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STATE OF SOUTH CAROLINA )  
COUNTY OF NEWBERRY )

**AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
SALUDA RIVER ESTATES**

**THIS AMENDMENT**, by River Days, LLC (hereinafter referred to as “Declarant”) dated March 24, 2014, (hereinafter referred to as “Amendment”) is hereby made to amend the Declaration of Covenants and Restrictions of Saluda River Estates, (hereinafter referred to as “Declaration”) made on October 22, 2007, by Creative Real Estate Development, Corp. and recorded in the Clerk’s Office, Newberry County, South Carolina on October 23, 2007 in Book ~~4587~~ at Page 1.

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RD

**WITNESSETH:**

**WHEREAS**, Creative Real Estate Development, Corp. is the original Declarant of the Declaration of Covenants and Restrictions for Saluda River Estates, referenced above.

**WHEREAS**, the above referenced covenants, in Article I, Section 6, allow the Declarant to assign and transfer its rights as Declarant to another person or Entity; and

**WHEREAS**, Creative Real Estate Development, Corp., executed an Assignment of Declarant Rights to River Days, LLC, said assignment recorded in the Newberry County Register of Deeds at Book 1950 Page 278; and

**WHEREAS**, the above referenced covenants, in Article XI, Section 7, allow the Declarant to amend the Declaration, except to relating to assessments, by an instrument in writing and filed with the Newberry County Clerk of Court.

**WHEREAS**, River Days, LLC, as the new Declarant hereunder intends to develop the property described in Exhibit A as a residential subdivision originally known as Saluda River Estates, and furthermore, Declarant intends to stabilize the subdivision and provide a viable plan to construct, market and sell homes in the subdivision, and in doing so must abolish and amend the previously recorded Declarations.

**NOW, THEREFORE**, Declarant hereby abolishes the former Declaration of Covenants and Restrictions for Saluda River Estates, and replaces them with the following covenants and restrictions:

**RECITALS:**

**WHEREAS**, the Declarant wishes to accomplish the following objectives for its benefit and for the benefit of Owners of property in the Subdivision by the imposition of the covenants and restrictions set forth herein:

- (1) To maintain the value and the residential character and integrity of the Subdivision and to maintain the quality and value of any Common Area Properties of the Subdivision;
- (2) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the Subdivision;

- (3) To maintain property values in the Subdivision; and
- (4) To maintain, improve, and landscape the Common Area Properties within the Subdivision as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares that the property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the Subdivision and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in said properties or any portion of them. This Declaration also binds the respective heirs, devisees, personal representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who purchases or takes any interest in real property subject to this Declaration.

**ARTICLE I  
DEFINITIONS**

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such term(s):

**Section 1.** “Approved by the Declarant” shall mean written approval issued by the Declarant and signed by a designated representative.

**Section 2.** “Assessment” shall mean and refer to any Owner’s share of the Common Expenses or any other charges from time to time assessed against an Owner by the Association in the manner herein provided.

**Section 3.** “Association” shall mean and refer to the Saluda River Estates Homeowners Assoc., Inc., its successors and assigns.

**Section 4.** “Board of Directors” shall mean and refer to the Board of Directors of the Association, and shall be the governing body of the Association.

**Section 5.** “By-Laws of the Association” shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association.

**Section 6.** “Common Property,” “Common Area Properties,” or “Common Areas” shall mean and refer to those parcels of land with any improvements thereon which now or hereafter are designated as Common Properties or Common Areas by the Declarant, which may hereafter be deeded or leased to the Association and designated in said deed or lease as Common Properties or Common Area. The terms shall also include any personal property acquired by the Association if said property is designated a Common Property. Common Properties shall include but not necessarily be limited to: streets, roads, lakes, wetlands, landscaped areas, signs and amenity areas. Some of the initial common properties shall be lot numbers four (4), forty-three (43) and fifty-eight (58).

**Section 7.** “Common Expense” or “Common Expenses” shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds, lawfully assessed for the creation or maintenance of financial, equipment or material reserves, consistent with the provisions and intent of this Declaration.

**Section 8.** “Declaration” shall mean this Declaration of Covenants and Restrictions for Retreat at Saluda River and all supplements and amendments to the Declaration as filed in the office of the Register of Deeds for

Newberry County.

**Section 9.** “Declarant” shall mean and refer to River Days, LLC, its successors and assigns. The Declarant shall have the right to assign any or all rights which it may possess, as Declarant, to the to be formed home owner’s association, or any other person or entity, at one time or from time to time.

