

Jim Milas  
 SECRETARY OF STATE  
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DECLARATION AND PETITION FOR  
 ARTICLES OF INCORPORATION

WILLBROOK PLANTATION ROAD MAINTENANCE DISTRICT  
 ASSOCIATION, INC.

The undersigned, the declarants, and petitioners, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 31, Title 33, of the Code of Laws of South Carolina (1976), and certify as follows:

Article 1: The name of the corporation shall be Willbrook Plantation Road Maintenance District Association, Inc.

Article 2: The place at which the Association proposes to be located is P. O. Box 97, Pawleys Island, SC 29585.

Article 3: The purposes for which the Willbrook Plantation Road Maintenance District Association, Inc., hereinafter called "The Association" is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance and preservation of certain roads providing ingress and egress for the Owners of Lots, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels and Unsubdivided Land within that certain tract of land generally identified as Willbrook Plantation, and to further provide for the maintenance and preservation of other Common Property within Willbrook Plantation. The Lots, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, Unsubdivided Land and Common Property are subject to a Declaration of Special Covenants for the

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Date MAR 25 1993  
 CERTIFIED TO BE TRUE AND CORRECT COPY  
 AS TAKEN FROM THE ORIGINAL ON FILE WITH THE  
 SECRETARY OF STATE OF SOUTH CAROLINA

Plantation Road Maintenance District Association, Inc. (the "Declaration"). The purposes for which this Association is formed also include the promotion of the health, safety and welfare of the residents within the above described property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and the following:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded or to be recorded in the Office of the Clerk of Court for Georgetown County, South Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey,

sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) To borrow money, to mortgage,pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation, organized pursuant to Chapter 31, Title 33 of the Code of Laws of South Carolina, 1976, may now or hereafter have or exercise.

Article 4: The Association shall make no distributions of income to its members, directors or officers.

Article 5: The Association is not organized for the purpose of profit or gain to the members and three days notice in the Georgetown Times, a newspaper published in the County of Georgetown, has been given that the aforesaid Articles of Incorporation would be filed.

Article 6: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel and Unsubdivided Land which is subjected by the Declaration to assessment by the Association, shall be a member of the Association. The foregoing is not

intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel and Unsubdivided Land which is subject to assessment by the Association. Ownership of such Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel and Unsubdivided Land shall be the sole qualification for membership.

Article 7: The Association shall have five classes of voting membership and said classes shall have such rights and privileges to vote as are provided in the Declaration.

Article 8: The term for which the Association is to exist is in perpetuity.

Article 9: The Association shall be governed by a Board of Directors consisting of three directors with the number in subsequent years to be set by the Board of Directors as the Board of Directors deem appropriate. The names and addresses of the members of the initial Board of Directors who shall govern the Association and who shall hold office until the first election of directors at the annual meeting of members in 1994 and until their successors are elected and have qualified are as follows:

<u>Name</u>	<u>Address</u>
Robert R. Phillips	P. O. Box 97 Pawleys Island, SC 29585

William N. Miller, III

P. O. Drawer 97  
Pawleys Island, SC 29585

Douglas G. Mahon, III

P. O. Box 97  
Pawleys Island, SC 29585

Article 10: The powers of the Association shall include and be governed by the following provisions:

(1) The Association shall have all of the powers of a corporation as set forth and described in the South Carolina Business Corporation Act as amended which are not in conflict with the terms of these Articles.

(2) The Association shall have all the powers and duties set forth in the "Declaration" including but not limited to the following:

(a) To make and collect assessments against members to defray the costs, expenses and losses of the Association.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the Association property.

(e) To reconstruct improvements after casualty and to further improve the property.

(f) To make and amend reasonable rules and regulations respecting the use of the Association property.

(g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, and the rules and regulations for the use of the Association property.

(h) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the laws of the State of South Carolina to have approval of the membership of the Association.

(i) To employ personnel to perform the services required for proper operation of the Association.

(j) To provide in the Bylaws of the Association for the indemnification by the Association of any and all persons who may serve as officers and directors except where the officer or director may be adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties.

(k) To sell, transfer and convey portions of Association property.

(l) To borrow money and to pledge/mortgage the property of the Association as security for such loan(s).

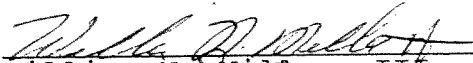
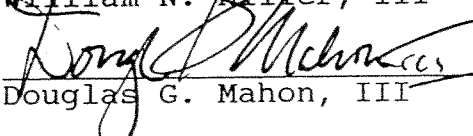
Article 11: All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles and the Bylaws. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws as such documents may be amended from time to time.

Article 12: The first Bylaws of the Association shall be adopted by the initial Board of Directors, and may be altered, amended, or rescinded in the manner provided by the Bylaws.

Article 13: The names and the residence of the petitioners are as follows:

<u>Name</u>	<u>Address</u>
William N. Miller, III	P. O. Drawer 97 Pawleys Island, SC 29585
Douglas G. Mahon, III	P. O. Drawer 97 Pawleys Island, SC 29585

**WHEREFORE,** your petitioners pray that the Secretary of State do issue to the Willbrook Plantation Road Maintenance District Association, Inc. a certificate of incorporation, which all rights, powers, privileges and immunities, and subject to all the limitations and liabilities conferred by Chapter 31, Title 33, of the Code of Laws of South Carolina (1976) as amended, and subject to the limitations contained in the within Articles of Incorporation for the incorporation of said non-profit corporation.


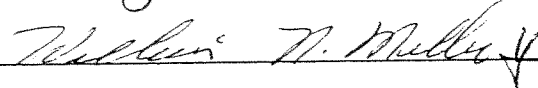
  
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William N. Miller, III  
  
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Douglas G. Mahon, III

March 21, 1993

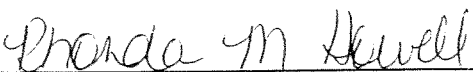
AFFIDAVIT EXECUTED AS A PART OF THE DECLARATION AND PETITION FOR INCORPORATION OF A PROPOSED CORPORATION NAMED WILLBROOK PLANTATION ROAD MAINTENANCE DISTRICT ASSOCIATION, INC.

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

The undersigned William N. Miller, III and Douglas G. Mahon, III do hereby certify that they are the officers or persons signing the petition for incorporation of a non-profit corporation having no capital stock, that all the facts in the petition are true and correct and that the corporation will not operate for itself or any of its members.

  
\_\_\_\_\_  
  
\_\_\_\_\_

SWORN to before me this 21<sup>st</sup>  
day of March, 1993.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 8-12-93

**NOTICE: IF IT IS FOUND THAT THE CORPORATION IS OPERATED FOR PROFIT, THIS MAY BE GROUNDS FOR REVOCATION OF CHARTER.**



3953

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

DECLARATION OF SPECIAL COVENANTS  
FOR THE WILLBROOK PLANTATION  
ROAD MAINTENANCE DISTRICT  
ASSOCIATION, INC.

THIS DECLARATION, made this 30th day of April, 1993, by The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Georgetown County, South Carolina, more particularly described in Article II; and

WHEREAS, the Declarant desires to create on such Property a planned development community composed of residential, commercial and recreational uses to be known as "Willbrook Plantation"; and

WHEREAS, the Declaration has caused to be incorporated under the laws of the state of South Carolina a non-profit, non-stock corporation known as Willbrook Plantation Road Maintenance District Association, Inc. (the "Association") for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth.

KNOW ALL MEN BY THESE PRESENTS that the Declarant hereby declares that the property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof is and shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations and liens hereinafter sometimes referred to as the "Covenants" hereinafter set forth which are hereby imposed for the purpose of protecting the value and desirability of Willbrook Plantation in which covenants and restrictions shall touch and concern and run with the 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, fiduciary representatives, successors, successors in title and/or assigns and shall inure to the benefit of anyone or anything who shall/which purchases or takes any interest in real property within the lands subject to this Declaration.

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BOOK 518 PAGE 35

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):

(a) **"Architectural Review Board"** shall mean and refer to that board formed and operated in the manner prescribed in Article VII hereof.

(b) **"Assessment"** shall mean and refer to the charges levied pursuant to Article V. **"Annual Assessment"** shall mean and refer to the annual charges levied by the Board of Directors of the Association for the purposes set forth in Section 2 of Article V. **"Special Assessment"** shall mean and refer to the charges levied for the purposes set forth in Section 4 of Article V.

(c) **"Association"** shall mean and refer to the Willbrook Plantation Road Maintenance District Association, Inc., its successors and assigns.

(d) **"Board of Directors"** shall mean and refer to the Board of Directors of the Association which is the governing body of the Association.

(e) **"Bylaws"** shall mean and refer to those Bylaws of the Association which govern the administration and operation of the Association attached hereto as Exhibit "B" and made a part hereof by reference, as may be amended from time to time.

(f) **"Common Property"** shall mean and refer to those tracts of land with any improvements and easements thereon which are actually deeded, granted or leased to the Association and designated in such deed or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Property is to be devoted to and intended for the common use of and enjoyment of the Owners, family members and guests of Owners and guests of the Association or the Declarant subject to the operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Property shall lose its character as Common Property upon the expiration of such lease. The Declarant reserves the right to convey "Common Property" within Willbrook Plantation to the Association. Such conveyance shall be made subject to such covenants and restrictions as are then applicable thereto and shall contain such additional restrictions, reservations, liens and encumbrances as may be set forth in the deed of conveyance. The Declarant may add or substitute mortgages, provided the Association does not have to assume any payments or obligations of any mortgage

on the "Common Property" conveyed to it. As an appurtenance to such conveyances, the Association shall have all of the powers, immunities and privileges reserved unto the Declarant as all of the Declarant's obligations with respect thereto, including the obligation to maintain and enhance.

(g) **"Declarant"** shall mean and refer to The Litchfield Company of South Carolina Limited Partnership, its successors and assigns.

(h) **"Declaration"** shall mean this Declaration and all supplements and amendments to this Declaration as filed in the Office of the Clerk of Court for Georgetown County.

(i) **"Development Unit Parcels"** shall mean and refer to those parcels or tracts of land conveyed by the Declarant to third parties under covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Lots, Multi-Family Tracts or Public and Commercial Sites.

(j) **" Dwelling Unit "** shall mean and refer to that portion of any improved property intended for use, or being used, as a single family dwelling, including without limitation any single family detached dwelling unit or attached dwelling unit, such as a condominium unit, townhouse unit, cooperative apartment or apartment unit.

