

DECLARATION OF PROTECTIVE COVENANTS  
RESTRICTIONS, AND CONDITIONS  
HUNTERS CREEK PLANTATION SUBDIVISION  
GREENWOOD, SOUTH CAROLINA

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STATE OF SOUTH CAROLINA )  
 )  
COUNTIES OF GREENWOOD )  
AND ABBEVILLE )

Filed this 13 day July 10 94  
and recorded in Vol. 393 Page 436  
10:18 AM Pat Demay  
C.C.C.R. AND C.C.C.R. GREENWOOD CO., SC  
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THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 12th day of July, 1994, by SOUTHERN LAND DEVELOPMENT CORPORATION (hereafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in this Declaration and desires to create thereon a limited planned community; and

WHEREAS, the Developer desires to subject the real property described in this Declaration, together with such additions as may hereafter be made, as provided in these Declarations, to the covenants, restrictions, conditions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof;

NOW, THEREFORE, the Developer declares that the real property described in this Declaration, and any such additions thereto as may be hereafter be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed, mortgaged, or otherwise encumbered, given, donated, leased, occupied, and used subject to all of the covenants, restrictions, conditions, easements, charges, liens, and affirmative obligations hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. "Declaration" shall mean the covenants, restrictions, easements, charges, affirmative obligations, and liens, and all other provisions herein set forth in this entire document, as may from time to time be amended.

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*Section 2.* "Supplementary Declaration" shall mean and refer to any declaration of protective covenants, restrictions, and conditions which may be recorded by the Developer, which tends the provisions of this Declaration to one or more parcels or tracts of real property and which contains provisions for such tract or parcel of real property that are complementary to this Declaration.

*Section 3.* "Association" shall mean and refer to Hunters Creek Plantation Homeowners Association, Inc., a South Carolina non-profit corporation.

*Section 4.* "Developer" shall mean and refer to Southern Land Development Corporation, its Successors and/or Assigns.

*Section 5.* "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the properties (as hereinafter defined) filed by the Developer. The term "Lot" shall also include any re-subdivided lot permitted hereunder.

*Section 6.* "Member" shall mean and refer to every person or entity who holds membership in the Association.

*Section 7.* "Property" shall mean and refer to the real property described in this Declaration and subject thereto, together with such other real property as may from time to time be added thereto and subjected to this Declaration or any Supplementary Declaration including, but not limited to, Sections K through U, Hunters Creek Plantation Subdivision, a subdivision located in Abbeville and Greenwood Counties, and may also refer to any parcel or tract included in subdivision of record - regardless of re-subdivision by Developer.

*Section 8.* "Architectural Control Committee" or "Committee" shall mean and refer to that committee appointed by the Developer and having the responsibilities described in Article V hereof.

*Section 9.* "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities of any lot but excluding those having such interest merely as security for the performance of an obligation.

*Section 10.* "Common Area" shall mean all immovable property (including improvements thereto) owned by the Association for the common use and enjoyment of members of the Association owned by the Association at the time of the conveyance of the first lot.

*Section 11.* "Condominium Area" or "High Density Area" shall mean and refer to any tract or parcel of land shown upon the recorded or future subdivision plat or plats of the Property, which is intended for use as a site or sites for condominium regimes or high density residential purposes.

*Section 12.* "Living Unit" shall mean and refer to any structure or portion of a structure situated upon the Property which is designed and intended for use and occupancy as a residence by a single family.



*Section 13.* "Building" shall mean and refer to any Living Unit, garage, carport, or any other structure, including, but not limited to, playhouses, fences, walls, decks, swimming pools, and alterations, additions, and appurtenances to all of the foregoing.

## ARTICLE II PROPERTY RIGHTS

*Section 1. Owners Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to common area which shall be appurtenant to and shall pass with title to every lot as set out hereinbelow, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(B) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

*Section 1. Membership in the Homeowners Association.* Every owner of a lot is subject to assessment and the Developer, its Successors and/or Assigns, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

*Section 2. Voting Membership.* The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot Owner. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be Developer, its Successors and/or Assigns, and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the day of record of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1999.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT OF CHARGES

*Section 1. Creation of Owner's Personal Obligation for Payment of Certain Charges and Assessments.* The Association is authorized to levy and collect charges and costs assessed by it against each lot and the Owner thereof as hereinafter provided. Each Owner, by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay to the Association costs assessed to Owner of Lots as follows:

- (A). Annual assessments or charges, and
- (B). Special assessments or charges for capital improvements, and
- (C). Pre-assessment for start up capitalization of the Homeowners Association, as may be fixed, established and collected by the Association from time to time as hereinafter provided. Each such assessment or charge, together with ten (10%) percent per annum interest thereof from the date of notice to the date of collection, shall be the personal obligation of the person who is the Owner of the lot at the time the assessment or charge was made or became due. This personal obligation for charges already accrued shall pass to his heirs, successors or assigns unless expressly waived or satisfied.

*Section 2. Purpose of Assessments or Charges.* Revenues derived from assessments or charges levied by the Association shall be used exclusively for the recreation, health, safety, and welfare of its members, for improvement and maintenance of the Association's properties and for facilities related to the common benefit of all the members.