**Section 10.** “Living Space” shall mean and refer to enclosed and covered heated and cooled areas within a dwelling on a Lot, exclusive of garages, carports, breezeways, terraces, balconies, decks, patios, porches, courtyards, greenhouses, atriiums, attics and basements.

**Section 11.** “Lot” shall mean and refer to any plot of land shown as a separate lot upon any recorded Subdivision Plat of the Property, with or without improvements, with the exception of the Common Properties.

**Section 12.** “Member” shall refer to members of the Association and shall mean and refer to every Owner of a Lot and shall include the Declarant while it is the record Owner of any Lot.

**Section 13.** “Property” or “Properties” shall mean and refer to all property which is subject to this Declaration.

**Section 14.** “Owner” shall mean and refer to the record Owner (including the Declarant, whether one or more persons or entities, holding the fee simple title to any Lot, but excluding any person having such interest merely as security for the performance of an obligation.)

**Section 15.** “Subdivision” shall mean and refer to those tracts or parcels of land described in Exhibit A, together with all improvements presently thereon and subsequently constructed thereon, together which shall be known as Retreat at Saluda River Subdivision.

**Section 16.** “Subdivision Plat” shall mean and refer to the plat entitled “Overall Final Plat for Saluda River Estates Newberry County,” dated August 31, 2007 and recorded in the Office of the Clerk of Court for Newberry County on October 23, 2007 in Plat Book C186 at Page 4A-4B-4C, together with any future revisions thereof or Other Property as may be submitted to the terms of this Declaration, and recorded from time to time in the Office of the Clerk of Court for Newberry County.

**ARTICLE II  
PROPERTY**

**Section 1.** **Existing Property.** The real property that is and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located within Newberry County, South Carolina, and is more particularly described in Exhibit A which is attached hereto and incorporated herein by reference. This price shall be referred to and marketed as “Retreat at Saluda River.”

**ARTICLE III  
THE ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS**

**Section 1.** **The Association.** Retreat at Saluda River HOA, Inc. will be established for the purpose of exercising powers of maintaining, improving and administering the Common Properties and providing common services, administering and enforcing covenants, conditions and restrictions contained herein, and levying, collecting and disbursing Assessments and charges herein created, and any other purpose that the By Laws of the Association may state. Further, the Declarant reserves the right to convey and transfer to the Association, and the Association agrees to accept, any and all of its rights and obligations set forth herein. The Association shall be formed at a time when the

developer deems appropriate but no later than when 75% of the lots of the subdivision have been conveyed to a buyer other than another Developer or Builder holding title for sale.

**Section 2. Rules and Regulations.** The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors as more particularly set forth in the By-Laws of the Association. The Association, by and through its Board of Directors, may adopt from time to time additional reasonable rules and regulations governing the use of Common Properties and Lots within the Subdivision. Such rules may not conflict with the provisions of this Declaration and, in the event of any such conflict, this Declaration shall prevail.

**Section 3. Membership.** Every Owner of a Lot that is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and not be separated from ownership of any Lot that is subject to this Declaration.

**Section 4. Voting Rights.** The Association shall have two classes of voting memberships.

(1) **Class A.** Class A Member(s) shall be every Owner, with the exception of the Declarant, and they shall be entitled to one vote for each Lot owned. Declarant may become a Class A member upon the expiration of its Class B Membership status as hereinafter set forth. When more than one person holds title to any Lot, all such persons shall be Members, and the one vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot by Class A members.

(2) **Class B.** Class B Member(s) shall be the Declarant, its successors and assigns, and, for so long as the Declarant owns at least one Lot subject to this Declaration, it shall be entitled to one vote for each Lot owned plus twenty (20) votes per lot owned. The Class B Membership shall cease and be converted to Class A Membership when the Declarant, its successors or assigns, owns no lots in the Subdivision.

#### ARTICLE IV RIGHTS IN THE COMMON PROPERTIES/EASEMENTS

**Section 1. Members Easements of Enjoyment.** Subject to the provisions of these Covenants and the rules and regulations of the Association, every Owner shall have a right and nonexclusive easement of enjoyment in and to the dedicated Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. The use and extent of the member's easements shall be subject to all the covenants, restrictions, and terms set out hereinwithbelow, specifically sections 2, 3, 4, and as the Declarant may change from time to time.