(k) **"Improved Property"** shall mean and refer to a parcel delineated on a permanently recorded map on which is located a building as to which government approvals for use and occupancy have been obtained or, if no such governmental approvals are required, which has been substantially completed.

(l) **"Lot"** shall mean any subdivided but unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, townhouse or patio dwelling (zero lot line) as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to allow occupancy.

(m) **"Master Plan"** shall mean and refer to the drawing which represents the conceptual land use plan for the future development of Willbrook Plantation. Since the concept of future development of Willbrook Plantation is subject to continuing revision and change by the Declarant, present and future references to the "master plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants shall arise with respect to lands which have been retained by the Declarant for future development. THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THE PROPERTY FOR ANY PARTICULAR USE, SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH

SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE DECLARANT SHALL NOT BE BOUND BY ANY DEVELOPMENT PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN.

(n) **"Member"** shall mean and refer to the Declarant and all those Owners who are members of the Association as defined in Article III, Section 1.

(o) **"Multi-Family Tract"** shall mean any unimproved parcel of land located within the Properties intended for development of multi-family residential units including without limitation condominium regimes or apartments. For purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multi-family use is placed of record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(p) **"Of Record"** shall mean recorded in the Office of the Clerk of Court for Georgetown County, South Carolina.

(q) **"Owner"** shall mean and refer to the record owner (including the Declarant) as shown by the real estate records, whether it be one or more persons, firms, associations, or other legal entities holding the fee simple title to any Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land situated within the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(r) **"Property or Properties"** shall mean and refer to all property which is subject to this Declaration as described in Article II hereof and any additions thereto as are subjected to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

(s) **"Public or Commercial Site"** shall mean any unimproved parcel of land within the Properties intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Willbrook Plantation and/or the public, including but not limited to business and professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters, lounges; indoor and outdoor

recreational facilities; marinas; transportation terminals or stations; automobile parking facilities, and gasoline stations, provided, however, that a "Public and Commercial Site", until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Public or Commercial Site is placed of Record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(t) **"Public or Commercial Unit"** shall mean and include any improved parcel of land within the Property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Willbrook Plantation and/or the public including but not limited to all those enterprises enumerated in subparagraph (s) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(u) **"Unsubdivided Land"** shall mean and refer to all land and existing Property described in Article II hereto and additions thereto as are subjected to this Declaration or any supplemental Declaration under the provisions of Article II hereto which has not been subdivided into Lots, Multi-Family Tracts, Public and Commercial Sites or Development Unit Parcels through metes and bounds plats filed for record in the Office of the Clerk of Court for Georgetown County expressly declaring or labeling such portions of the Property for development as such uses. For purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof.

- (1) All lands committed to the Association through express written notification by the Declarant to the Association of intent to convey in the manner provided herein;
- (2) All lands below the mean highwater mark of tidal waters;
- (3) All lands expressly designated in any way as a Common Property.
- (4) Marsh, wetland and swamp conservancies and lands within the Wetlands Reserve as set forth in that certain document entitled "Declaration of and Creation of Wetlands Natural Area Preserve" dated December 18, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Deed Book 498 at Page 214.

ARTICLE II  
PROPERTY

**Section 1. Existing Property:** The real property (the "Property") which is and shall be held, transferred, sold, conveyed, leased and occupied subject to these Covenants is located within Willbrook Plantation, Georgetown County, South Carolina and is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein.

**Section 2. Additional Properties:** Additional Properties may become subject to this Declaration in the following manner:

- (a) **Additions.** The Declarant, its successors and assigns, shall have the right without further consent of the Association at any time prior to January 1, 2050 to bring within the plan and operation of this Declaration any properties adjacent and contiguous to the Property or otherwise located within the boundaries of Willbrook Plantation, whether or not said parcels are owned by the Declarant or a third party, provided, however, the Declarant shall have no rights to subject any additional properties owned by a third party without the consent of said third party owner. Such property may be subjected to this Declaration as one parcel or as several parcels at different times. The additions authorized under this subsection shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the sole judgment of the Declarant to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect on the Property described in Section 1 of this Article II.

- (b) **Merger or Consolidation:** Upon a merger or consolidation of the Association with another Association, as provided for in the ByLaws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association, or in the alternative the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the

covenants established by this Declaration within the properties as herein provided.

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

**Section 1. The Association:** The Declarant has established or will establish the Association for the purpose of exercising powers of maintaining, and improving and administering the Common Property and providing common services, administering and enforcing covenants, conditions and restrictions contained herein and levying, collecting and disbursing assessments and charges herein created. Further, the Declarant reserves the right to convey to the Association and the Association agrees to accept any and all of its rights and obligations set forth herein.

**Section 2. Membership:** Every Owner shall be a member of the Association. The Declarant shall be a member of the Association.

**Section 3. Voting Rights:** The Association shall have four classes of regular voting membership and one type of special voting membership which provides the Declarant with additional voting rights.

**Class A:** Class A Members shall be all Owners (including the Declarant). A Class A Member shall be entitled to one vote for each Lot or Dwelling Unit which he owns. If a Dwelling Unit is constructed on more than one lot, the Owner shall have one vote for the Dwelling Unit and one additional vote for each other Lot comprising a part of the total consolidated home or building site.

**Class B:** Class B Members shall be all those Owners (including the Declarant) of platted Public and Commercial Sites and Multi-Family Tracts. A Class B Member shall be entitled to one vote for each \$300 in Annual Assessments paid to the Association. In computing the number of votes to which a Class B Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest \$300.

**Class C:** Class C Members shall be all those Owners (including the Declarant) of Public and Commercial Units. A Class C Member shall be entitled to one vote for each \$300 in annual assessments paid to the Association. In computing the number of votes to which a Class C Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest \$300.

**Class D:** Class D Members shall include all those Owners (including the Declarant) of Unsubdivided Lands and Development Unit Parcels. A Class D Member shall be entitled to one vote for each \$300 in Annual Assessments paid to the Association. In computing the number of votes to which a Class D Member shall be entitled, the amount of the assessment paid shall be rounded to the

nearest \$300.

Class E: A Class E Member shall be the Declarant, its successors and assigns. The Class E Member shall have special voting rights in the Association by which it shall be entitled to the same number of votes as are cumulatively held by the regular Members, plus one. Said Class E voting rights shall terminate on the happening of either of the following events, whichever occurs later: (i) the date it has conveyed at least 90% of the maximum number of Lots, Dwelling Units and Public and Commercial Units in the Property (as now constituted or added as set forth in Article II); or (ii) January 1, 2050. Notwithstanding the above, the Declarant reserves the right to terminate its Class E membership at its sole election at an earlier date.

Each Member shall be entitled to vote at any meeting of Members or on any matter requiring a vote of Members, occurring subsequent to the date upon which the Member became an Owner (provided, however, that the Member is not delinquent in the payment of assessments) and each Member shall be entitled to the number of votes as calculated above as if each Member had been a Member for a full year and paid the Annual Assessment for the year in which the vote takes place. The payment of any Special Assessment shall not entitle Members to additional votes.

When any property entitling the Owner thereof to membership in the Association is owned of Record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one person or entity shall be designated the voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Board of Directors of the Association shall be delivered to the Board prior to the exercise of a vote by joint owners.

Section 4. Governance. The Association shall be governed by a Board of Directors consisting of not less than three Members. Initially, the Board shall consist of three Members, with the number in subsequent years to be determined by the Members of the Board of Directors as provided in the Bylaws of the Association.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members Easements of Enjoyment in Common Property:

Subject to the provisions of this Declaration, the rules and regulations of the Association and any fees or charges established by the Association, every Member and every guest and Lessee of such Member shall have an easement of enjoyment in and to the Common Property and such easements shall be appurtenant to and shall pass with the title of every Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public or Commercial Unit, Development



Unit Parcel or Unsubdivided Land. Employees and guests of the Declarant shall have access to and enjoyment of the Common Property subject to rules and regulations established by the Board of Directors.

**Section 2. Title to Common Property:** The Declarant covenants for itself, its successors and assigns, that at its sole election it shall convey by limited warranty deed to the Association at no cost to the Association, the Common Property, including but not limited to Allston Boulevard and River Road and other Common Property as designated on the current Master Plan, subject to all restrictions and limitations of record and all reservations and limitations set forth in such deed of conveyance and subject to the right of the Declarant to add Common Property to the Master Plan or to subtract Common Property from the Master Plan in its sole discretion at any time prior to conveyance to the Association. It is intended that the Declarant shall evidence its election to convey any designated property by the recording of an instrument describing the Property to be conveyed. After the functional completion of such designated Property, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Board of Directors subject to this Declaration. It is intended that such conveyances will be made within two years after the improvements are functionally complete and in no event not later than January 1, 2050. Common Property shall be conveyed to the Association subject to:

- (1) All encumbrances, easements and restrictive covenants affecting such property at the time of conveyance, including all existing mortgages; and
- (2) A reservation by the Declarant, its successors and assigns, of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association shall continue to be the sole obligation of the Declarant, its successors and assigns, as the case may be.

**Section 3. Extent of Member's Easements:** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Declarant and the Association, to dedicate, transfer or convey all or any part of the Common Property with or without consideration to any successor Association, private concern, governmental body, district, agency or authority or to any utility

company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Property by the Owners;

- (b) The right of the Declarant and the Association to grant, reserve and accept easements and rights-of-way through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances or public or private water, sewer, drainage, electric, fuel, oil and other utilities and services including a cable or community antennae television system, and irrigation or lawn sprinkler systems and the right of the Declarant to grant and reserve easements and rights-of-way through, over and upon and across the Common Property and for the operation and maintenance of the Common Property;
- (c) The right of the Association, in accordance with its Bylaws, to place mortgages or other encumbrances on the Common Property as security for borrowing by the Association;
- (d) The right of the Association, in accordance with its Bylaws, to take such steps as are reasonably necessary to protect the Common Property against foreclosures;
- (e) The right of the Association to adopt and publish rules and regulations governing the use of Common Property and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations.
- (f) The right of the Association, in accordance with its Bylaws, to place any reasonable restrictions upon the use of the Association's roads, subject to an Owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of vehicles permitted to use said roads, maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of roads shall be more restricted than the laws of any state or local government having jurisdiction over the Property shall not make such restriction unreasonable.
- (g) The right of the Association, as provided in the Bylaws, to suspend the rights and easements of enjoyment of any Member or any tenant or guest of any Member, for any period during which the payment of any assessment against the Property owned by such Member remains delinquent and for any period not to exceed sixty days, for any

infraction of its published rules and regulations, it being understood that any suspension for either non-payment or any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver of discharge of the Member's obligations to pay such assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association although such use shall be subject to the rules and regulations established by the Association for such use.