*Section 3. Bifurcation of Association Assessments and Charges.* Because of the option in having different size lots and developmental concepts, the Association is bifurcated to the extent necessary to allow the Owners of two (2) groups of lots to provide for separate and distinct amenities, dues, assessments and other provisions related to a particular specified group of lots. The Owners of these separate groups of lots have the right to meet and cast votes as to matters pertaining



solely to their group of lots without reference to the other lot owners. Provided, however, that the Owners of one (1) group of lots may take no unilateral action, affecting the rights, privileges and obligations of the other lots. Matters affecting all lots or the Subdivision in general shall be dealt with by the Association as a whole. A separate accounting system shall be established within the Association in order to properly segregate the assets and liabilities as to each group of lots.

*Section 4. Annual Assessments.* That the initial annual assessment shall become due as of January 4, 1995 and the maximum annual assessment until January 1, 1996 shall be as follows:

- |   |                  |
|---|------------------|
| (A) All lot owners                                | \$200.00 per lot |
| (B) All lots remaining in the<br>Developer's name | \$ 50.00 per lot |

From and after the first day of January, 1996, the maximum annual assessment may be increased above the established rate by a vote of the members. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full. Increases shall have a maximum duration of two (2) years, after which period members may vote in the manner provided hereinafter to reinstate additional increases, provided that any such change shall have either one (1) the written assent of two-thirds (2/3) of the authorized votes of members in lieu of a normal meeting, or two (2) by majority vote of authorized members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

After consideration of maintenance, costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided.

Assessment shall be prorated and collected so that all come due and payable uniformly during the month of January of each year. Upon closing of a sale of a lot, the member shall pay his prorata portion of the remaining year's assessment to the Association. Assessments shall also be prorated as to a lot which was vacant for a portion of an assessment year.

*Section 5. Uniform Rate of Assessment or Charge.* Both regular and special assessments or charges must be fixed at a uniform rate for all lots within each group and shall be collected on an annual basis.

*Section 6. Quorum for any Action Authorized Under Section 3.* At the first meeting called, as provided in Section 4(b) hereof, the presence at the meeting of members (or their proxies) entitled to cast sixty (60%) percent of all the authorized votes of members of the Association (or, in a proper case, a group) shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to written notice of not less than fifteen (15) days before, and



not more than thirty (30) days of the time and purpose of the meeting.

Section 7. Effect of Non-Payment of Assessments or Charges. Remedies of the Association.

Any assessment or charge which is not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the date, the assessment or charge shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum until paid, and may be collected in any lawful manner. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by abandonment of his lot. The Homeowners Association may at its discretion and is hereby empowered to file a Lis Pendens in regard to any such claim or cause of action on the property affected by the same. That should any such legal proceeding at law or equity be necessary, the property Owner shall be liable for any applicable costs and reasonable attorney's fees associated therewith.

**ARTICLE V  
ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee. No building, fence, wall, deck, pool, or dock (for waterfront owners) or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or specifications, showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures, topography by an Architectural Control Committee composed of three (3) representatives initially appointed by Developer. Any subsequent material modification of the exterior of any existing structure shall be subject to approval of the ACC. The first members of the Architectural Control Committee are as follows:

- (1) H. Keith Anderson
- (2) Michael C. Cape
- (3) Herbert R. Anderson, Jr.

Said members of the Architectural Control Committee (ACC) shall serve until replaced or until new members are designated by Developer. The initial address of the ACC is 2117 Highway 72 West, Greenwood, South Carolina 29649.

When Developer no longer owns property within the Subdivision, the ACC shall then be composed of property Owners within the Subdivision who have been elected by a majority of the Owners. These members shall serve a one (1) year term. A majority of the ACC may appoint one (1) representative to act for it.

Before any building may be constructed, erected, altered, or placed on any of the Property, the following information and materials shall be submitted by the Owner or Owner's agent to the Architectural Control Committee (hereinafter collectively referred to as the "Plans"): (i) A site plan showing the lot boundaries, existing topographic features, the proposed location of the Building, the



finished floor elevation, and all proposed site improvements including, but not limited to, utilities, driveways, walkways, drainage features, patios, decks, pools, landscaping, etc.; (ii) Floor plan(s) of the building to a scale of one-fourth (1/4) inch equals one (1) foot, fully dimensioned; (iii) North, South, East and West exterior elevation drawings of the Building at the same scale as the plan(s), together with a schedule listing the proposed exterior materials and colors; (iv) Exterior materials and color samples or complete manufacturer's information for all proposed exterior building materials; (v) a construction schedule; and (vi) Any other information that the Architectural Control Committee may reasonably require. One (1) copy of the Plans will be retained by the Committee for its records.