**Section 2. Title To and Maintenance of Common Properties.** The Declarant may convey to the Association, or any other entity, or cause to be conveyed to the Association, or other entity, some or all of the Common Properties, if any, shown on the Subdivision Plat or plats or otherwise designated by Declarant. The Declarant reserves the right to impose additional covenants on such Common Properties at the time of such conveyance. Declarant may also dedicate some or all streets, roads, rights-of-way, and other Common Properties to applicable governmental authorities.

**Section 3. Easements for Declarant.** During the period that Declarant owns any Common Properties, or owns any Lot or Lots primarily for the purpose of sale or has the option to add the Other Property or any portion thereof to the Subdivision, Declarant reserves for itself, its successors and assigns, and shall have, an alienable and transferable right and easement on, over, through, under and across the streets and roads, whether now constructed or built in the future, over the Common Properties, and over the Lots until sold, for the purpose of ingress and egress, and for constructing or improving Lots and improvements to the Lots or Common Properties, and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including portions of the Common Properties) as are contemplated by this Declaration or as Declarant desires, in its sole discretion.

**Section 4. Easements for Utilities.** There is hereby reserved for the benefit of Declarant, the Association (on property owned by the Association), and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service, district, public or private utility or other person upon, over, under and across: (i) all of the Common Properties and (ii) an area across every Lot ten (10') feet in width along the front, fifteen (15') feet along the rear boundary lines or lots abutting lakes, and five (5') feet in width along the side boundary lines of all lots for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Some lots may be subject to additional easements as shown on recorded plats. Within these easements, no structure of any kind, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements unless such structure, planting or other material is first approved by the Declarant or its successors or assigns.

**Section 5. Drainage Easements.** There is hereby reserved for the benefit of Declarant, the Association and lot owners a drainage easement over, across and upon the drainage ditches or drainage ways designated on the subdivision plat, together with any future revisions thereof. Declarant reserves the right to move any such drainage ways. Owners of lots through which any drainage feature runs may not alter or change the location or character thereof without the express written consent of the Declarant or the Association. Each such Lot Owner shall keep all such drainage ways clean, open, functional and sightly.

**Section 6. Easements for Association.** There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to, any property manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof, but not inside the buildings, in the performance of their respective duties hereunder. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant affected.

## ARTICLE V COVENANT FOR ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment charges and (2) special assessments for capital improvements or for maintenance expenses and other common expenses and emergencies and other purposes, up to the yearly limit set out herein. The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien on the property against which each such Assessment is made, which may be foreclosed by the Association upon one year's notice to the owner. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to pay all Common Expenses of the Association, to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for the administration, acquisition, construction, landscaping, improvement and maintenance of Common Properties, including, but not limited to, the costs of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for garbage services, water furnished and water and sewer

services or other utilities rendered to the Common Properties, the employment of attorneys, accountants, employees, management companies and contractors as shall be required for the orderly and efficient discharge of its business and the operation of the Association's Common Properties, emergencies, and for all other purposes set forth in this Declaration or the By-Laws, and such other needs as may arise, or as may be required in the judgment of the Association's Board of Directors. The Association shall be authorized to establish reserve funds in such amounts and for such purposes as the Board of Directors of the Association shall determine in their best judgment.

**Section 3. Annual Assessments.** The Declarant initially, and thereafter the Board of Directors, shall fix the annual Assessment based upon the annual budget of the Association as provided herein. When the Board of Directors fixes the annual Assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per Lot. The annual assessment for the first year, which shall begin January 1, 2014, shall be Two Hundred and Fifty and no/100 (\$250.00) Dollars per lot. After the first year, the annual assessment may be determined by the Board of Directors of the Association. Due dates shall be set by the association and all yearly dues shall be prorated for mid year purchases. *No more than a 10% increase in assessment shall be allowed for any one year.*

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual Assessments authorized above, the Association may levy, in any calendar year, a special Assessment for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures, personal property related thereto or for any other purpose not prohibited by this Declaration, **provided that any such Assessment shall have the assent of a majority of the votes of Members voting in person or by proxy at a meeting called for such purposes.** *The maximum amount of special assessment that may be due in any one year is \$250.00.*

**Section 5. Association's Working Capital.** After this Declaration is recorded, and upon conveyance of a Lot by the Declarant and for any subsequent conveyance by a lot Owner, the Board of Directors shall assess each new Owner the sum of Two Hundred Fifty and 00/100 (\$100.00) Dollars, for working capital. Such sums are separate and distinct from annual Assessments and shall not be considered advance payments of such Assessments. Each Owner's share of the working capital fund must be collected from such Owner upon his initial purchase of a Lot, and must be transferred to the Association at the time of said closing of such lot purchase.

