

6878-864-443  
6878-866-370  
6878-879-387  
6878-884-421

6878-891-457  
6878-896-404

201300003146  
TINSLEY & ADAMS  
PO BOX 1506  
GREENWOOD SC 29648-1506

201300003146  
Filed for Record in  
GREENWOOD COUNTY SC  
ANGELA WOODHURST, COUNTY CLERK  
04-23-2013 At 03:23 PM.  
RESTRICTION 10.00  
Book 1358 Page 16 - 16

STATE OF SOUTH CAROLINA

AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
CHARLESTON PLACE ON LAKE GREENWOOD, LLC  
GREENWOOD, SOUTH CAROLINA

COUNTY OF GREENWOOD

WHEREAS, that certain entity known as Charleston Place on Lake Greenwood, LLC did cause to be created a Subdivision known as Charleston Place on Lake Greenwood, also known as, Charleston Place Subdivision; and

WHEREAS, without changing the name of the LLC, the Developer does wish to change the name of the Subdivision per se to "The Landing on Lake Greenwood"; and

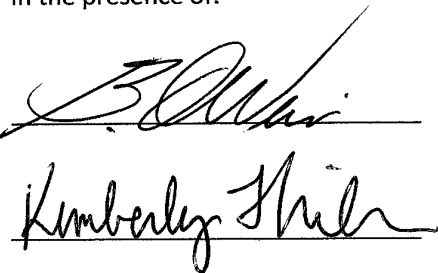
WHEREAS, paragraph 23 of the original Declaration which is recorded in Deed Book 1202, at Page 141, allows for Amendments to the Declaration by at least 75% of the owners of record of lots within the Subdivision; and

WHEREAS, the Developer owns in excess of 75% of the lots in the development;


NOW, THEREFORE, Know all men by these presents that the undersigned for and in consideration of the premises do hereby declare as follows: the new name of the Charleston Place on Lake Greenwood shall henceforth and forever more be known as "The Landing on Lake Greenwood".

IN WITNESS WHEREOF, the Developer, Charleston Place on Lake Greenwood, LLC has caused these presents to be executed in its official name this 17<sup>th</sup> day of April, 2013.

In the presence of:

  
Kimberly Shuler

CHARLESTON PLACE ON LAKE GREENWOOD, LLC

By:   
Its: Manager/Member

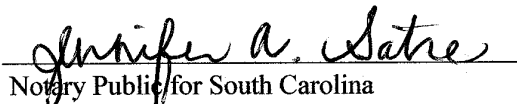
STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF GREENWOOD )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2013 by Charleston Place on Lake Greenwood, LLC by Erik Weir its Manager/Member.



  
Notary Public for South Carolina

My Commission Expires: 07/09/2022

201000001825  
TINSLEY & ADAMS  
PO BOX 1506  
GREENWOOD SC 29648-1506

6878-896-404

cut JB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR CHARLESTON PLACE ON LAKE GREENWOOD, LLC  
GREENWOOD, SOUTH CAROLINA

201000001825  
Filed for Record in  
GREENWOOD COUNTY SC  
INGRAM MOON, COUNTY CLERK  
03-22-2010 At 10:34 am.  
RESTRICTION 20.00  
Book 1202 Page 141 - 154

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENWOOD )

Instrument Book Page  
201000001825 1202 141

THIS DECLARATION made this 18<sup>th</sup> day of March, 2010, by CHARLESTON PLACE ON LAKE GREENWOOD, LLC, a South Carolina Limited Liability Company, hereinafter sometimes called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the property and to assure the best use and most appropriate development and improvements of the property; and

WHEREAS, to this end, Developer desires to subject the property to the covenants, conditions, restrictions, and easements hereinafter set forth (referred to collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Charleston Place on Lake Greenwood, LLC to create covenants and restrictions for the overall benefit of the entire development;

NOW, THEREFORE, IN CONSIDERATION of said benefits to be derived by Developer and subsequent owners of said lots, the undersigned does hereby establish, publish, and declare that the covenants and restrictions hereinafter set forth shall apply to all of said lots located on the property described in Exhibit "A", attached hereto and incorporated herein by reference, and only to such lots and to no other property of the Developer, except as hereinafter set forth, becoming effective immediately and running with the land to be binding upon all persons claiming under the undersigned.