Within fifteen (15) days after the receipt of the Plans, the ACC shall determine whether the proposed building will be of suitable quality of workmanship and materials, and whether the proposed exterior design, location and elevation of the building will be harmonious with existing buildings and topography. After making such determination, the ACC shall do one of the following, which action must be approved by a majority of its members:

(a) Approve in writing the construction of the Building in which event the Owner may commence construction of a Building in accordance with the information and materials furnished to the ACC. The ACC shall, however, have the authority to condition such approval upon the preservation of certain trees which may not be cleared or removed in connection with the construction work to be performed on said Lot. In the event the ACC does condition its approval of the construction of any Building upon the preservation of certain trees, it shall furnish the Owner with a site plan indicating which trees are required to be so preserved, or it shall physically indicate on the Lot which trees are to be so preserved.

(b) Disapprove in Writing the construction of the Building, stating the cause of such disapproval. In the event the ACC disapproves the proposed construction of any Building on any Lot, no building may be erected or placed on the said Lot without the Plans being resubmitted to the Architectural Control Committee by the Owner of said Lot, and the ACC approving such construction in accordance with the procedure set forth herein. The Committee may refuse to approve the Plans of any building for any reason, including purely aesthetic considerations, which in the sole discretion of the Committee, has a reasonable basis in this Declaration.

(c) In the event the ACC shall fail to approve or disapprove in writing the Plans which the Owner or the Owner's agent has submitted within the said fifteen (15) day period, then the Owner shall thereupon be deemed to be authorized to commence construction of the proposed Building on the said Lot, provided that all construction work so performed on the Lot shall be only in accordance with the Plans submitted.

(d) In order to observe that all construction and all alteration work is performed in accordance with the Plans approved for such purpose by the ACC, the ACC, its



agents and representatives, shall be permitted to enter upon any Lot and any portion of the Property from time to time while any construction or alteration work is in progress and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each Lot shall be subject to an easement, exercisable by each and every member of the ACC, and the agents and representatives, shall be permitted to enter upon any Lot and any portion of the property from time to time while any construction or alteration work is in progress and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each Lot shall be subject to an easement, exercisable by each and every member of the ACC, and the agents and representatives of the ACC, to enter and go upon each Lot for the purpose of inspecting all improvements being constructed or altered thereon.

The ACC may charge a fee of One Hundred and NO/100ths (\$100.00) Dollars per one thousand (1,000) square feet with a maximum of Two Hundred Fifty and NO/100ths (\$250.00) Dollars if plans are submitted after foundation construction has begun.

**ARTICLE VI  
RESIDENTIAL USE**

No Lot shall be used except for single-family, residential purposes. Only one Living Unit may be erected on any Lot, other than in those areas specifically designated on recorded or future plats of the Property as Condominium or High Density Areas.

**ARTICLE VII  
EASEMENTS**

The Developer reserves unto himself, his successors and assigns, perpetual, alienable and releasable easements and rights-of-way on, over and under the ground, as shown on the recorded subdivision plat or plats of the Property, including the areas shown thereon rights-of-way for streets and roadways to construct, erect, install, maintain and use electric and telephone poles, wires, cables, conduits, pipes, sanitary sewers, water mains, storm drains, and other suitable equipment for the use and conveyance of electricity, cable televisions, security cable equipment, telephone, gas, water, sewer, or other private or public conveniences or utilities. There also shall be a permanent easement, in favor of each Lot, for the purpose of providing connection of that Lot with the utility installation, storm drainage, and sanitary sewer facilities most convenient thereto. In addition, all Lots where natural drainage occurs, or where drainage pipes have been installed, are subject to a drainage easement sufficient to properly maintain drainage. The Developer, in its discretion, and at its expense, may open, enlarge and maintain all natural drains for surface water whenever and wherever such action may appear to the Developer to be desirable or necessary to enhance or maintain reasonable standards of health, safety and appearance. No Building shall be erected over any area reserved above, nor shall any Owner change or alter such reserved areas in any manner that would

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or could change the drainage plan for the Lot or the Property.

### RESTRICTIVE COVENANTS

1. *Land Use and Building Type.* No lot shall be used except for single family residential purposes. No commercial activity is allowed. No building shall be erected, altered, placed or permitted to remain on any lot unless approved by the ACC. No dwelling shall exceed two and one-half (2 1/2) stories in height.

2. *Dwelling Size.* The minimum heated floor area for residences, excluding exterior storage (attached or detached), open porches, breezeways, garages and carports is Eighteen Hundred (1800) square feet for a one (1) level dwelling with a double garage and Two Thousand (2000) square feet for a one (1) level dwelling with no garage and Two Thousand (2000) square feet for a two (2) level dwelling with a double garage and Two Thousand Two Hundred (2200) square feet for a two (2) level dwelling with no garage.

Developer reserves the right to amend these sizes in the event that a group of lots or parcel is set apart for development in association with Section 3, Article IV.

### 3. *Building Location.*

A. Minimum setback lines as related to the front, side, and rear lot lines are established as follows:

- (a) Front - forty (40) feet
- (b) Side - twenty (20) feet
- (c) Rear - fifty (50) feet

For the purpose of this covenant, eaves, steps, terraces, patios, swimming pools, walls, fences, and open porches shall not be considered part of a building; provided, however, that this shall not be construed to permit any portion of the building to encroach upon another lot. In case of conflict between the setback lines on the recorded plat and these covenants, the latter is to prevail. Upon application to the ACC and upon showing a hardship, i.e. unusual topography or other warranting condition, it may grant a variance as to any required setback, not to exceed twenty (20%) percent of that required. No obstruction to visibility at street intersections shall be permitted.