**Section 4. Declarant's Reserved Rights.** Notwithstanding any provisions herein to the contrary, the rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The Declarant, its successors and assigns, shall have an alienable and transferrable right and easement on, over, through, under and across the Common Property for the purpose of the storage of materials, vehicles, tools, equipment which are being utilized in any construction work on or within the Property and for installing, maintaining, repairing and replacing such other improvements to the Property (including portions of the Common Property) as are contemplated by this Declaration or as the Declarant desires in its sole discretion, including without limitation, any improvements or changes permitted and described in this Declaration; and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall the Declarant have the obligation to do any of the foregoing.
- (b) The Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Property and any property owned by the Declarant, including the realignment of boundaries between Lots, Multi-Family Tracts, Public and Commercial Sites, Development Unit Parcels or Unsubdivided Land and Common Property.
- (c) The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the Common Property to erect, maintain and use poles, wires, cables, conduit, sewers, water mains, drainage ways, sprinkler or landscape irrigation systems, pumping stations, tanks and other suitable equipment for the conveyance and use of electricity, telephone equipment, cable television, water, sewage and other utilities. This easement and right especially includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to

provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

- (d) An easement is hereby reserved for the benefit of the Declarant, their respective successors and assigns, to enter upon, across, over, in and under any portion of the Common Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels so as to improve the drainage of water. In no event shall the Declarant have the obligation to do any of the foregoing.
- (e) There is hereby reserved for the benefit of the Declarant, their successors and assigns, an alienable, transferrable and perpetual right and easement on, over and across the Common Property for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated by the Association or by any governmental entity.

#### ARTICLE V COVENANTS FOR ASSESSMENTS

**Section 1: Creation of the Lien and Personal Obligations for Assessments:** The Declarant covenants and each Owner of any Lot, Dwelling Unit, Multi-Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments or charges; and (2) Special Assessments or charges for the purposes set forth in this Article, both such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and cost of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or entity which was the owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel and Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

**Section 2: Purpose of Assessment:** The Annual Assessment levied by the Association shall be used exclusively for the

improvement, maintenance, enhancement, enlargement, and operation of the Common Property and to provide services which the Association is required or authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Common Property, pay the cost of labor, equipment, materials, management, supervision, accounting, attorney's fees, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its required or authorized functions.

**Section 3: Application of "Maximum" Assessment:** The Annual Assessments, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of paragraphs (g) and (h) below, shall be levied by the Association. If, however, the Board of Directors of the Association, by majority vote determines that the important and essential functions of the Association may be properly funded by Annual Assessments less than those set out below, it may levy such lesser assessments. However, so long as the Declarant is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce Annual Assessments below those set out in Paragraph (a) of this Section 3 without the prior written consent of the Declarant. The levy of Annual Assessments less than the Maximum Regular Annual Assessments in one year shall not effect the Board of Director's right to levy the Maximum Regular Annual Assessments in subsequent years. If the Board of Directors shall levy less than the Maximum Regular Annual Assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments. In no event shall the sum of the initial and supplemental assessments for that year exceed the applicable Maximum Regular Annual Assessments.

- (a) The Maximum Regular Annual Assessment shall be the sums determined by the Board of Directors, but shall not exceed the sums set forth in the following schedule as adjusted annually pursuant to Section 3 (g) of this Article and subject to those rights set forth in Section 3(h) of this Article.

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
(1) Residential Lots and Dwelling Units	\$ 60
(2) Multi-Family Tracts, Public or Commercial Sites, Development Unit Parcels	\$120 per acre
(3) Unsubdivided Property	\$ 60 per acre

(4) Public and Commercial Units

- |   |  |
|---|--|
| (i) Retail Stores and<br>Commercial Office Space  | \$360 per 500 sq. ft. <sup>1</sup><br>of enclosed heated<br>and air conditioned<br>space |
| (ii) Restaurants, bars,<br>taverns and lounges  | \$360 for every 10<br>patron seats   |
| (iii) Marina  | \$ 24 per wet berth<br>or dry storage berth  |
| (iv) Boat ramp or launching<br>facilities   | \$ 24 per parking<br>space <sup>2</sup>  |
| (v) Tennis facility   | \$ 60 per court  |
| (vi) Golf Course  | \$1,200 per golf hole  |
| (vii) Other commercial units<br>associated with recreational<br>and sports facilities (golf<br>and tennis pro shops and<br>yacht clubs) | \$360 per 700 sq. ft. <sup>3</sup><br>of enclosed heated<br>and air conditioned<br>space |
| (viii) Hotels \$100 <sup>00</sup> per room  |  |

*Amended  
1996*

(b) Property shall not be classified as a Lot, Dwelling Unit, or Public or Commercial Unit for purposes of this Declaration and of the Maximum Regular Annual Assessment until after all of the following have occurred:

- (1) Placing Of Record a plat or other plan showing such Lot, Dwelling Unit or Public or Commercial Unit;
- (2) Approval, if required, by the United States Department of Housing and Urban Development, Office

<sup>1</sup> In those cases where the total square footage is less than 500 square feet the Maximum Regular Annual Assessment shall be \$360 whether enclosed, heated and air conditioned or not.

<sup>2</sup> The Board of Directors of the Association shall base the Maximum Regular Annual Assessment on the total number of parking spaces allocated to a boat launching facility.

<sup>3</sup> In those cases where the total square footage is less than 700 square feet the Maximum Regular Annual Assessment shall be \$360 whether enclosed, heated and air conditioned or not.

of Interstate Land Sales Registration, or any similar state or successor federal agency, for the offering for sale of any Lot or Dwelling Unit to be offered for sale;

- (3) All approvals required for the occupancy or use of a Dwelling Unit or Public or Commercial Unit;

After classification, the obligation for the payment of the Annual Assessment shall commence on the first day of the following month.

- (c) For the purpose of calculating the Annual Assessments on Public and Commercial Units, the area to be included in the determination of the total number of square feet shall be all enclosed heated and air conditioned space.

- (d) After the calendar year 1993, the Annual Assessments on Multi-Family Tracts, Public or Commercial Sites, Development Unit Parcels and Unsubdivided Property shall be billed annually on the first day of January of each year. Assessments on all other property shall be billed on a monthly or quarterly basis as determined by the Board of Directors. All assessment bills shall be due and payable thirty (30) days from the date of mailing the same.

- (e) The Owner of any assessable property which changes from one assessment category to a higher assessment category during an assessment year shall be billed an additional amount for the remaining full months of such year after such change.

- (f) All assessments charged by the Association shall be rounded to the nearest dollar.

- (g) From and after January 1, 1994 the Maximum Regular Annual Assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of ten (10%) per cent per year, or the percentage increase between the first month and the last month on an Annual Assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereafter "C.P.I." issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. In the event the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the U. S. Government that may be procured indicating changes in the cost of living.

In the event the Board of Directors does not increase the Maximum Regular Annual Assessment or levies an Annual Assessment of less than the Maximum Regular Annual Assessment in a given year, or increases it in an amount less than which is authorized by this Section 3, Paragraph (g), the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority. As an illustration, if the Board was authorized to increase the Maximum Regular Annual Assessment by ten (10%) percent in years 1994 and 1995, but chose not to impose such increases, it could increase the Maximum Regular Annual Assessment in 1996 by the amount applicable for 1996 plus up to twenty-one (21%) percent for levy in 1996.

- (h) It is anticipated that there may ultimately be two thousand (2000) Lots and/or Public or Commercial Units within Willbrook Plantation as authorized by the Georgetown County Zoning Authorities. In the event the Declarant, its successors or assigns, the Owner of a Development Unit Parcel or the Georgetown County Zoning Authorities amends the Master Plan to reduce the density within Willbrook Plantation, the Board of Directors of the Association by majority vote may increase the amount of the Maximum Regular Annual Assessment in order to insure that the functions of the Association will be properly funded.
- (i) Any increase or decrease in the fixed amount of the Maximum Regular Annual Assessments shall be made in such a manner that the proportionate increase or decrease in such Maximum Regular Annual Assessment is the same for Owners of Lots, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, and Unsubdivided Land. Furthermore, any time the actual assessment levied by the Board of Directors of the Association is less than the Maximum Regular Annual Assessment, such decrease shall be proportionate among the Owners of Lots, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels and Unsubdivided Land.

**Section 4: Special Assessments for Capital Improvements and Emergencies:** In addition to the Annual Assessments authorized by above, the Association may levy in any assessment year, Special Assessment(s) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Property; for additions to the Common Property; to provide for the necessary facilities and equipment to



perform services authorized herein; to pay any loan made to the Association to enable it to perform the duties and functions authorized herein; and for the purpose of defraying, in whole or in part, the cost of any emergency repairs, restorations, maintenance or improvements made necessary by emergencies. The amount of such Special Assessment(s) shall be fixed by a vote of a majority of the Board of Directors.

**Section 5: Reserve Funds:** The Association may establish reserve funds from its Annual Assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs; (b) for emergency and other repairs as a result of storm, fire, natural disaster or other casualty loss; (c) reoccurring periodic maintenance; (d) initial cost of any new service to be performed by the Association.

**Section 6: Date of Commencement of Annual Assessments; Due Dates:** Annual Assessments provided for herein shall commence on the date (which shall be the first day in a month) fixed by the Board of Directors of the Association to be the date of commencements. The first Annual Assessment shall be adjusted according to the number of months remaining the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. All assessment bills shall be due and payable thirty (30) days from the date of mailing the same unless otherwise established by the Board of Directors. The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7: Effect of Non-Payment of Assessments:** If the assessment is not paid on or before the due date specified in Section 6 hereof, then such assessment shall become delinquent and shall (together with interest thereon at the rate of one and one-half (1½%) percent per month from the due date and all costs of collection thereof including a reasonable attorney's fee) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, at the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns.