EXHIBIT "A"

That real estate referenced in the foregoing declaration herein designated as the "Property" or "Charleston Place on Lake Greenwood, LLC" is described as follows:

All those certain lots of land situate, lying, and being in the County of Greenwood, State of South Carolina, shown and designated as Lots 1 through 70, both inclusive, of Charleston Place on Lake Greenwood, LLC on several separate plats by Davis & Floyd Engineers Inc., the first of which is recorded in Plat Book 139 at page 8 in the office of the Clerk of Court for Greenwood County; other sections and phases shall be recorded later.

Also, the common area and other lands shown on said plat intended to be part of the overall subdivision and subject to these restrictions.

ARTICLE I.  
DEFINITIONS

1. Lot. Any numbered plot of land comprising a single dwelling site designated on any plat or survey of Charleston Place on Lake Greenwood, LLC recorded in the office of the Register of Mesne Conveyances of GREENWOOD County, South Carolina, now or hereafter made subject to the Declaration including Phase I referenced herein and any subsequent phases.

2. Residential Use of Property. All lots of land as shown on the plat shall be known and described as residential property and shall be used for residential purposes only.

3. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property and excluding those persons who shall have such interest merely as security for the performance of the obligation.

4. Person. An individual, his, her, or their heirs or assigns.

5. Developer. Charleston Place on Lake Greenwood, LLC, a South Carolina limited liability company, or any successor-in-title to the said Charleston Place on Lake Greenwood, LLC, to all or some portion of the property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

6. Declaration. This Declaration of Covenants, Conditions, Restrictions, and Easements, as the same may be amended, renewed, or extended from time to time in the manner herein prescribed.

7. Charleston Place on Lake Greenwood, LLC. That certain residential community known as Charleston Place on Lake Greenwood, LLC which is being developed on real property now owned by Developer in Greenwood County, South Carolina, together with such additions thereto as may from time to time be designated by Developer.

8. Mortgage. Any real estate mortgage, bill of sale to secure debt, deed to secure debt, deed of trust, and any and all other similar instruments given to secure the payment of an indebtedness.

9. Architectural Control Committee. A board or committee as set forth in detail herein to review and approve construction within the property and to oversee the enforcement of these covenants and restrictions. Until all the lots in Charleston Place on Lake Greenwood, LLC (which shall include future phases, if any, made subject to this declaration by Developer) have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Developer, Charleston Place on Lake Greenwood, LLC, or its successors or assigns. At such time as all of the lots in Charleston Place on Lake Greenwood, LLC have been fully developed, permanent improvements constructed there, and also sold to permanent residents, the Developer shall

notify all the record owners of lots in Charleston Place on Lake Greenwood, LLC to that effect, and thereupon the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate; and, thereafter, the record owners of a majority of the lots in Charleston Place on Lake Greenwood, LLC shall have the right, power, and authority, through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such committee shall act. Notice to the record owners by Developer under this provision shall be in writing and shall be deemed given if delivered at the lot of each of the record owners. The costs of the architectural review will be borne by the owner of the property on which the proposed improvement is to be made.

10. Association. Shall mean and refer to Charleston Place on Lake Greenwood, LLC Homeowners Association, Inc., a non-profit South Carolina corporation, its successors and assigns.

11. Common Area. Shall mean and refer to those areas of land and any improvements thereon which are or will be deeded to the Association and designated in said deeds as "Common Properties." The term "Common Area" shall include any personal property acquired by the Association if said property is designated as "Common Area". All common area is to be devoted to and intended for the common use and enjoyment of the owners/members of the properties (subject to any fee schedules and operating rules adopted by the Association), if any there may be, among others, used for sport, enhancement of the value of the property, engineering necessities, transportation necessities, maintenance, health, general welfare, and enjoyment of any or all owners of said properties, etc.