B. Owners of contiguous lots may, subject to the ACC approval, disregard the side setback requirement along his common lot line, provided no established or proposed easement is affected thereby.

4. *Appurtenant Buildings.* No more than one (1) appurtenant detached building(s) shall be allowed on any lot. Any such building shall conform to the main residence in design and material.

No such building shall be used at any time for human occupancy. Any appurtenant building shall be approved by the ACC.

5 *Grounds*. The Architectural Control Committee may require the retention of certain trees which do not interfere with construction in order to maintain the natural beauty of the area.

Lots contiguous to a golf fairway shall not be planted with St. Augustine or Centipede grass unless a physical barrier is present to prevent such grasses from encroaching into the fairway.

6 *Resubdivision of Lots*. No lot shall be resubdivided into additional lots (resubdivided lots), however, lots may be resubdivided so as to decrease the total number of lots. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one (1) lot. Developer may resubdivide a parcel for developmental purposes.

7 *Landscaping*. The yards of all residences must be landscaped, within sixty (60) days of completion of construction, in a manner which is compatible with surrounding residences. That a design of the same shall be submitted to the ACC for approval.

8 *Nuisances*. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon the properties, nor shall any nuisance or odor be permitted to exist or operate upon or arise from the properties, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other of the properties. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed on the properties. Any Owner responsible, either through himself or his family, tenants, guests, employees or agents, for the creation of any unsightly or unsanitary condition on any portion of the properties including the dumping of trash or other debris, and who shall fail to remedy such condition, shall be liable to the Association for the cost of correcting any such condition and such cost shall be added to and become a part of the assessments of such Owner which are next due and payable.

9 *Golf Course*. All members are aware that their lots and residences are located in proximity to Hunters Creek Planation's golf course. It is a duty of membership that no activity is to be conducted in the Subdivision which detracts from the quality of golf play. Members are also obligated to deter their families, tenants, guests, invitees and pets from engaging in any activity which will violate this Covenant. Specifically, but without limitation, the following acts are prohibited.

- A. Burning materials which cause excessive smoke to blow onto the golf course;
- B. Excessive noise which detracts from golf play;
- C. Allowing pets to go onto the golf course;



D. Allowing pets to go unleashed when not on Owner's lot.

All members are aware and take notice of the hazards associated with living near a golf course. All members, for themselves, their family, tenants, guests, employees, or any other person on the property through the authority of the member hereby assume all risks incident thereto and agree to hold the Developer, Hunters Creek Plantation, its membership, and all others harmless and indemnify them against any claim for injury to person or damage to property arising out of the golf course activity.

10. *Other Structures.* No trailer, detached basement, tent, shack, garage, barn or other outbuilding erected in accordance with these covenants in the Subdivision shall at any time be used as a residence, temporarily or otherwise, nor shall any structure of a temporary character be used as a residence.

11. *Maintenance.* It is a part of the plan of development that all properties, together with improvements, be maintained in an attractive condition at all times.

If a maintenance deficiency is found to exist by the Association, either as to an Owner's lot or buildings, a written notice specifying such defects shall be mailed to the lot Owner by certified mail, return receipt requested. The notice shall give a reasonable time, not to exceed ninety (90) days, for the Owner to remedy the deficiency at the Owner's expense. Should the Owner refuse or fail to comply, the Association may employ and pay persons or firms to correct the deficiency, and the cost thereof shall be added to and become a part of the assessments of such Owner which are next due and payable. The Association is given the authority to enforce such maintenance. The Association shall have the same rights and remedies for the enforcement of the within section as heretofore set out in Article IV, Section 7.

12. *Pets, livestock and other Animals.* No animals, livestock, poultry, exotic cats and other animals of any kind shall be kept, bred, or housed on any lot, except that of companion pets such as dogs, domesticated cats, fish, birds and other small mammals. Pets must be on leash or carried when not within the boundaries of its Owner's lot.

13. *Parking/Vehicles.* Off street parking and all driveways must be concrete or constructed with materials approved by the ACC. No inoperable vehicle or vehicle without current registration, no trailers, trucks weighing in excess of three-quarter (3/4) ton, buses, commercial vehicles of any kind will be permitted to be kept parked overnight on any street or any lot. Each Owner shall provide screened, off-street parking space for not less than two (2) automobiles prior to the occupancy of any Living Unit constructed on lot.

Recreational vehicles such as motorhomes, boats, campers, may be parked on a lot for a maximum period of seventy-two (72) hours. Any recreational vehicle being stored must be stored within enclosed garages or storage facilities in conjunction with restrictions to such. No vehicle of any size transporting explosive or other hazardous material will be allowed in subdivision.



14. *Signs.* No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than four (4) square feet, advertising the property for sale or lease, or signs used by a builder to advertise the property during the construction and sales period. No sign, other than those approved by Developer shall be permitted until January 1, 1995 and thereafter by the ACC.