If the assessment is not paid within thirty (30) days after

the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property or both. Upon the exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the Annual Assessment due and payable and collect the same through foreclosure. In either event all costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In the event a judgment is obtained such judgment shall include interest on the assessment at the rate of eighteen (18%) percent per annum or the maximum lawful rate on such judgments.

In addition to the rights of actions set forth above, the Board of the Association may suspend the membership rights of any Member during the period when the assessment remains unpaid. Upon payment of such assessment, the Owner's rights and privileges shall be automatically restored. This provision shall not empower the Board to suspend the rights to use the roads within the Property.

**Section 8: Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding or deed in lieu of foreclosure, and provided, further, that any delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Members as an expense of the Association. Such sale or transfer shall not relieve such property from liability for assessment accruing after conveyance by the creditor to a subsequent Owner.

**Section 9: Exempt Property:** The following property subject to this Declaration shall be exempt from assessments created herein:

- (a) Any portion of the Property dedicated to and accepted by a local public authority unless operated as or leased by said public authority to a third party as a site to accommodate commercial or business enterprises;
- (b) The Common Property;
- (c) Any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina, unless operated as or leased by said charitable or non-profit organization to a third party as a site to accommodate commercial or business enterprises.

- (d) All lands below the mean highwater mark of tidal waters;
- (e) Marsh, wetland and swamp conservancies and lands within the Wetlands Preserve as set forth in that certain document entitled "Declaration of and Creation of Wetlands Natural Area Preserve" dated December 18, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Deed Book 498 at Page 214.

**Section 10: Annual Budget:** The Board of Directors shall cause to be prepared and make available at the office of the Association to all Members at least thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. Financial books of the Association shall be available for inspection at the offices of the Association at all reasonable times.

**Section 11: Duties of the Board of Directors:** The Board of Directors of the Association shall fix the amount of the assessment against each Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land and shall at the time direct the preparation of an index of the Property and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

**Section 12: Working Capital:** An additional duty of the Association shall be to establish at the time of activation of the Association a working capital fund which shall collect at least a \$150 assessment for each Lot, Dwelling Unit or Public or Commercial Unit. Each Lot, Dwelling Unit or Public or Commercial Unit's share of the working capital fund must be collected from the purchaser of the Lot, Dwelling Unit or Public or Commercial Unit and transferred to the Association at the time of closing of the initial sale of each Lot, Dwelling Unit or Public or Commercial Unit from the Declarant or other initial Grantor. The working capital fund shall be maintained in an account for the use and benefit of the Association. The purpose of this fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Annual Assessments or Special Assessments.

## ARTICLE VI FUNCTIONS OF ASSOCIATION

**Section 1: Ownership and Maintenance of Common Property:** The Association shall be authorized to own and/or maintain (subject to the requirements of any federal, state or local governing body of South Carolina) Common Property, equipment, furnishings and

improvements devoted to the following uses:

- (a) For roads, roadways or bridges within the Property;
- (b) For sidewalks, curbs, walking paths, bike paths, walkways or trails within the Property;
- (c) For security services, including security stations, gates, maintenance building and/or guardhouses;
- (d) For lighting, fences, walls, landscaping, irrigation, and sign maintenance and repair;
- (e) For storm drainage systems and other drainage facilities serving Willbrook Plantation;
- (f) For insect control within the Property;
- (g) For any of the services which the Association is authorized to offer under Section 2 of this Article VI.

**Section 2: Services:** The Association shall be authorized (unless prohibited by the requirements of any federal, state or local governing body) but not required to provide the following services:

- (a) Cleanup and maintenance of all roads, roadways, parkways, lakes, water courses and other Common Property within the Property and also all public property which is located within or in a reasonable proximity to the Property such that their deterioration would effect the appearance of the Property as a whole;
- (b) Landscaping of roads and parkways, sidewalks and walking paths;
- (c) Lighting of roads, sidewalks and walking paths throughout the Properties;
- (d) Security provisions including but not limited to the employment of security guards, maintenance of electronic and other security devices and communication equipment and control centers for the protection of persons and property within the Property and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- (e) Maintenance of all lakes and lagoons located within the Properties;
- (f) To construct improvements on Common Property for use for any of the purposes or as may be required to provide the

services as authorized in this Article;

- (g) To provide administrative services including, but not limited to legal, accounting and financial, and communication services, informing Members of activities, Notice of Meetings, etc., incident to the above listed services;
- (h) To provide liability and hazard insurance covering improvements and activities on the Common Property;
- (i) To provide any or all of the above listed services to another Association or owners of real property under a contract, the terms of which must be approved by the Board of Directors;
- (j) To set up and operate an architectural review board in the event that the Association is designated by the Declarant as the agent of the Declarant for such purpose.

**Section 3: Obligation of the Association:** The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except the Association shall have an obligation to maintain roadways and drainage facilities in a functional and acceptable condition. The functions and services to be carried or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association.

**Section 4: Mortgage and Pledge:** The Board of Directors of the Association shall have the power and the authority to mortgage the property of the Association and to pledge the revenues of the Association which loans shall be used by the Association in performing its authorized functions. The Declarant may make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid.

#### ARTICLE VII ARCHITECTURAL CONTROL

**Section 1:** In order to preserve the natural beauty of Willbrook Plantation and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Property, and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, tennis court, roof, exterior or other structure shall be erected, placed, added to or altered until the proposed building plans, specifications (including height, color and composition of roof, siding, or other exterior materials and finish), development and

land plan, plot plan showing the proposed location of such building or structure (drives and parking areas), landscape plan and construction schedules shall have been submitted and approved in writing as hereinafter provided.

**Section 2: Objectives:** Architectural and design review shall be directed towards obtaining the following objectives for Willbrook Plantation:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;

(b) Insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots and Dwelling Units and with surrounding Lots, Dwelling Units, Public and Commercial Units and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(c) Insuring that the architectural design and structures and their materials and colors are visually harmonious with Willbrook Plantation's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Declarant, or any governmental or public authority, if any, for the area in which the structures are proposed to be located;

(d) Insuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape;

(e) Insuring that any development, structure, building or landscaping complies with the provisions of these covenants;

(f) Promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air omissions and run-off water quality.

(g) Insuring that vegetative or natural buffer areas are preserved between structures and wetland areas as designated by governmental authorities so as to conform and comply with any agreements to protect jurisdictional wetland areas.

**Section 3: Architectural Review Board:** The Declarant shall establish an Architectural Review Board (such Board hereinafter referred to as the "Review Board") which shall consist of at least three (3) but not more than five (5) persons. The initial Board shall be composed of three (3) members appointed by

the Declarant and thereafter appointed by the Board of Directors of the Association. The regular term of office for each member of the Review Board shall be one (1) year.

The Review Board shall select its own Chairman and he, or in his absence the Vice Chairman, shall be the presiding officer of the meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Declarant in Willbrook Plantation, South Carolina or at such other places as may be designated by the Chairman.

The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who need not be licensed to practice in the State of South Carolina to advise and assist the Review Board in performing the design review functions herein prescribed.

**Section 4: Review of Approval of Plans for Additions, Alterations or Changes to Structures in Landscaping:** No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light or other structure or improvement or development of any kind shall be commenced or erected upon any Lot or upon the exterior of any Dwelling Unit, or upon any Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or upon the Common Property, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, color and composition of roof, siding or other exterior materials and finish), site plan (showing the location of such building or structure, drives and parking area), landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.

**Section 5: Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans:** Two (2) copies of all plans and related data shall be furnished the Review Board. One copy shall be retained in the records of the Review Board. The other copy shall be returned to the Property Owner marked "Approved" or "Disapproved". The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorneys retainer in accordance with Section 3 above. Approval shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval unless a different expiration time is specified specifically and stated in the approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied

within forty-five (45) days following receipt by Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification may be based by the Review Board upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

**Section 6: Approval Not A Guarantee or Representation of Proper Design or Good Workmanship:** No approval of plans, location or specifications and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Declarant nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agree to hold the Review Board and the Declarant harmless for any failure thereof caused by the Owner's architect or builder. The Declarant reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.

**Section 7: Assignment of Architectural Review Duties:** Notwithstanding the aforesaid, the Declarant reserves the right to assign all or portions of the architectural review functions, duties and obligations as heretofore described to such other architectural review boards or committees now or hereafter formed or created by another property owner's association created for a subdivision or designated area of the Property. Such assignment of functions, duties and obligations may be subject to such conditions and limitations as the Declarant may impose upon such other architectural review board or committee, if any. All rights of the Declarant hereunder shall terminate upon termination of the Declarant's Class E voting rights.

#### ARTICLE VIII EASEMENTS

**Section 1: Easement for Utilities:** The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the Property to



erect, maintain and use poles, wires, cables, conduit, sewers, water mains, drainage ways, sprinkler or landscape irrigation systems, pumping stations, tanks, cable television systems, gas lines and other suitable equipment for the conveyance and use of electricity, telephone, water, sewer, cable television and other utilities provided, however, that (a) no utility easement shall run across any portion of a Lot or Public or Commercial Unit or other portion of the Property which is covered by an existing building or structure or across any area for which written approvals to construct a building thereon have been obtained or which is designated as a building site on a recorded subdivision map; (b) such easements for installation of utilities therein or thereon shall be maintained in as an attractive matter as is reasonable feasible; (c) the Declaration, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it may own to the Association, at which time the Association shall be responsible for and have the obligation to operate and maintain such utility easements; (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements and easements to access to such utilities and utility easements in whole or in part to another entity, whether public or private, which shall undertake to provide such utility service. These easements and rights especially include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

**Section 2: Drainage Easements:** An easement is hereby reserved for the benefit of the Declarant and the Association, their respective employees, agents, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners, the Association and the Declaration, as applicable to the extent possible to prosecute such easement work properly and expeditiously and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work.

**Section 3: Environmental Easement:** There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Property for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors of the Association or by any governmental entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense

pesticides.

**Section 4: Trespass:** Whenever the Association or the Declarant is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on the Property or on the easement areas adjacent thereto, entering the Property and then taking such action shall not be deemed a trespass.