**Section 6. Exempt Property.** The following Property, individuals, partnership or corporations, subject to this Declaration, shall be exempted from the Assessments, charges and liens created herein: (a) the grantees in conveyances made for the purpose of granting utility easements; (b) owners of all Common Properties; and (c) unsubdivided land/or unsold Lots owned by the Declarant.

## ARTICLE VI USE RESTRICTIONS

**Section 1. Land Use and Building Type.** No Lot shall be used except for private single-family residential purposes; provided, however, that nothing herein shall prevent Declarant from using any Lot, or dwelling for a model, sales office or construction office nor to prevent any Owner from conducting ordinary sales efforts to sell his house or lot.

**Section 2. Zoning.** The subdivision has been rezoned from RS-1 to RS-4, and shall remain in RS-4 unless and until the parties to these covenants elect to change.

**Section 3. Dwelling Specifications.** No dwelling shall be erected on any Lot unless its plans and specifications have been approved by Declarant, or its assignee of the Declarant's review rights. Declarant, the HOA, or its assignee shall not withhold approval unreasonably. Multiple wide mobile homes are permitted in the

subdivision, provided they are approved by the Declarant and abide by the following architectural standards: *Vinyl sided only; Shingled roofs; wheels and all other transportation machinery removed and brick underpinning must be placed on the units within 2 months of unit's installation; units must be manufactured on or after December 31, 2001.*

**Section 4. Nuisance.** No noxious or offensive activity shall be carried on upon any Lot or Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of the Declarant and the transferees of the Declarant in developing all of the Lots.

**Section 5. Animals.** Animals may be kept on the property provided that they are kept only for recreational use and specifically that they are not kept for commercial purposes and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. Dogs, cats and other household pets shall be permitted in the Common Properties, subject to the rules and regulations of the Association, only if control of such pets is maintained by leashes. When walking any pet in the common areas, the person walking that pet is responsible for the removal and clean-up of any pet waste that may occur.

**Section 6. Water and Sewer Systems.** Each Lot Owner or prospective Lot Owner shall bear the responsibility of obtaining approval for any proposed individual water or sewer system from the Newberry County Health Department and/or the South Carolina Department of Health and Environmental Control. It shall not be the responsibility of the Declarant to obtain this approval. Nothing herein shall be construed so as to prevent the construction and operation of a "shallow well" for lawn irrigation purposes.

**Section 7. Rebuilding Requirement.** Any Dwelling or other structure on any Lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness.

**Section 8. Elevation and Drainage Changes.** No changes in the elevation or topography that will result in a change to the drainage characteristics of any Lot within the Subdivision shall be made without the prior written approval of the Declarant or the Association Board of Directors nor shall any fill be used to extend any Property beyond any water line of any waterfront lot.

**Section 9. Garbage Disposal.** Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by Newberry County and/or the Association, which shall be visible from the streets on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any Lot or within the Subdivision shall be permitted. Garbage pick-up shall be the responsibility of each individual Lot Owner and shall not be the responsibility of the Declarant.

**Section 10. Certain Vehicles Prohibited.** Campers and recreational vehicles shall not be kept, stored, or parked overnight for more than fourteen (14) days in a thirty (30) day period on any street, Lot, or Common Property.

**Section 11. Discharge of Hazardous Materials.** No one shall release, discharge, dispose of or allow to escape onto Lots, Common Areas, lake(s), pond(s) or other nearby wetlands any oils, petroleum products, alcohol, paints or other hazardous substances.

**Section 12. Lakes and Wetlands.** No Owner of a Lot adjoining any lake(s), pond(s), waterway or other wetland on the Property shall dredge or otherwise alter the wetlands without Declarant's written permission and approval from all required governmental and regulatory agencies. All boating and swimming activities in lakes, ponds, and lagoons on the Property shall be prohibited, except that boating shall be permitted in the Saluda River access canal.

No Owner other than Declarant, may pump water from, add water to, drain, or in any other way interfere with the water in the Saluda River access canal and drainage areas on the Property. All Owners of lots adjacent to the Saluda River access canal shall properly maintain the waterfront on his lot including, but not limited to, keeping underbrush, grass and other plants cut and neat. No such Owner shall dig or dredge to enlarge the Saluda River access canal, or fill to reduce the size of the Saluda River access canal. In the event any such Owner fails to comply with this paragraph, the Association may enter upon his lot and perform the Owner's duties, and the Owner shall be responsible to the Association for all costs associated therewith. No docks or other similar structures may be built on, above or adjacent to the Saluda River access canal without the express written consent of the Declarant, its Assignee, or Board, which may refuse such permission for any reason.