15. *Antenna/Satellite Dish.* No satellite dish or excessive antennas shall be permitted on any lot without prior written approval from the Architectural Control Committee (ACC). No radio or television antenna having power in excess of one-half (1/2) watt shall be permitted without written permission by the ACC.

16. *Driveways and Walkways.* Driveways and/or walk ways will be constructed of concrete, exposed aggregate concrete or with materials approved by the ACC. The driveway shall be constructed in such manner as to provide an attractive transitional radius from the street into the driveway entrance and shall prevent escape of drainage water from the street onto the lots. Any other materials must be approved in writing by the ACC.

17. *Mailboxes.* An attractive design for mailbox holders shall be required by the Architectural Control Committee. This design will be standard for the entire subdivision and must be built according to the specifications of the plan, designated by the ACC.

18. *Easements.* Easements for the installation and maintenance of utilities or drainage facilities are reserved. Easements to allow equipment for maintaining the golf course are also reserved.

19. *Mining Operations.* In no way will drilling, quarrying or mining operations of any kind be allowed on any of the lots.

20. *Tanks, Garbage and Refuse Disposal.* All garbage or trash containers, oil tanks, bottled gas tanks and the likes must be underground or placed in properly ventilated walled-in areas, so they are not visible by surrounding or adjoining properties. "Roll-Out" garbage racks or containers shall be the only permissible garbage bins and shall be visible on garbage collection day only.

21. *Clothes Lines.* No outdoor clothes lines may be erected where they are visible from street, adjoining properties or the golf course.

22. *Fencing.* No fence, hedge, wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted on the road front or at any corner within the triangular area formed by the street property lines. No fencing shall be allowed between the fairway of the golf course (or any portion thereof) and a lot. No fencing shall be allowed where it prohibits a full view of the course from adjoining lots. Fences may be placed upon lots, with exceptions above, as approved by the ACC. The fence, however, if solid, has a maximum height of forty-eight (48") inches. Should a fence be constructed so that it is more than forty-eight (48") inches high, then that portion of fence above forty-eight (48") inches shall be of open



work so that the view shall be at least fifty (50%) percent unobstructed by vegetation or otherwise. No chain length fence or other commercial fence shall be allowed. Applications and specifications for fences will be reviewed and subject to the approval of the ACC.

24. *Construction of New Buildings.* Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing buildings onto a lot and remodeling or converting same into a dwelling unit in this Subdivision.

25. *Water Supply.* No individual water supply system shall be permitted on any lot. Hunters Creek Plantation shall have city water service available at each lot. No lots or lot Owners shall use any of the golf course's or subdivision's bodies of water for any irrigation or water supply.

26. *Water Vehicles.* No motorized (electric or gas) shall be permitted in the lake or any other body of water within this Subdivision with the exception of small electric motors which are customarily used on Jon boats. Canoes, paddle boats, etc. may be used.

27. *Term and Amendment.* These covenants are to run with the land and shall be binding to all persons claiming under them for a period of twenty-five (25) years from the date the covenants are recorded, unless during such period those persons or firms owning a majority of the lost or voting stock shall have signed and caused to be recorded in the conveyance recorded in Greenwood County and Abbeville County, South Carolina, an instrument changing these Covenants in whole or in part. If no such instrument has been recorded within the stated twenty-five (25) year period, these covenants shall be automatically extended for successive periods of ten (10) years each, unless same be changed by the Owners of a majority of the lots substantially affected by such changes in covenants has been recorded, agreeing to change covenants in whole or in part.

28. *Conformance to Zoning.* No lot, including any improvements thereon, may be used in a manner which is not in conformity with all zoning ordinances and rules of a governmental authority having jurisdiction.

29. *Enforcement.* This Declaration may be enforced by the Owner of any Lot or any portion of the Property, or the Developer and such enforcement shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation including, but not limited to, specific performance or injunctive relief or to recover damages. The failure by any Owner to enforce any covenant, restriction, or condition set forth in this Declaration shall in no event be deemed a waiver of a right to do so thereafter.

30. *Liability.* Southern Land Development Corporation shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than itself.

31. *Severability.* Invalidation of any one of these covenants by judgment or Court Order

shall in no way affect any of the other provisions which shall remain in full force and effect.

32. *Roads.* There shall be no driveways or connecting roads for ingress or egress from the within property to any highway or road including, but not limited to, Highway 72 Bypass, Old Abbeville Highway, New Abbeville Highway, Woodlawn Road or Lollis Road, other than those specifically laid out and paved in the within Subdivision.

33. *Neatness.* It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of Buildings or grounds which shall tend to substantially decrease the beauty of any specific Lot, or the Property or the neighborhood as a whole. In the event of the failure of an Owner to maintain his Lot as herein described, the Association shall give the Owner a thirty (30) day written notice to correct the same and in the event he does not, the Association shall attend to the same and charge the Owner a minimum of One Hundred and No/100ths (\$100.00) Dollars. The Association shall have the same rights and remedies for the enforcement of the within Section as heretofore set out in Article IV, Section 7.