#### ARTICLE IX GENERAL PROVISIONS

**Section 1: Duration:** This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4ths) of the votes cast at a duly held special meeting of the Association are cast in favor of terminating this Declaration at the end of its then current term. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a Certificate which shall set forth the Resolution of termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a Resolution terminating this Declaration, and the total number of votes cast against such Resolution. Said Certificate shall be made Of Record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**Section 2: Amendments:** The Declarant, its successors and assigns specifically reserve the right to amend this Declaration, or any portion hereof, in any particular, by an instrument in writing filed and recorded in the Office of the Clerk of Court for Georgetown County, South Carolina with or without the approval of any Owner or mortgagees from the date hereof until January 1, 2050. Each Owner, by acceptance of a deed or other conveyance to a Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land agrees to be bound by such amendments as are permitted by this

section. Thereafter, the procedure for amendment shall be as follows. All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendments shall be deemed approved if three-fourths (3/4ths) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes required to constitute a forum at a meeting of the Association, the total number of votes cast against the amendment. Such Addendum shall be placed Of Record.

So long as the Declarant is a Class E Member, no amendment of this Declaration shall be made without the consent of the Declarant.

**Section 3: Rule Against Perpetuities:** The 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 provisions shall be fully effective for such reduced period of time.

**Section 4: Enforcement:** This Declaration shall be enforceable by the Association, the Declarant, or any Member of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages and to enforce any lien created by this Declaration; and failure by the Association or any Member or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce the same thereafter.

**Section 5: Interpretation:** The Board of Directors of the Association shall have the right to determine all questions arising in connection with the Declaration and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation

or construction that will best tend toward the consummation of the general plan of improvement.

**Section 6: Severability:** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**Section 7: Authorized Action:** All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

**Section 8: Notices:** Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's membership list. Notice to one or two or more co-owners or co-tenants of a Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public or Commercial Unit, Development Unit Parcel or Unsubdivided Land shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

**Section 9: Termination of Association:** In the event that this Declaration be declared to be void, invalid, illegal or unenforceable in its entirety, or in such significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording of this Declaration, all Common Property belonging to the Association at the time such adjudication shall revert to the Declarant, and the Declarant shall own and operate said Common Property as Trustees for the use and benefit of Owners within the Property as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided in Article IX, Section 1, all Common Property owned by the Association at such time shall be transferred to a properly

appointed trustee which trustee shall own and operate said Common Property for the use and benefit of Owners within the Property as set forth below:

(a) Each Lot or parcel of land located within the Property shall be subject to an Annual Assessment which shall be paid by the Owner of each such Lot or parcel to the Declarant or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Declarant or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular Lot or parcel shall not exceed that amount actually assessed against that Lot or parcel in the last year that assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below;

(b) The rate of the Maximum Annual Assessment which may be charged by the Declarant or Trustee hereunder on any particular Lot or parcel may be automatically increased each year by either ten (10%) per cent of the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereafter C.P.I.) issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the Regular Maximum Annual Assessment on a Lot or parcel shall equal the Regular Maximum Annual Assessment on such Lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living;

(c) Any past due Annual Assessment together with interest thereon at the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time that Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or parcel of land and all improvements thereon, against which the assessment has been made in the hands of the then Owner, his Heirs, Devisees, Personal Representatives and Assigns;

(d) The Declarant, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Declarant or Trustee of its services in carrying out the duties herein provided. Neither the Declarant nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Property once the funds provided by the Annual Assessment have been exhausted;

(e) The Declarant shall have the right to convey title to the Common Property and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby;

(f) The Trustee shall have the power to dispose of the Common Property free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent of the Owners of Property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties of Record. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of Property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Annual Assessment on property owned by a particular Owner bears to the total Maximum Annual Assessment for all property located within the Properties.

WITNESS our hands and seals the date and year first above written.

Witnesses:

Shonda M. Howell  
Shonda J. McDaniel

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By: Litchfield Enterprises, Inc., a General Partner of the Sole General Partner of The Litchfield Company of South Carolina Limited Partnership

By: Douglas D. Richards President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Shonda M. Howell

SWORN to before me this 30th day of April, 1993.

Shonda J. McDaniel (L.S.)  
Notary Public for S. C.  
My Commission Expires: 2-26-2003

## EXHIBIT "A"

All that certain piece, parcel or plantation situate, lying and being in Georgetown County, South Carolina, Tax District No. 4 containing 2,291.3 acres, consisting of Turkey Hill Plantation, Oatland Plantation and a portion of Willbrook Plantation, now known collectively as Willbrook Plantation, as shown on map prepared by Samuel M. Harper, R.L.S., dated August 24, 1984, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 4 at page 487; more particularly described as follows: Commencing at an iron on the West side of U. S. Highway 17, thence turning and running South along the edge of said Highway South 39-10 West 2882 feet to an iron; thence North 62-50 West 230 feet to an iron; thence North 38-10 East 703 feet to an iron; thence North 52-25 West 1200 feet to axle; thence North 49-55 West 462 feet to an iron; thence South 34-35 West 1036 feet to a point; thence South 33-50 West 939 feet to an iron; thence North 72-05 West 1339.8 feet to a concrete monument; thence North 87-15 West 1954 feet to a Cypress tree; thence North 86-50 West 120 feet to an iron; thence North 87-35 West 477 feet to a Cypress tree; thence South 89-10 West 152.7 feet to a Gum 330; thence North 85-50 West 442 feet to an iron; thence North 41-30 West 395.5 feet to an iron; thence North 88-05 West 1338 feet to an iron; thence North 87-40 West 409.6 feet to a Pine tree; thence North 87-55 West 348 feet to a concrete monument; thence North 87-08 West 54.7 feet to an iron; thence North 88-04 West 1011 feet to a Cherry tree; thence North 66-04 West 116 feet to an iron; thence South 85-44 West 241 feet to an Oak tree; thence North 84-10 West 493 feet to an iron; thence North 43-01 West 911.6 feet to an iron; thence North 79-16 West 193 feet to an iron; thence North 13-15 East 1495.6 feet to a canal; thence North 84-45 West 2680 feet to a point on the Waccamaw River, the center of canal being the line; thence North Northeast 10,830 feet, more or less, to a point; thence South 27-25 East 970 feet to a point; thence South 01-25 West 190 feet to a point; thence South 88-35 East 842 feet to a point; thence North 48-55 East 173 feet to a point; thence South 83-55 East 811 feet to a point; thence South 87-40 East 337.2 feet to a point; thence South 85-10 East 791.3 feet to a point; thence South 85-00 East 458 feet to an iron; thence South 83-29 East 1013.8 feet to an Oak 3X0; thence South 86-07 East 1805.6 feet to a concrete monument; thence South 09-30 East 2910 feet to an iron; thence South 84-50 East 962 feet to an axle; thence South 35-35 West 4051.8 feet to a stone; thence South 85-05 East 2402 feet to a concrete monument; thence South 83-45 East 613 feet to an axle; thence South 82-55 East 749 feet to an iron on U. S. Highway 17 which is the point of beginning. BUTTING AND BOUNDING on the North by the Waccamaw River, S. C. Department of Highway and Public Transportation, Brookgreen Gardens and lands of Pace; On the East by Brookgreen Gardens, U. S. Highway 17, lands of T. M. Andrews and lands of Henry Simmons; on the South by the lands of The Litchfield Company of South Carolina, Inc., lands of Sara Jane Jackson; lands of Walter Bees, lands of T. M. Andrews, lands of Litchfield-By-The-Sea, land of Litchfield Golf Club, lands of The River Club and Litchfield Plantation; on the West by Litchfield Plantation and the Waccamaw River. TMS#4-409-1.



SAVING AND EXCEPTING THEREFROM the lands of Aynor Investment Association, Inc., lands of Ellen Trappier and lands of The Litchfield Company of South Carolina Limited Partnership, a S. C. Limited Partnership (formerly The Litchfield Company of South Carolina, Inc.).

SUBJECT to reservation to Martha H. Heyward, John S. Pyatt, Martha A. Pyatt, Penelope B. Parker, B. A. Pyatt, Catherine W. Pyatt, and Maham W. Pyatt in Deed recorded November 5, 1917 in Book N-1 at page 237 which reserves unto the aforementioned a certain plot of land which has been set apart as a graveyard or cemetery with a right-of-way or easement from the most convenient landing to the cemetery, which said reservation with appurtenant right-of-way is reserved only to the aforementioned and their heirs.

SAVING AND EXCEPTING THEREFROM Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 48 and 49 of Stage I, Willbrook Plantation, all of which are more fully shown on map recorded in Slide 48 at page 3.

SAVING AND EXCEPTING THEREFROM Lot Forty-four (44) of Stage I, Willbrook Plantation conveyed to Samuel G. Hubbard, Jr., et al, by deed recorded May 1, 1992 in Deed Book 470 at page 270, said lot being more fully shown on map recorded in Plat Book 98 at page 3B.

SAVING AND EXCEPTING THEREFROM Lots 2, 3, 6, 8, 9, 10, 11, 12, 13, 14, 15 of Stage II, Willbrook Plantation, all of which are more fully shown on map recorded in Slide 48 at page 4.

SAVING AND EXCEPTING THEREFROM Lots 18, 19, 25, 26, 27, 28, 29, 39, 40, 41, 42, 43, 44, 45, 47, 48, 50, 61, 62, 63, 64, 67, and 74 of Stage II, Willbrook Plantation, all of which are more fully shown on map recorded in Slide 48 at page 5.

SAVING AND EXCEPTING THEREFROM Lots 1, 2, 3, 12, 13, 15, 16, 17, 21, 22, 26 and 38 of Stage III, Willbrook Plantation, all of which are more fully shown on map recorded in Slide 67 at page 1.

SAVING AND EXCEPTING THEREFROM All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #8 of Willbrook Plantation Country Club Stage III as shown on that certain "Plat of Willbrook Plantation Country Club Stage III" prepared by ETS-Engineering & Technical Services, Inc., dated February 10, 1989, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 47 at Page 10. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

Being premises conveyed to Ralph Stroman by deed recorded November 6, 1990 in Deed Book 402 at page 141.

**ALSO:** A nonexclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U. S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property.

**SAVING AND EXCEPTING THEREFROM** All that certain piece, parcel or strip of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 between the western edge of Lot 8, Stage III, Willbrook Plantation and the mean highwater mark of Oatland Creek as is more fully shown on "Plat of Willbrook Plantation Country Club Stage III" prepared by ETS-Engineering & Technical Services, Inc. dated February 10, 1989, as revised and recorded in the Office of the Clerk of Court for Georgetown County in Slide 47 at page 10. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

Being premises conveyed unto Ralph Stroman by deed recorded November 6, 1990 in Deed Book 402 at page 151.

