

Document Prepared by:
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Blvd, Ste 250
Columbia, SC 29072
File no. 22017.1

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

SECOND AMENDEDMENT TO DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

(Cross Reference: Original Declaration of Covenants, Conditions, & Restrictions, recorded in Deed Book 2630, at Page 5494. First Amendment to Declaration of Covenants, Conditions & Restrictions, recorded in Deed Book 2637 at Page 2235)

THIS SECOND AMENDEDMENT TO DECLARATION OF COVENANTS, CONDITONS & RESTRICTIONS (the "Second Amendment") is hereby made and published this 7th day of February, 2021 by Charlie B. Bridwell, John Dale Forrester, Gabriela Franze, Todd Lanthier, Waylon Scott Culberson and Anne Scavillo Culberson (hereinafter, "Declarants").

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS were recorded in the Office of the Register of Deeds for Greenville County on July 27, 201 in Deed Book 2630 at page 5494 (the "Declaration"); and

WHEREAS, the Original Declaration was amended by the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS which were recorded in the Office of the Register of Deeds for Greenville County on October 5, 2021 in Deed Book 2637 at page 2235 (the "First Amendment"); and

WHEREAS, the Declarants have not transferred any of the real property subject to the Declaration of Covenants, Conditions, & Restrictions to any other parties; and

WHEREAS, the Declarants now desire to amend the Declaration as contained herein.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned parties and each and every subsequent owner of any of the property subject to the Declaration, Declarants do hereby amend the Declaration of Covenants, Conditions, & Restrictions as follows, to-wit:

1. The Following provision is hereby added:

Definitions.

A. **Tract.** Tract means and includes Tract 1, Tract 2, Tract 3 and/or Tract 4 as shown and designated upon a plat for Charlie B. Bridwell and John Dale Forrester by Lindsey & Associates, Inc. dated December 20, 2006, and recorded on March 5, 2021 in Plat Book 1391 at Page 0074 in the Office of the Register of Deeds for Greenville County, and any portion thereof if subdivided.

2. Article III of the Declaration is deleted in its entirety and replaced with the following:

III. **Enforcement.** These covenants may be enforced by a proceeding in law or in equity, initiated by the Declarants, or by any subsequent owner of a Tract of land on the Property. Such action may be to restrain a violation, remove a violation, or to recover damages resulting from such violation.

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The prevailing party of such action will be entitled to full reimbursement of its attorneys fees and costs associated with the action.

3. Article XI of the Declaration is deleted in its entirety and replaced with the following:

XI. OWNERSHIP, MAINTENANCE, AND FINANCIAL RESPONSIBILITY FOR RESOURCES CONCERNING ALL TRACTS UPON THE PROPERTY

Shared Expenses. Each Owner of any Tract by acceptance of a deed therefor, whether or not it be so expressed in such deed, jointly and severally, covenants and agrees to pay its pro-rata share of expenses as hereinafter provided. Such pro-rata share of such expenses, together with interest, not to exceed eighteen percent (18%) per annum, and all costs of collection, including, without limitation, reasonable attorneys fees and costs incurred, will be a charge on the land and will be a continuing lien upon the Tract against which each pro-rata share of the expenses is apportioned as hereinafter provided. Any owner of a Tract will be entitled to file a document evidencing such lien in the land records of Greenville County. Such lien will be superior to all other liens and encumbrances on such Tract, 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 Greenville County. Each owner shall also be personally liable for the portion of expenses attributable to their Tract coming due while the owner of a Tract, 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

Electrical Lines. Scott and Anne Culberson (collectively, "the Culbersons") agree to bring electrical lines to the end of Pittman Creek Court Road. Future owners of Tract 1, Tract 3, and Tract 4 or any portion of Tract 1, Tract 3, and Tract 4 if subdivided, who tap into the electrical lines are to reimburse the Culbersons, their successor and assigns, for their equal and proportional share of the cost of the electricity and any required maintenance or repair work necessary on the electrical lines. Each owner of a Tract is responsible for the cost of connecting the owner's Tract to the electrical line, including the cost of any equipment or materials necessary to make the connection.

Road Expenses. Each owner of a Tract that uses the Road to access his or her Tract covenants and agrees to pay its pro-rata share of the maintenance, upkeep, repair, non-essential work, or improvement expenses of Pittman Creek Court Road ("the Road"). The Road is currently a gravel road running perpendicular to S.C. HWY 414 and extends throughout the Property, running adjacent to Tract 1, Tract 2, Tract 3, and Tract 4. Maintenance costs of the Road will be divided amongst the Tracts that are accessed using the Road. Owners of Tracts who do not use the Road to access his or her Tract will not be responsible for any Road expenses, as hereinafter provided. The provision "a." below applies only to those Tracts whose owner uses the Road to access his or her Tract. If any Tract is subdivided, as evidenced by a subdivision plat recorded in the land records of Greenville County, and the owner of the newly created Tract uses the road for access his or her Tract, the pro-rata share of expenses will be re-apportioned based on the total number of tracts accessed using the Road.