The property herein restricted is described as follows: All those certain pieces, parcels or lots of land shown and designated as Sections K, L, M, S, T, and U of Hunter's Creek Plantation Subdivision on plats prepared by Thomas M. Stribling of date April 25, 1994 and recorded in Plat Book 84, at Pages 32 through 37 in the Office of the Clerk of Court for Greenwood County and Sections K, M, N, O, P, Q, R and S of Hunter's Creek Plantation Subdivision on plats prepared by Thomas M. Stribling of date April 25, 1994 and recorded in Plat Book \_\_\_ at Pages \_\_\_ through \_\_\_ in the Office of the Clerk of Court for Abbeville County. Reference is made to the aforesaid plats for a more full and accurate description.

IN WITNESS WHEREOF, SOUTHERN LAND DEVELOPMENT CORPORATION a South Carolina Corporation, has caused these presents to execute in its name and as its corporate act and deed and has caused its Corporate Seal to be affixed hereto, this 12th day of July, 1994.

In the Presence of:

Debra W Sanders  
Sandra W Mease

Southern Land Development Corporation

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENWOOD     )

PROBATE

PRACHT & WYNDHAM  
P. O. BOX 148  
GREENWOOD, S. C.  
29646



PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within-named *Southern Land Development Corporation* by Herbert R. Anderson, Jr., its President and Kimberly A. Cape, its Secretary, sign, seal and as its act and deed, deliver the within written Declaration of Protective Covenants, Restrictions and Conditions of Hunters Creek Plantation Subdivision and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Silvia W Sanders

SWORN to before me this 12th day of July, 1994.

Sandra W Moore (L.S.)

Notary Public for South Carolina

My Commission Expires: 11/7/96

FRACHT  
&  
WYNDHAM  
P. O. BOX 148  
GREENWOOD, S. C.  
29646

AMENDMENT TO THE  
DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND CONDITIONS OF  
HUNTER'S CREEK PLANTATION SUBDIVISION

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENWOOD )  
COUNTY OF ABBEVILLE )

Filed this 13 day Jan. 1998  
and recorded in Vol. 583 Page 306  
P. M. R. S. C. 7-20  
C.C.C.P. AND C.C.C.R. 1998  
TM # \_\_\_\_\_

In accordance with the terms contained in the Protective Covenants, Restrictions and Conditions of Hunter's Creek Plantation Subdivision, dated May 28, 1993 and contained in Deed Book 381 at Page 892 for Greenwood County (Sections A through H) and those dated July 12, 1994 and recorded in Deed Book 393 at Page 436 for Greenwood County and recorded in Deed Book 186 at Page 236 for Abbeville County (Sections K, L, M, N, O, P, Q, R, S, T, and U).

A majority of the lot owners and voting stock do hereby amend the Covenants, Restrictions and Conditions as follows:

Article V, Section 1, is amended by adding the following language:

The number of Architectural Control Committee is increased from three (3) to five (5) members, hereinafter referred to as the ACC (Architectural Control Committee).

Article V, Section 1, the following language shall be added after the last paragraph of said section:

The Architectural Control Committee is empowered to levy fines for starting construction without approval, removing trees without approval, breking sign covenants, and failure to provide the following:

- A. On site dumpsters during construction.
- B. Portable toilet.
- C. Proper silt fencing;

or, having an unsightly building site and/or mud, trash, stone or debris in road or on adjacent lots. All fines or charges so assessed are subject to collection and payment as provided in Article 4, Section 7.

PNW



*Article 7, Restrictive Covenants*

*Section 11*, the following language shall be added after the last paragraph of said section:

This covenant is enforceable by the Architectural Control Committee at their discretion including assessments, fines or legal action. All fines or charges so assessed are subject to collection and payment as provided in Article 4, Section 7.

*Article 7, Restrictive Covenants*

*Section 12*, the following language shall be added after the last paragraph of said section:

The following Breeds of dogs are prohibited in Hunter's Creek Plantation Subdivision:

- A. Pit Bulls;
- B. Rottweilers;
- C. Mastiffs;
- D. Dobermans; or
- E. or any other animal deemed vicious, dangerously aggressive or refractory.

*Article 7, Restrictive Covenants*

*Section 14*, is replaced in its entirety with the following language:

*Signs:* There shall be no signs placed on vacant lots with the exception of a sign 8"X8" not more than one foot (1') high off the ground, identifying the lot, section and number. Any other sign on a lot with a dwelling either under construction or completed must have a sign that is expressly approved in writing by the Architectural Control Committee. All fines or charges so assessed for violation of this section are subject to collection and payment as provided in Article 4, Section 7.

*Article 7, Restrictive Covenants*

*Section 25*, the following language shall be added after the last paragraph of said section:

The only exception to this section is the construction of a well for irrigation purposes only.

*Article 7, Restrictive Covenants*

*Section 27*,

A clerical correction in the Restrictive Covenants, page (13) thirteen, paragraph 27, at the end of line three (3), shall replace the word "lot" with the word "lots".