**SAVING AND EXCEPTING THEREFROM** All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #7 of Willbrook Plantation Country Club Stage III as shown on that certain "Survey of Lot 7 and Revised Lot 8 and 9, Stage III, Willbrook Plantation, at Willbrook Plantation Country Club, Georgetown County, South Carolina for Litchfield Company of South Carolina" prepared by ETS-Engineering & Technical Services, Inc., dated April 30, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Slide 100 at Page 4A. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

**ALSO:** A nonexclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U. S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property

**SAVING AND EXCEPTING THEREFROM** All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina Tax District #4 containing 6,063 square feet, more or less, as shown on that certain "Survey of Lot 7 and Revised Lot 8 and 9, Stage III, Willbrook Plantation, at Willbrook Plantation Country Club, Georgetown County, South Carolina for Litchfield Company of South Carolina" prepared by ETS-Engineering and Technical Services, Inc., dated April 30, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Slide 100 at page 4A, and being more particularly described according to said map as follows: Commencing at the northernmost point at a common corner with Lot 8, Stage III, Willbrook Plantation, thence running S 14° 10' 5" E 190.66 feet to an iron; thence running S 4° 20' 27"

E 46.60 feet to an iron; thence turning and running N 88° 5' 38" W 86.77 feet to an iron; thence turning and running N 45° 34' 33" E along the arc of a curve to the right, said curve having a radius of 20 feet, a length of 18.76 feet and a chord of 18.08 feet to an iron; thence running N 48° 23' 43" E along the arc of a curve to the left, said curve having a radius of 50 feet; a length of 41.98 feet; and a chord of 40.76 feet to an iron; thence running N 10° 12' 46" E along the arc of a curve to the left, said curve having a radius of 50 feet; a length of 24.66 feet and a chord of 24.41 feet to an iron; thence running N 3° 54' 47" W 25' to an iron; thence running N 3° 53' 29" W 140.08 feet to an iron, which iron marks the point of beginning.

ALSO: A nonexclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U. S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property.

SAVING AND EXCEPTING THEREFROM Parcel One: All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as **Lot Nos. 1, 2, 3, 12 13, 15, 16, 17 and 21** of **Willbrook Plantation Country Club Stage III** as shown on that certain "Plat of Willbrook Plantation Country Club Stage III" prepared by ETS-Engineering & Technical Services, Inc., dated February 10, 1989, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 47 at Page 10. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

ALSO: A nonexclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U. S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property.

SAVING AND EXCEPTING THEREFROM Parcel Two: All that certain piece, parcel or tract of land, lying and being in the County of Georgetown, State of South Carolina, and being a portion of Red Squirrel Lane, located in Stage III, Willbrook Plantation, as shown in Slide Book 67 at page 1, Georgetown County Clerk of Court's Office. Said parcel of land containing 0.28 Acres, more or less, and is more particularly described as follows:

Beginning at a point located on the eastern right-of-way of Red Squirrel Lane, said point being at a common corner between Lots 13 and 14, Stage III, Willbrook Plantation and running Southwesterly along the Eastern right-of-way of Red Squirrel Lane an arc distance of 258.76' subtended by a radius of 675' to a point on a cul-de-sac, thence along the cul-de-sac for an arc distance of 2262.97' subtended by a radius of 50' to a point on the Western right-of-way of Red Squirrel Lane, thence Northeasterly along the Western right-of-way of Red Squirrel Lane an arc distance of 216.22' subtended by

a radius of 625' to a point, being a common corner between Lots 3 and 4, Stage III, Willbrook Plantation, thence S 68° 00' 58" E 56.00' to the point of beginning.

Said parcel of land Butts and Bounds as follows:

North - Reminder of Red Squirrel Lane  
East - Lots 12 and 13, Stage III, Willbrook Plantation  
South - A 50' buffer area between Willbrook Plantation and Litchfield Plantation  
West - Lots 1, 2 and 3, Stage III, Willbrook Plantation

Parcel Three

**TOGETHER WITH** a non-exclusive appurtenant easement of ingress and egress for both pedestrian and vehicular traffic, including the right to construct and pave driveways, over and across that certain 50' buffer area as shown on that certain "Plat of Willbrook Plantation Country Club Stage III", prepared by ETS-Engineering and Technical Services, Inc., dated February 10, 1989, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 47 at page 10. This easement shall be appurtenant to Parcel One. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

**ALSO:** A nonexclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U. S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property.

Parcels One, Two and Three, being premises conveyed unto Louise P. Parson by deed recorded July 12, 1991 in Deed Book 433 at page 294.

**SAVING AND EXCEPTING THEREFROM** 6.8 acres and easement conveyed unto the Georgetown County Water and Sewer Authority by deed recorded on May 26, 1988 in Deed Book 287 at page 310, said property being more fully shown in Plat Book 10 at page 47.

**SAVING AND EXCEPTING THEREFROM** 1.67 acres conveyed unto the County of Georgetown (for the Midway Fire Department) by deed recorded on July 11, 1988 in Deed Book 294 at page 29, said property being more fully shown on map recorded in Slide Book 1 at page 3A.

**SAVING AND EXCEPTING THEREFROM** Lot Located North of Oatland Lake Road conveyed to Georgetown County Water & Sewer District (for Sewer Pump Station) by deed recorded on June 1, 1990 in Deed Book 382 at page 98, said property being more fully shown on map recorded in Plat Book 11 at page 707.

**SAVING AND EXCEPTING THEREFROM** .23 acre conveyed to Brookgreen Gardens by deed recorded June 6, 1990 in Deed Book 382 at page 277, said property being more fully shown on map recorded in Plat Book

11 at page 702.

**SAVING AND EXCEPTING THEREFROM** Golf Course and Easement conveyed to Myrtle Beach National Golf Club, Inc. by deed recorded on December 7, 1990 in Deed Book 406 at page 155, said property being more fully shown on map recorded in Slide 69 at pages 1-4.

**SAVING AND EXCEPTING THEREFROM** Oatland Lake and Dike conveyed to Myrtle Beach National Golf Club, Inc. by deed recorded on December 7, 1990 in Deed Book 406 at page 183.

**SAVING AND EXCEPTING THEREFROM** One (1) acre and easement (Golf Course Maintenance Area) conveyed to Myrtle Beach National Golf Club, Inc. by deed recorded on December 7, 1990 in Deed Book 406 at page 199; said property being more fully shown on map recorded in Slide 70 at page 2-A.

**SAVING AND EXCEPTING THEREFROM** Willbrook Entrance and Allston Blvd. conveyed to Willbrook Community Association, Inc. by deed recorded on December 7, 1990 in Deed Book 407 at page 32, said property being more fully shown on map recorded in Slide 69 at page 4.

**SAVING AND EXCEPTING THEREFROM** .088 Acre located Southeast of River Road conveyed to the Georgetown County Water and Sewer Authority by deed recorded January 29, 1991 in Deed Book 413 at page 309, said property being more fully shown on map recorded in Slide 73 at page 1-A.

**SAVING AND EXCEPTING THEREFROM** 4.66 Acres fronting on U.S. Highway 17 conveyed to St. Paul's United Methodist Church by deed recorded on July 25, 1991 in Deed Book 435 at page 137.

**SAVING AND EXCEPTING THEREFROM** 5.908 square feet conveyed to Myrtle Beach National Golf Club, Inc. by deed recorded November 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 494 at Page 77 as shown on map entitled "Survey Plat of Portions of Stage II, Phase I, Willbrook Plantation" surveyed by E.T.S. dated October 28, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Slide 106 at Page 7B; and 260 square feet as shown on a map entitled "Survey Plat of Portions of Stage II, Phase I, Willbrook Plantation surveyed by E.T.S. dated October 28, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Slide 106 at Page 7B.

**DERIVATION:** Being premises conveyed by Litchfield-By-The-Sea, a Joint Venture to The Litchfield Company of South Carolina Limited Partnership by deed recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

MCNAIR & SANFORD, P.A.  
James B. Moore, Jr.(rtm)

COPY

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

FIRST SUPPLEMENTAL DECLARATION  
OF SPECIAL COVENANTS FOR THE  
WILLBROOK PLANTATION ROAD MAINTENANCE  
DISTRICT ASSOCIATION, INC.

FILED  
L. WILLIAMS  
CCCP & GS  
93 JUN 22 PM 1:29  
REC'D  
BOOK

This First Supplemental Declaration of Special Covenants for  
the Willbrook Plantation Road Maintenance District Association,  
Inc., (the "First Supplemental Declaration") made as of the 24th  
day of May, 1993 by The Litchfield Company of South Carolina  
Limited Partnership, a limited partnership formed under the South  
Carolina Limited Partnership Act, hereinafter referred to as the  
"Declarant".

W I T N E S S E T H:

WHEREAS, Declarant did make and declare that certain  
Declaration of Special Covenants for the Willbrook Plantation Road  
Maintenance District Association, Inc. (the "Declaration") dated  
April 30, 1993 and recorded April 30, 1993 in the Office of the  
Clerk of Court for Georgetown County in Deed Book 518 at Page 35;  
and

WHEREAS, the Declarant reserved in Article II, Section 2 of  
the Declaration the right to subject additional properties to the  
Declaration; and

WHEREAS, the Declarant seeks to subject the property described  
on Exhibit "A" hereto to the Declaration in accordance with its  
reserved rights.

NOW THEREFORE, The Litchfield Company declares that the real  
property described in Exhibit "A" is and shall be held,  
transferred, sold, conveyed, given, donated, leased, occupied and  
used subject to the Declaration, as amended and supplemented as  
hereinabove stated.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 24 day of May, 1993.

Witnesses:

Meg Wilcox  
Sherry Parker

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By its sole General Partner:  
Litchfield Enterprises, Inc.

By: Douglas D. Richards  
Title: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by its duly authorized officer, sign, seal and as its act and deed deliver the within written First Supplemental Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 24 day of May, 1993.

Meg Wilcox

Imma Skel-Chidley  
Notary Public for South Carolina  
My Commission Expires: 8/14/2001

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as **Lot Number 31 of Willbrook Plantation Country Club Stage I** as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Wendell C. Powers, R.L.S., dated April 15, 1987, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at Page 3. All of which will more fully and at large appear by reference to the above plat which is incorporated herein and made a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of The Bright Morning Company dated 09/05/91 and recorded 09/06/91 in the Office of the Clerk of Court for Georgetown County in Deed Book 441 at Page 27.