- a. CONSENT REQUIRED; MAINTENANCE, UPKEEP, REPAIRS, NON-ESSENTIAL WORK, OR IMPROVEMENT: Any proposed maintenance, upkeep, repair, non-essential work, or improvement of the Road requiring financial expense must be consented to by all owners of

Tracts that use the Road to access his or her Tract before the owners thereof may be held responsible for a pro-rata share of expenses associated with the maintenance, upkeep, repair, non-essential work, or improvement. Consent may be given verbally or in writing. The pro-rata share of the expenses associated with such maintenance, upkeep, repair, non-essential work, or improvement of the Road will constitute a lien against the Tract to which it is apportioned, as provided herein. Nothing herein will prevent an owner who wants to effect some maintenance, upkeep, repair, non-essential work, or improvement of the Road, for which the other owners have not agreed to share the costs, from doing so at said owner's sole and exclusive expense.

Effect of Non-payment; Remedies. If an owner's pro-rata share of the expenses is not paid within thirty (30) days, a lien, as herein provided, will attach and, in addition, the lien will include interest, not to exceed eighteen percent (18%) per annum, and all costs of collection, including, without limitation, reasonable attorneys fees and costs incurred. In the event that the pro-rata share of the expenses remains unpaid, a Tract owner may institute suit to collect such amounts from the owner and/or to foreclose the lien.

4. Article XII of the Declaration is deleted in its entirety and replaced with the following:

The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended, restated, changed, altered, added to, derogated or deleted at any time and from time to time. The covenants herein may be amended, restated, changed, altered, added to, derogated or deleted at any time and from time to time upon the unanimous approval of all owners of the Tracts. Any such amendment, restatement, change, alteration, addition, derogation or deletion is effective once reduced to writing and recorded in the land records for Greenville County.

5. All capitalized terms not defined herein will have the meaning set forth in the Declaration.

6. In the event of any ambiguity or contradiction between this Second Amendment and the Declaration or the First Amendment, the terms of this Second Amendment will govern. All other terms and conditions of the Declaration will remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this and previous Amendments.

[SIGNATURE PAGES TO FOLLOW]

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SO EXECUTED this 7th day of February 2022.

WITNESSES:

OWNERS OF TRACT 2
(TMS 0644010101400):

Jamie Haney
Witness 1
Print name: Jamie Haney

Waylon Scott Culberson
Waylon Scott Culberson

Chelcy Dunn
Witness 2
Print name: Chelcy Dunn

Anne Scavillo Culberson
Anne Scavillo Culberson

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

ACKNOWLEDGEMENT

I, Tracy L. Wilkie, a Notary Public for the State of South Carolina, do hereby certify that Waylon Scott Culberson and Anne Scavillo Culberson personally came before me this day and acknowledged execution of this Second Amendment to Covenants, Conditions & Restrictions.

Given under my hand and official seal this 7th day of February, 2022.

Tracy L. Wilkie
Notary Public for South Carolina
My Commission Expires: April 16, 2024

SO EXECUTED this 7th day of February 2022.

WITNESSES:

OWNERS OF TRACT 3
(TMS 0644010101403)

Jessica A Elliott
Witness 1
Print name: Jessica A. Elliott.

Dominique Cooke
Witness 2
Print name: Dominique Cooke

Gabriela Franze
Gabriela Franze

Todd Lanthier
Todd Lanthier

STATE OF ^{NEW YORK} SOUTH CAROLINA)
COUNTY OF ~~UPPER~~ ^{NEW YORK} ~~MITCHES~~)

ACKNOWLEDGEMENT

I, Anique Morrison, a Notary Public for the State of ^{New York} ~~South Carolina~~, do hereby certify that Gabriela Franze and Todd Lanthier personally came before me this day and acknowledged execution of this Second Amendment to Covenants, Conditions & Restrictions.

Given under my hand and official seal this 7 day of February, 2022.

Anique Morrison
Notary Public for ~~South Carolina~~ ^{NEW YORK}
My Commission Expires: _____

ANIQUE MORRISON
Notary Public, State of New York
No. 01MCOG171286
Qualified in Ulster County
Commission Expires July 23, 2023