307



The above Amendments or Corrections are hereby approved by the following owners/voters of the lots in said subdivision, the same owning over Fifty (50%) percent of the lots contained therein.

Executed this 9th day of January, 1998.

In the Presence of:

SOUTHERN LAND DEVELOPMENT CORPORATION

Jed B Wyndham  
Quarles L Taylor

By: Herbert R. Anderson, Jr.  
Its: President

Herbert R. Anderson, Jr.  
HERBERT R. ANDERSON, JR.

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF GREENWOOD )

**PERSONALLY** appeared the undersigned witness and made oath that (s)he saw the within named Southern Land Development Corporation and Herbert R. Anderson, Jr., sign, seal and as its/his act and deed deliver the within written Amendment to the Declaration of Protective Covenants, Restrictions and Conditions of Hunter's Creek Plantation Subdivision, and that (s)he, with the other witness subscribed above witnessed the execution thereof.

**SWORN** to before me this 9  
day of January, 1998.

Jed B Wyndham

Quarles L Taylor (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 3/20/05

38



STATE OF SOUTH CAROLINA  
  
COUNTY OF GREENWOOD  
  
COUNTY OF ABBEVILLE

AMENDMENT TO THE DECLARATIONS OF  
PROTECTIVE COVENANTS, RESTRICTIONS AND  
CONDITIONS HUNTER'S CREEK PLANTATION  
SUBDIVISION GREENWOOD, SOUTH CAROLINA  
(Original Covenants recorded in Greenwood County Deed  
Books 382 at Page 892 and 393 at Page 436 and Abbeville  
County Deed Book 186 at Page 236)

THIS AMENDMENT TO THE DECLARATIONS OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS HUNTER'S CREEK PLANTATION SUBDIVISION GREENWOOD, SOUTH CAROLINA (the "*Amendment*") is made on the Execution Date (hereinafter defined) by the Owners of Hunter's Creek Plantation Subdivision.

WHEREAS, THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTION AND CONDITIONS HUNTER'S CREEK PLANTATION SUBDIVISION GREENWOOD, SOUTH CAROLINA, dated May 28, 1993, and recorded June 16, 1993, in the Office of the Register of Deeds for Greenwood County in Deed Book 381 at Page 892 (the "*Phases A-H Declaration*"); and THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTION AND CONDITIONS HUNTER'S CREEK PLANTATION SUBDIVISION GREENWOOD, SOUTH CAROLINA, dated July 12, 1994, and recorded July 13, 1994, in the Office of the Register of Deeds for Greenwood County in Deed Book 393 at Page 436, and in the Office of the Register of Deeds for Abbeville County in Deed Book 186 at 236 (the "*Phases K-U Declaration*"), (collectively the "*Declarations*"); and

WHEREAS, pursuant to Restrictive Covenants Paragraph 27 of the Declarations, the Declarations may be changed by an instrument signed by Owners of a majority of Lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that having met the foregoing requirements, the Lot Owners hereby declare that the Declarations are amended as follows:

**1. Delete Article I, Section 3 and replace with the following:**

3. "Association" shall mean and refer to Hunter's Creek Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**2. Article I. Definitions, Section 5. Shall be deleted in its entirety and replaced with the following:**

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and the term "Lot" shall be used synonymously throughout Declarations as the term "tax parcel" as defined by the Governments of the Counties of Greenwood and Abbeville.

**3. Delete Article III, Section 1 and Section 2 and replace with the following:**

1. Membership. It is mandatory that every person or entity who is an Owner of any Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. Voting Membership. The Association shall have one (1) class of voting membership. All Owners,



including the Developer, shall be Members of the Association and shall be entitled to one (1) vote for each Lot they own. When more than one (1) person holds such interest or interests in any Lot, the entire vote attributable to such Lot shall be exercised by one (1) individual who is duly authorized in writing by all of the Owners of that Lot. In no event shall more than one (1) vote or a partial vote be cast with respect to any such Lot. When more than one person holds such an interest or interests in a Lot, it shall be the responsibility of those Owners to provide the Association with written notification, with the signatures of all of those persons owning an interest in the Lot affixed, of the name and mailing address of that person authorized to receive notification from the Association and to cast said vote.

**4. Delete Article IV in its entirety and replace with the following:**

**ARTICLE IV  
ASSESSMENTS**

1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed by the Board of Directors (which shall not be subject to the Uniform Rate of Assessments provision herein). All such assessments, together with late charges, interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due, and costs, including, without limitation, reasonable attorney's fees incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made in favor of the Association and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Community is located. All other Persons acquiring liens or encumbrances on any Lot after this Amendment shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, costs, including, without limitation reasonable attorney's fees incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

3. Computation. The Board will prepare and approve an estimated annual budget for each



fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an owner of each Lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The Board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest, not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorney's fees incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage or convey the same.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

6. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments.

7. Assessments Pertaining to the Special Tax District Collection Method utilized by

Greenwood and Abbeville Counties. Assessments on all Lots shall be assessed and collected in accordance with the Special Tax District method of collecting tax assessments utilized by the Governments of the Counties of Greenwood and Abbeville. Assessments shall be levied against each tax parcel ("Lot" herein) as identified by the respective County. In the event that the Governments of the Counties of Greenwood and Abbeville cease to utilize the Special Tax District method of collecting tax assessments, the Board of Directors shall establish the appropriate method for establishing annual assessments and their collections, so long as such methods do not conflict with Local, State, or Federal law.