## ARTICLE II PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in, to, over, and through the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations after notice and hearing before the Board;

(c) The right of the Declarant and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the common area and to execute and deliver a mortgage on the common area;

(d) The right of the Declarant, so long as it owns lots, to place promotional signs and literature in the common area.

2. Delegation of Use. After prior written approval by the Board, any owner may delegate, in accordance with the by-laws of the Association, his rights of enjoyment to the

common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every owner of a lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, and the membership shall be appurtenant to and may not be separated from ownership of any lot.

2. Voting Rights. The Association shall have one class of voting membership:

(a) Class A. Class A members shall be all those owners as defined in Article III, Section I, including the Declarant. Class A members shall be entitled to one vote for each lot in which they hold interest required for membership under Article III, Section 1. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

3. Developer. Has the total and exclusive voting control as to membership in the association and as sole officer (President, Vice President, Secretary, and Treasure) until such time as at least  $\frac{3}{4}$  of the platted lots have been sold.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the lien and personal obligations of assessments. The declarant for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established as hereafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. Developers shall never have the responsibility of paying any dues or assessments.

2. Purpose of assessments. The purpose of assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and in particular for the administration, acquisition, improvements, and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area, including, but not limited to, the cost of repairs, replacements, additions, the cost of labor, equipment, materials, management, and supervision, the services, water, and sewer services furnished to the common area, the employment of attorneys to represent the Association when necessary and such other needs as may arise.

3. Maximum annual assessment. Beginning January 1, 2008, the annual assessment shall be the sum of \$ 400.00 payable annually per lot.

(a) From and after January 1, 2010, and for each calendar year thereafter, the annual assessment shall be established by the Board and may be increased annually by the Board without approval of the owners.

(b) The Board may fix an annual assessment at any amount that it, in its sole discretion, deems appropriate.

(c) The Board shall, in connection with the fixing of the annual assessments, prepare or cause to be prepared, an annual budget showing the service furnished by the Association and the cost thereof per unit.

4. Special assessments for capital improvements. In addition to the annual assessments authorized by Article IV, Section 3, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property relating thereto. All special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis. Special assessments are to be determined and established solely by the Board, as it deems appropriate.

5. Notice and quorum for any action authorized under Sections 3 and 4 of Article IV. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be the presence of members or proxies entitled to cast fifty percent (50%) of all votes. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The only action that may be taken by vote of the membership is that of removal and replacement of the Board, which requires an affirmative vote of 60% of those present or represented by proxy.

6. Uniform rate of assessment. Both annual and special assessments must be fixed at a non-uniform rate for each lot and may be collected on a monthly basis, or any other basis approved by the Board of Directors. The Homeowners Association will maintain each lot and differing costs of maintenance may impact various rates and dues per lot.

7. Day of commencement of annual assessments: Due dates. The annual assessments provided for herein shall commence on January 1, 2010. The first and any annual assessment shall be adjusted according to the discretion of the Board based on months remaining in the calendar year and the number of days remaining in the month of completion. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of

Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8. Effect of non-payment of assessments: Remedies of the Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall bear interest at the rate of 10% per annum after the due date. The cost of collection, including attorneys' fees, shall also be added to the amount due. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. The filing of a lis pendens in the office of the Clerk of Court for Greenwood County is specifically authorized, as is suit to obtain a legal judgment and subsequent foreclosure of the judgment(s).

9. Subordination of the lien to mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. No sale or transfer shall affect the assessment lien, nor relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Developer shall never be required to pay dues or assessments.