ALSO:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as **Lot Numbers 2 and 3 of Willbrook Plantation Country Club Stage II** as shown on that certain "Revised Plat of Lots 1 - 17, Stage II, in Willbrook Plantation Country Club Stage" prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at Page 4. All of which will more fully and at large appear by reference to the above plat which is incorporated herein and made a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of The Bright Morning Company dated May 24, 1993 and recorded June 22, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book \_\_\_\_ at Page \_\_\_\_.



MCNAIR & SANFORD, P.A.  
James B. Moore, Jr.(rtm)

COPY

BOOK  
MAY 22 1993  
1:29  
WILLIAMS  
LIPP & G.S.

STATE OF SOUTH CAROLINA )  
                                  )     FIRST SUPPLEMENTAL DECLARATION  
                                  )     OF SPECIAL COVENANTS FOR THE  
COUNTY OF GEORGETOWN     )     WILLBROOK PLANTATION ROAD MAINTENANCE  
                                  )     DISTRICT ASSOCIATION, INC.

This First Supplemental Declaration of Special Covenants for  
the Willbrook Plantation Road Maintenance District Association,  
Inc., (the "First Supplemental Declaration") made as of the 24th  
day of May, 1993 by The Litchfield Company of South Carolina  
Limited Partnership, a limited partnership formed under the South  
Carolina Limited Partnership Act, hereinafter referred to as the  
"Declarant".

W I T N E S S E T H:

WHEREAS, Declarant did make and declare that certain  
Declaration of Special Covenants for the Willbrook Plantation Road  
Maintenance District Association, Inc. (the "Declaration") dated  
April 30, 1993 and recorded April 30, 1993 in the Office of the  
Clerk of Court for Georgetown County in Deed Book 518 at Page 35;  
and

WHEREAS, the Declarant reserved in Article II, Section 2 of  
the Declaration the right to subject additional properties to the  
Declaration; and

WHEREAS, the Declarant seeks to subject the property described  
on Exhibit "A" hereto to the Declaration in accordance with its  
reserved rights.

NOW THEREFORE, The Litchfield Company declares that the real  
property described in Exhibit "A" is and shall be held,  
transferred, sold, conveyed, given, donated, leased, occupied and  
used subject to the Declaration, as amended and supplemented as  
hereinabove stated.

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot Number 31 of Willbrook Plantation Country Club Stage I as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Wendell C. Powers, R.L.S., dated April 15, 1987, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at Page 3. All of which will more fully and at large appear by reference to the above plat which is incorporated herein and made a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of The Bright Morning Company dated 09/05/91 and recorded 09/06/91 in the Office of the Clerk of Court for Georgetown County in Deed Book 441 at Page

27 .

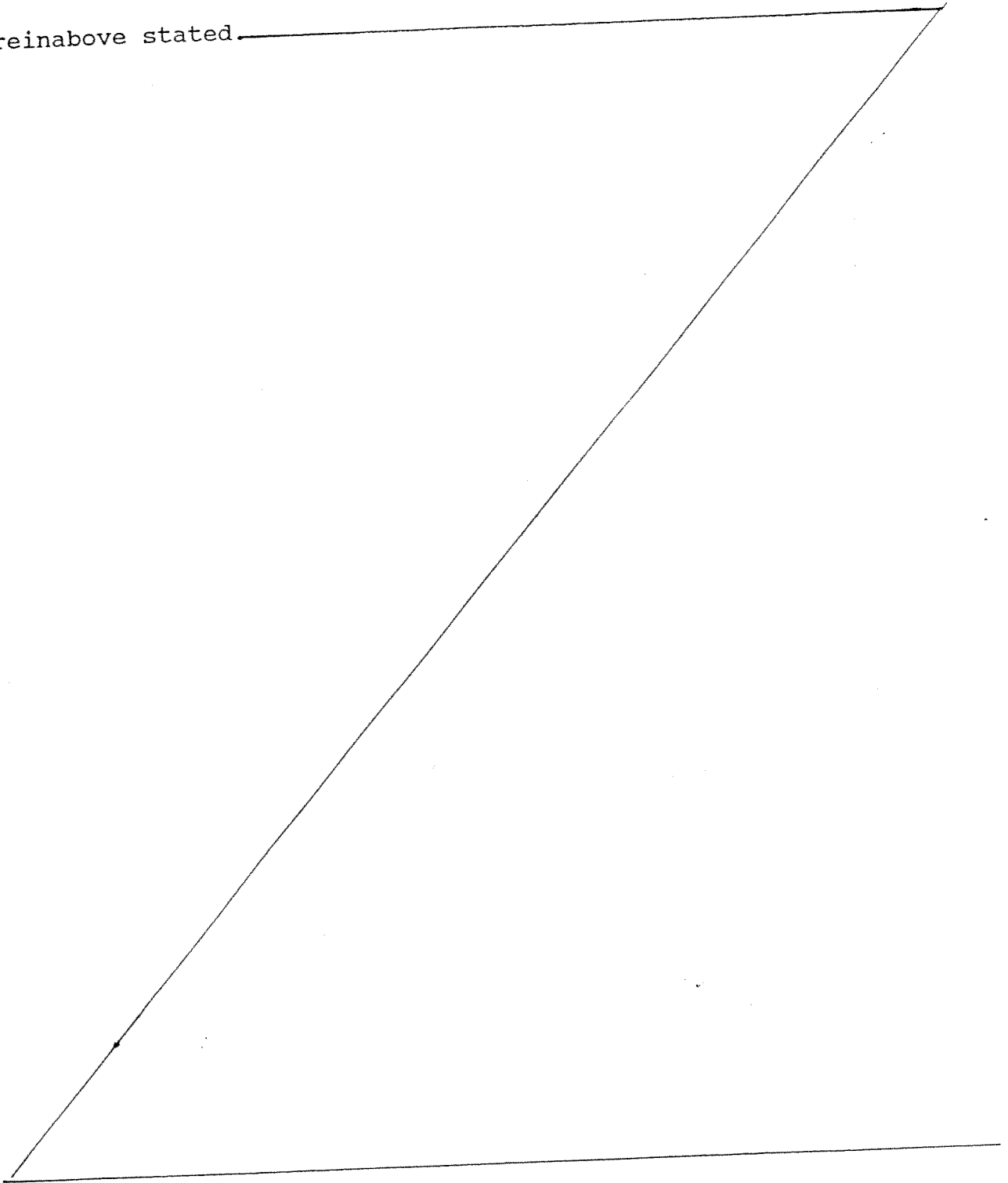
ALSO:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot Numbers 2 and 3 of Willbrook Plantation Country Club Stage II as shown on that certain "Revised Plat of Lots 1 - 17, Stage II, in Willbrook Plantation Country Club Stage" prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at Page 4. All of which will more fully and at large appear by reference to the above plat which is incorporated herein and made a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of The Bright Morning Company dated May 24, 1993 and recorded June 22, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book      at Page      .



property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, as amended and supplemented as hereinabove stated.



IN WITNESS WHEREOF, the undersigned has set its Hand and Seal this 7th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-four and in the Two Hundred Nineteenth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Phonda M. Howell  
Phonda J. McDaniel

THE LITCHFIELD COMPANY OF SOUTH  
CAROLINA LIMITED PARTNERSHIP

By: its sole General Partner:  
Litchfield Enterprises,  
Inc.

By: Douglas D. Richardson (SEAL)  
President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP by its Sole General Partner, Litchfield Enterprises, Inc. by Douglas D. Richardson its President, sign, seal and as its act and deed, deliver the within written Second Supplemental Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. mentioned and that (s)he with the other witness whose name is subscribed thereto witnessed the execution thereof.

SWORN TO before me this 7th day of July, 1994.

Phonda M. Howell

Phonda J. McDaniel  
Notary Public for S. C.  
My Commission Expires: 2-26-2003

## EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #20, Stage I of Willbrook Plantation Country Club Stage I as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Powers & Associates, Inc., R.L.S., dated May 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of Richard T. Holzmann recorded March 9, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 561 at Page 283.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #41, Stage I of Willbrook Plantation Country Club Stage I as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Powers & Associates, Inc., R.L.S., dated May 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

A non-exclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U.S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property as subject to the below conditions.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of Thad S. Goff recorded April 4, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 565 at Page 116.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GEORGETOWN ) **SECOND AMENDMENT TO DECLARATION  
 OF SPECIAL COVENANTS FOR THE  
 WILLBROOK PLANTATION ROAD  
 MAINTENANCE DISTRICT  
 ASSOCIATION, INC.**

This Second Amendment to Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc., (the "Second Amendment") made as of the 20 day of December, 2002 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership formed under the South Carolina Limited Partnership Act, hereinafter referred to as the "Declarant".

**WITNESSETH:**

WHEREAS, Declarant did make and declare that certain Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. (the "Declaration") dated April 30, 1993 and recorded April 30, 1993 in the R.O.D. Office for Georgetown County in Deed Book 518 at Page 35; and

WHEREAS, Declarant did make and declare that certain First Amendment Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. (the "First Amendment") dated November 7, 1996 and recorded November 7, 1996 in the R.O.D. Office for Georgetown County in Deed Book 731 at Page 288; and

WHEREAS, the Declarant reserved in Article IX, Section 2 of the Declaration the right to unilaterally amend the Declaration without the approval of any Owner or mortgagees until January 1, 2050; and

WHEREAS, the Declarant seeks to amend the Declaration as hereinafter provided.

NOW THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. The Declarant does hereby amend the Declaration to add thereto Article V, Section 3(a)(4)(ix).

Hospitals, schools, institutional uses

\$180 per 500 square feet of enclosed  
 Heated and air conditioned space

Except as hereinbefore altered, amended or changed, all other provisions of the Declaration shall remain in full force and effect.

*Joh* 4-409-1

*POA*





STATE OF SOUTH CAROLINA ) FIRST AMENDMENT TO DECLARATION  
 ) OF SPECIAL COVENANTS FOR THE  
COUNTY OF GEORGETOWN ) WILLBROOK PLANTATION ROAD MAINTENANCE  
DISTRICT ASSOCIATION, INC.