**5. Delete Section 6 of the Restrictive Covenants in its entirety and replace with the following:**

6. Resubdivision of Lots. Unless expressly approved by the Association's Board of Directors, no Lot Owner shall resubdivide or combine any Lot(s). No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one (1) Lot. Developer may resubdivide Lots previously combined only to the extent necessary to return to original Lot boundaries contained in the original recorded development plats.

**6. Delete Section 15 of the Restrictive Covenants in its entirety and replace with the following:**

15. Antennas. Except as prohibited by law, including, without limitation, 47 U.S.C. § 303 NT, and related FCC Rules, 47 C.F.R. § 1.4000 (which limits, but does not entirely prohibit, control by the Association of the size and location of certain antennas and satellite dishes), no radio or television transmission or reception towers, or the like may be erected on any portion of a Lot except in preferred locations specified by the Board of Directors, in its sole discretion, as defined in the Rules and Regulations.

**7. Delete Section 27 of the Restrictive Covenants in its entirety and replace with the following:**

27. Amendment. This Declaration, including without limitation, the covenants, restrictions, easements, charges, and liens set forth herein, may be amended, amended and restated, changed, added to, derogated or deleted at any time and from time to time upon the affirmative vote of Owners holding not less than a majority of votes of the Association.

**8. Delete Section 29 of the Restrictive Covenants in its entirety and replace with the following:**

29. Enforcement. Enforcement of the Declaration, Bylaws, and the Rules and Regulations, in addition to any other remedy set out herein, may be carried out by the Association or any Owner through arbitration or any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, Bylaws, or Rules and Regulations, either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Association or any Owner to enforce any covenant or restriction herein contained or contained in the Covenants or Bylaws or to enforce any of the Rules and Regulations shall in no event be deemed a waiver of a right to do so thereafter. In the event the Association exercises said enforcement powers, including but not limited to the levying a Specific Assessment, all costs incurred by the Association, including reasonable attorneys' fees, shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by the Association against said Lot Owner, if applicable.

In addition to the foregoing, the Association may levy against the Owner of the Lot a reasonable monetary fine, and such fine shall constitute a lien upon the Lot. All costs incurred by the Association in enforcing the Declaration, Bylaws, Architectural Guidelines, and Rules and Regulations, including reasonable



attorneys' fees, shall be the responsibility of the Lot Owner against whom enforcement was sought and shall be a lien against said Lot Owner.

**9. Add a new Section 34 to the Restrictive Covenants as follows:**

34. Solar Panels. No solar screen/panel shall be permitted on any Lot without prior written approval from the Architectural Control Committee. Such installation shall be completed pursuant to the Architectural Guidelines which may be established and modified from time to time by the Board of Directors or Architectural Control Committee.

**10. So as to reflect the concept that the Committee members may, from time to time, change, Delete the following text from the last sentence of Paragraph 1, Article V, Section , which formerly read:**

“The first members of the Architectural Control Committee are as follows:

- (1) K. Keith Anderson
- (2) Joe Prothro
- (3) Vicki Hollingsworth”...

**11. Article V, Section 1, Paragraph 5, which formerly read:**

“Within fifteen (15) days after the receipt of the Plans, the ACC shall determine...”

**Shall be amended as follows:**

“Within thirty (30) days after the receipt of the Plans, the ACC shall determine...”

**12. An additional Paragraph shall be inserted between the former Paragraphs 4 and 5 of Article V, Section 1 that refer to Remodels, the language shall be as follows:**

Any person desiring to make any improvement, alteration or other exterior changes to an existing structure or Lot (hereinafter “exterior alteration”), as described in the above Paragraph, must first receive approval from the Architectural Control Committee. An Owner or an Owner’s Agent must submit the type of improvement, alteration, or other exterior change and materials to be used (hereinafter “Remodel Plans”) to the Architectural Control Committee. Along with the aforementioned information, the Remodel Plans must include (i) A site plan showing the Lot boundaries, existing topographic features, (ii) if applicable, floor plans of the original structure and blueprints of the proposed remodel, (iii) a schedule listing the proposed exterior material and colors, (iv) Exterior materials and color samples or complete manufacturer’s information for all proposed exterior building materials, (v) a construction schedule of the exterior alteration, (vi) and any other information that the Architectural Control Committee may reasonably require. One (1) copy of the Remodel Plans will be retained by the Committee for its records.

**All capitalized terms not defined herein shall have the meaning set forth in the Covenants.**

**If any term or condition of this Amendment conflicts with the terms or conditions of the Covenants,**

**the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Covenants shall remain in full force and effect.**

**Declarations and Amendment shall be considered sealed instruments pursuant to SC Code 15-3-520.**

**Therefore, the above are annexed into the Covenants and become a part hereof.**

[SIGNATURE PAGES TO FOLLOW]