## ARTICLE V

### RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions, and easements are herewith imposed on the property:

1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any lot at any time except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Developer or any builder of homes in Charleston Place on Lake Greenwood, LLC from using any lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvements and sale of property in Charleston Place on Lake Greenwood, LLC; provided, further, that private offices may be maintained in dwellings located on any of the lots so long as such use is incidental to the primary residential use of the dwellings and are utilized only by the members of families occupying such residence; it being prohibited to have employees at such residences who are not occupying such residence as their primary residence, and members of the general public do not come to such residence for services. For example, beauty shops, real estate offices, etc., are not permitted. What constitutes a permitted "private office is to be determined solely by the Developer or its successors and assigns.

2. Reviews and Approval of Plans. No residence, building, fence, wall, or other structure shall be commenced, erected, or maintained on any lot, nor shall any exterior addition or alterations thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design

and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to completion thereof, approval by the Architectural Control Committee shall be deemed given. Neither Developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and any and every owner of any lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage as any owner as defined herein has the individual right to maintain in an action in their own name to enforce these covenants and restrictions. (i.e. there shall be no suit for monetary damages; the only remedy available being for acceptance, rejection, or compromise of the plans submitted). The Committee has structural guidelines and landscaping guidelines for guidance in the review and submission process.

3. Building Construction. No more than one single-family dwelling, not to exceed 2½ stories in height, shall be erected on any lot unless otherwise approved, in writing, by the Architectural Control Committee.

4. Location of Buildings and Improvements on Lots.

(a) Each dwelling, which shall be erected on any lot, shall be situated on such lot in accordance with building and setback lines shown on the recorded plat thereof. In no event shall any dwelling be erected and located upon any such lot which shall be closer than 30 feet from the front lot line, 10 feet from any side lot line, or 10 feet from the back lot line, unless a variance shall have been approved for the specific lot, in writing, by the Architectural Control Committee or County Planning Board before commencement of lot clearing preparatory to construction. In no event shall any dwelling be erected and located upon any such lot in a manner which violates the requirements and provisions of the applicable Greenwood County Subdivision Regulations or which violates or encroaches upon the building and setback lines shown on the recorded plat thereof except in accord with the specific written waiver provision provided by this paragraph.

(b) Walls and Fences: No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line for the primary dwelling as shown on the recorded plat thereof or as approved by the Architectural Control Committee pursuant to the provision for this Declaration unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee. The

exposed part of retaining walls shall be made of clay brick, stucco, stone, railroad ties, or veneered with brick. Generally there shall be no above ground walls or fences unless specifically granted by Architectural Control Committee.

(c) **Subdivision of Lots.** One or more lots or parts hereof may be combined to form one single building lot or resubdivided with different lot lines only when approved, in writing, by the Architectural Control Committee, and, in such event, the building line requirements shall be established for the reconfigured lot by the Architectural Control Committee as for any single lot, as provided for hereinabove; provided, however, the reconfigured lot shall meet all Greenwood County requirements as well.

(d) **Terraces, Eaves, and Detached Garages.** For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as part of the structure. Only well houses approved by the Architectural Committee are allowed.

5. Building Requirements.

(a) The living areas of the main structure, exclusive of living areas over garages, shall not be less than 1800 square feet of heated floor space for a one-story house nor less than 2200 for a two-story home.

(b)(1) Charleston Place on Lake Greenwood, LLC, expressly reserves the right to vary the setback lines if necessary for utilization of a lot or lots.

(b)(2) Roof and floor elevations, well sites and septic lines are depicted on attached utility and architectural guidelines. Substantial compliance as approved by the Architectural Control Committee.

(c) The Architectural Control Committee shall have the right to waive minimum square footage requirements as set forth in Paragraph 5(a) hereinabove as long as compliance with county regulations are met.

(d) The Charleston Place Design Guidelines are attached hereto and incorporated herein by reference. Any conflict between the provisions of these restrictions and the attached Guidelines shall be resolved in favor and deference to the Guidelines which are paramount and shall govern.

6. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for the receipt of mail, newspapers, or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any lot, and no trailer, camper, shack, tent, garage, barn, or other structure of a

similar nature shall be used as a residence, either temporarily or permanently; provided this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

8. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion for any residence not completed within one year from the date of commencement of construction, and Developer shall have the right to recover the amount of court costs and legal fees expended by Developer for this purpose.

9. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

10. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other lots in Charleston Place on Lake Greenwood, LLC.

11. Signs. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot. These restrictions shall not apply to signs used to identify and advertise the subdivision as a whole nor to signs for selling lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this section shall not apply to prohibit the erecting of any sign required pursuant to judicial or administrative proceedings during the period prescribed during the pendency of such proceedings.

12. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees, which have a diameter in excess of six inches measured two feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Garbage cans and equipment shall be screened to conceal them from view of neighboring lots and street. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried. Trees must be pruned or limbed so as not to obstruct views of the lake to neighboring homes. Clotheslines are prohibited.

13. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the property unless cable television is not available to a lot, in which event customary antennae which do not exceed five feet high in height above the roof ridge of any house will be permitted. In no event shall freestanding transmission or receiving towers be permitted. Small satellite dishes are permitted but must have prior approval by the Architectural Control Committee as to type, size and location.

14. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers, or other habitable motor vehicles of any kind shall be permitted. School buses, trucks, or commercial vehicles over one ton capacity, boats, or boat trailers shall not be kept stored or parked overnight either on any street or on any lot, except within enclosed garages. Cars must be parked in garage. No commercial vehicles are allowed.

15. Changing Elevations. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Architectural Control Committee.

16. Utility Facilities. Developer reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including, but not limited to, water, telephone and sewerage systems, within the proposed subdivision which may be in variance with these restrictions. Utilities must all be buried.

17. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities, cable television lines, and drainage facilities are hereby reserved over the six feet adjacent to each sideline of each lot and over the rear ten feet of each lot subjected to this declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities except with the permission of Developer. The easement area of each lot and all improvements in it shall be maintained for which a public authority or utility company is responsible.

18. Lake Access.

(a) All lot owners have the right to reasonably utilize the lake for recreational purposes in a safe fashion.

(b) Access to the lake by non-lakefront lot owners shall be via the common area (20 Foot lake access).

(c) Use of the facilities and the common area is at the risk of those using the common area and its facilities and use thereof by owners and/or their guests implies and imputes that they are doing so at their own risk and do hold Developer harmless from and against any claims that might arise from injuries and/or accidents thereon.

19. Piers and Docks. Owners shall have the right to purchase from Developer a boat slip (one of which is reserved gratuitously to Developer) on a first come first serve basis at market price determined by Developer.

20. Lighting and Streets. There has been installed a system of street lights within the property by the Developer and Developer or such utility company may charge each lot owner a pro-rata charge for such lighting as determined and approved by the local utility regulatory authority.

21. Other Property. Without further assent or permit, Developer for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of the declaration to other real property developed as a part of Charleston Place on Lake Greenwood, LLC by filing for record a supplemental declaration with respect to the property to be then subjected to this declaration and plat thereof. Also Developer reserves the right to reconfigure the common area including but not limited transferring title to parts

thereof until all infrastructure is complete. Also Developer retains the right and easement to transfer soil over lots during the period of time in which the infrastructure is being installed.

22. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this declaration, their respective heirs, legal representative, successors, and assigns, for a term of 20 years from the date this declaration is filed for record in the office of the Clerk of Court of Greenwood County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then record owners of three-fourths of the lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Notwithstanding anything stated in this paragraph, these covenants may be amended at any time upon compliance with the terms of the following paragraph.

23. Amendment. This declaration may be amended at any time and from time to time by an agreement signed by at least 75% of the owners of record of lots within Charleston Place on Lake Greenwood, LLC, and also by Developer. No amendment to the provisions of this declaration shall alter, modify, change, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage encumbering any lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for recorded in the office of the Register of The Clerk of Court for Greenwood County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subjected to this declaration, by acceptance of a deed or other conveyance therefor, agrees that this declaration may be amended as provided in this section.