This First Amendment to Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc., (the "First Amendment") made as of the 7<sup>th</sup> day of November, 1996 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership formed under the South Carolina Limited Partnership Act, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant did make and declare that certain Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. (the "Declaration") dated April 30, 1993 and recorded April 30, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 518 at Page 35; and

WHEREAS, the Declarant reserved in Article IX, Section 2 of the Declaration the right to unilaterally amend the Declaration without the approval of any Owner or mortgagees until January 1, 2050; and

WHEREAS, the Declarant seeks to amend the Declaration as hereinafter provided.

NOW THEREFORE, The Litchfield Company does hereby amend the Declaration as follows:

1. The Litchfield Company does hereby amend the Declaration to add thereto Article V, Section 3(a)(4)(viii).

Hotels, motels, inns \$100 per guest room

2. Article V, Section 4 of the Declaration is hereby amended and restated as follows:

Section 4. Special Assessments for Capital Improvements and Emergencies. In addition to the Annual Assessments authorized by above, the Association may levy in any assessment year, Special Assessment(s) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Property; for additions to the Common Property; to provide for the necessary facilities and equipment to perform services authorized herein; to pay any loan made to the Association to enable it to perform the duties and functions authorized herein; and for the purpose of defraying, in whole or in part, the cost of any emergency repairs,

restorations, maintenance or improvements made necessary by emergencies. The amount of such Special Assessment(s) shall be fixed by a vote of a majority of the Board of Directors provided, however, the portion of each Special Assessment be paid by the Owners of the various classifications of assessable property shall be equal to their respective proportions of the Annual Assessments made for the assessment year during which such Special Assessments are levied.

3. Article IX, Section 2 is hereby amended and restated as follows:

Section 2. Amendments. The Declarant, its successors and assigns specifically reserve the right to amend this Declaration, or any portion hereof, in any particular, by an instrument in writing filed and recorded in the R.M.C. Office for Georgetown County, South Carolina with or without the approval of any Owner or mortgagees from the date hereof until January 1, 2050. Each Owner, by acceptance of a deed or other conveyance to a Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land agrees to be bound by such amendments as are permitted by this section. Thereafter, the procedure for amendment shall be as follows. All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendments shall be deemed approved if three-fourths (3/4ths) of the votes cast at such meeting vote in favor of such proposed amendment. Notwithstanding the aforesaid, no proposed amendment which seeks to alter the proportionate payment of assessments set forth in Article V, Section 3(i) and Article V, Section 4 shall be deemed approved without the unanimous vote of the Members of each class of Owner. Notice shall be given to each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes required to constitute a forum at a meeting of the Association, the total number of votes cast against the amendment. Such Addendum shall be placed Of Record.

So long as the Declarant is a Class E Member, no amendment of this Declaration shall be made without the consent of the Declarant.

Except as hereinbefore altered, amended or changed, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 7<sup>th</sup> day of November, 1996.

Signed, Sealed and Delivered  
in the Presence of:

James B. Brown Jr.  
Rebecca A. Battle

**THE LITCHFIELD COMPANY OF SOUTH  
CAROLINA LIMITED PARTNERSHIP**

By its sole General Partner:  
Litchfield Enterprises, Inc.

By: [Signature]  
Title: President

STATE OF SOUTH CAROLINA )  
  )     PROBATE  
COUNTY OF GEORGETOWN     )

**PERSONALLY** appeared before me the undersigned witness and made oath that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by its duly authorized officer, sign, seal and as its act and deed deliver the within written First Amendment to Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 7<sup>th</sup> day of November, 1996.

Rebecca A. Battle

James B. Brown Jr.  
Notary Public for South Carolina  
My Commission Expires: 3/25/2001

McLair (r4m)

5810 2.8

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

SECOND SUPPLEMENTAL DECLARATION  
OF SPECIAL COVENANTS FOR THE  
WILLBROOK PLANTATION ROAD MAINTENANCE  
DISTRICT ASSOCIATION, INC.

FILED  
L. WILLIAMS  
Clerk of Court  
JUL 7 1994  
Georgetown, S.C.

This Second Supplemental Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc., (the "Second Supplemental Declaration") made as of the 7th day of July, 1994 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership formed under the South Carolina Limited Partnership Act, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

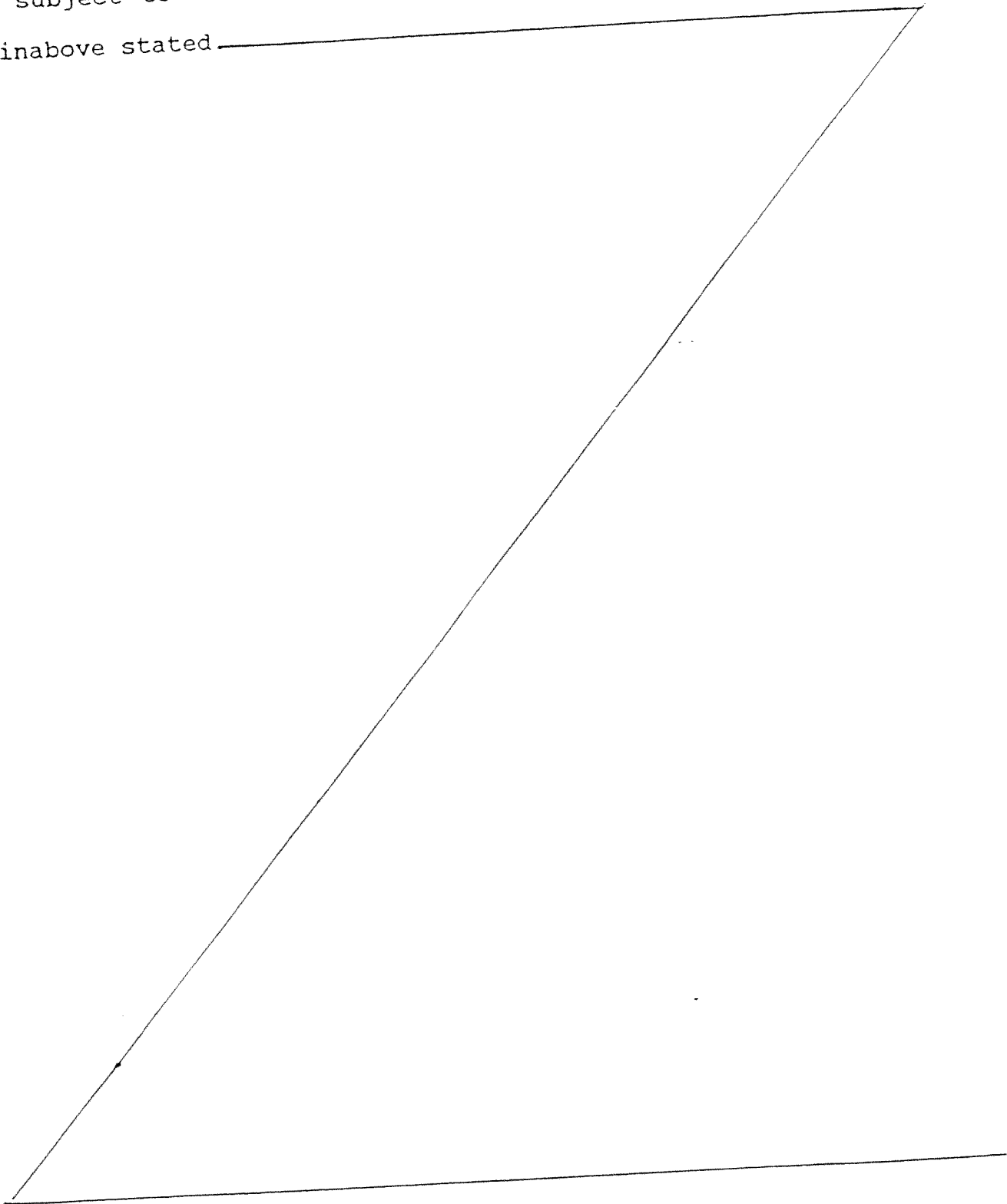
WHEREAS, Declarant did make and declare that certain Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. (the "Declaration") dated April 30, 1993 and recorded April 30, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 518 at Page 35; and amended by that First Supplemental Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. dated May 24, 1993 and recorded June 22, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 525 at Page 283 (the "First Supplemental Declaration"); and

WHEREAS, the Declarant reserved in Article II, Section 2 of the Declaration the right to subject additional properties to the Declaration; and

WHEREAS, the Declarant seeks to subject the property described on Exhibit "A" hereto to the Declaration in accordance with its reserved rights.

NOW THEREFORE, The Litchfield Company declares that the real

property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, as amended and supplemented as hereinabove stated.



IN WITNESS WHEREOF, the undersigned has set its Hand and Seal this 7th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-four and in the Two Hundred Nineteenth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Phanda M. Howell  
Phanda J. McDaniel

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By: its sole General Partner: Litchfield Enterprises, Inc.

By: Douglas D. Richardson (SEAL) President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP by its Sole General Partner, Litchfield Enterprises, Inc. by Douglas D. Richardson its President, sign, seal and as its act and deed, deliver the within written Second Supplemental Declaration of Special Covenants for the Willbrook Plantation Road maintenance District Association, Inc. mentioned and that (s)he with the other witness whose name is subscribed thereto witnessed the execution thereof.

SWORN TO before me this 7th day of July, 1994.

Phanda M. Howell

Phanda J. McDaniel  
Notary Public for S. C.  
My Commission Expires: 2-26-2003

## EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #20, Stage I of Willbrook Plantation Country Club Stage I as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Powers & Associates, Inc., R.L.S., dated May 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of Richard T. Holzmann recorded March 9, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 561 at Page 283.

## ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 more particularly shown and delineated as Lot #41, Stage I of Willbrook Plantation Country Club Stage I as shown on that certain "Plat of Willbrook Plantation Country Club Stage I" prepared by Powers & Associates, Inc., R.L.S., dated May 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360. All of which will more fully appear by reference to the aforesaid map which is hereby made, pro tanto, a part and parcel hereof.

A non-exclusive easement of ingress and egress over and across the roadways as they now exist or may hereafter exist leading from the above described premises to U.S. Highway 17 and/or the River Road; said easement being appurtenant to and running with the above described real property as subject to the below conditions.

Being premises conveyed to The Litchfield Company of South Carolina Limited Partnership by deed of Thad S. Goff recorded April 4, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 565 at Page 116.