**Section 13. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to, its proximity to any Common Properties or bodies of water. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, waterways, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision, or from the use of any common facilities.**

**Section 14. Unsightly Conditions.** It shall be the responsibility of each Owner and tenant thereto to prevent the accumulation of litter, trash, or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his Lot either before, during or after construction. This would include junk cars, junk boats, or other inoperable vehicles of the same manner. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. The Declarant or the Association specifically has the right to take the necessary action to clean up the property with the Owner being liable for the cost thereof, including costs and a reasonable attorney's fee, if one is required to enforce this section or to collect the cost of cleanup.

**ARTICLE VII  
DECLARANT'S RIGHTS**

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of restrictions and protective covenants or similar instruments affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant, provided, however, the rights contained in this Article shall terminate upon the earlier of (a) eighteen (18) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

**ARTICLE VIII  
GENERAL PROVISIONS**

**Section 1. Application.** All Property Owners, their guests, family members, employees, and tenants, or any other persons who may in any manner use the Properties or any portion thereof, shall be subject to the provisions hereof, to any rules and regulations adopted by the board of Directors and to the provisions of the By-Laws.

**Section 2. Enforcement.** Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, the Association, or by any Owner to



enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event Declarant or the Association undertake enforcement, a violator or violators shall be obligated to reimburse Declarant or the Association in full for all direct and indirect costs, including but not limited to legal fees, incurred in maintaining compliance with these restrictions in the event Declarant or the Association prevails in such enforcement proceedings.

**Section 3. No Partition.** Except as is permitted in this Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Declaration. This article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**Section 4. Severability.** Invalidation of any one of these covenants, easements and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 5. Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property constituting the Subdivision and shall inure to the benefit of and be enforceable by the Declarant, the Association, or any Owner for a period of twenty (20) years from the date hereof and thereafter shall automatically continue in effect for additional periods of ten (10) years each, unless otherwise agreed to in writing by the then Owners of at least a majority of the Lots.

**Section 6. Assignment.** The Declarant shall have the right to assign to any one or more persons, firms, corporations, partnerships, or associations any and all rights, powers, duties, easements and estates reserved or given to the Declarant in this Declaration specifically including, but not limited to, the right to submit Additional Property and Other Property to the terms hereof.

**Section 7. Amendments by Declarant.** For a period of ten (10) years from the date of recording of this Declaration, the Declarant may amend this Declaration in any particular, by an instrument in writing filed and recorded in the office of the Clerk of Court for Newberry County, South Carolina, with or without the approval of any Owner or mortgagees, except as limited herein. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section.

**Section 8. Amendments by Association.** In addition to the amendments by Declarant set forth in the previous Section of this Declaration, this Declaration may be amended at any time by an instrument signed by the Owners of not less than a majority of the Lots, excluding those owned by the Declarant; provided, however, that during any period in which the Declarant owns a Lot or other Property within the Subdivision, no such amendment shall be valid unless approved in writing by the Declarant. In addition to the foregoing method, amendments to this Declaration may be proposed and adopted in the following manner:

(1) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(2) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by Owners holding at least a majority of the total votes in the Association, excluding the Declarant's votes; provided, however, that during any period in which the Declarant owns a Lot within the Subdivision or has the option under this

Declaration to add Additional Property or any portion thereof to the Subdivision, such amendment must be approved by the Declarant.

(3)            The agreement of the required percentage of the Owners and, where required, the Declarant, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later dates may be specified in the amendment itself and shall be subject to the approval of Declarant, its successors and assigns.

**Section 9.**      **Waiver.** No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

**Section 10.**      **Rule Against Perpetuities, etc.** Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event, such terms shall be reduced to a period of time which shall not violate the Rule Against Perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for such reduced period of time.

*BALANCE OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW*

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 24<sup>th</sup> day of March, 2014.

SIGNED, SEAL AND DELIVERED  
IN THE PRESENCE OF:

RIVER DAYS, LLC

John B Hilton III, Member  
By: John B Hilton III  
Its Authorized Member

Fate

[Signature]

State of South Carolina

County of Richland

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March 2014, by John B Hilton III, Authorized Member of River Days, LLC a South Carolina Limited Liability Company, who duly signed on behalf of the company.

[Signature]

Notary Public

Print Name: Charles J. Gel

My commission expires:

3/26/17