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Wendy Ruffel