24. Federal Lending Requirements. These restrictions may be altered or changed by the Developer, if required by any federal, state or municipal law or regulations which may now, or hereafter create any conflict herewith, the effect of which would hinder or hamper the rights of homeowners within the community, or the marketability of commercial paper including notes and mortgage or deed to secure debt, taken in connection with the financing of homes built upon the described property.

25. Enforcement. Each lot owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee, Charleston Place on Lake Greenwood, LLC Homeowners Association, Inc., or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages or for injunctive relief, or both as permitted herein.

26. Construction Damages to Common Facilities. The homeowner will be responsible for any damage occurring to curbing, gutters, asphalt, drainage, pipes, fences, light posts, etc., during the construction phase of their home. Should damage occur to the road or the surrounding structures the homeowner will be responsible for repairing these to the original state at their own expense. It is understood that every general contractor and/or lot owner who contracts for substantial construction must post a \$3,000.00 bond by depositing

with the A.C.C. a \$3,000.00 check in order to insure repair to any possible damage to roads and infrastructures.

27. Each lot owner, his, her, and their heirs and assigns have the right, privilege, and easement to utilize the 20 foot private lake roadway, and common areas and amenities (subject to rules established by the board or committee of the homeowners association) and it is understood and agreed by the lot owners that each shall pay a pro rata share of the cost of all amenities and improvements as determined by the Developer and Board of Directors. In addition, power and authority is reserved in Developer to create a special tax sub district to defray these costs if the Developer elects.

28. Developer has the right to convey the common areas, road, ponds, and amenities to Charleston Place on Lake Greenwood, LLC Homeowners Association, Inc. for administration, preservation, and rules relating thereto, and specifically the roads which must comply with County specifications for acceptance.

29. Miscellaneous.

(a) The 20' lake access is common area owned or to be deeded to Homeowners Association as are the other roads.

(b) The docks are owned by the Homeowners Association but slips may be purchased from the Developer.

(c) Non-exclusive easement for access over the roads and 20' lake access are hereby granted to the lot owners and shall run with the land and shall bind the Developer and owners of same.

It is covenanted, understood and agreed that private roadways and the storm drainage system (including but not limited to filtration system, pipes, curbing and culverts) shall be turned over and become the responsibility of the Homeowners Association upon completion of same.

Homeowners Association agrees to be responsible for paying bills for all streetlights and maintenance of common area and insurance thereon.

(e) Architectural Control Committee has a list of acceptable home building plans, colors and materials to select from and prior approval from same is required but the Committee has discretion to vary selections that do not substantially deviate from these plans.

IN WITNESS WHEREOF, Developer, Charleston Place on Lake Greenwood, LLC, has caused these presents to be executed in its corporate name by its officers hereunto duly authorized and its corporate seal to be hereto affixed on the day and year first above written.

IN THE PRESENCE OF:

Charleston Place on  
Lake Greenwood, LLC

Karen M. Kelly

By:

[Signature]  
Manager/Member

Raige D. Gregg

STATE OF SOUTH CAROLINA )

COUNTY OF GREENWOOD )

PERSONALLY appeared before me Karen M. Kelly and made oath that (s)he was present and saw the within named Charleston Place on Lake Greenwood, LLC, by Jerry C. Spearman, its Manager/Member, sign, seal, and as their act and deed deliver the within written Declaration for the uses and purposes therein mentioned, and that (s)he with Raige D. Gregg witnessed the execution thereof.

Karen M. Kelly

SWORN to and subscribed

before me this 18 day  
of March, 2010.

Raige D. Gregg (L.S.)  
Notary Public for South Carolina

My Commission Expires: 09/17/2019

After Recording, Return to:  
Bell Carrington & Price, LLC  
408 East North Street  
Greenville, SC 29601

**TERMINATION OF RIGHTS**

**THIS TERMINATION OF RIGHTS** (the "Termination") is made and executed this 6 day of December, 2023, by **CHARLESTON PLACE at LAKE GREENWOOD, LLC** (the "Declarant").

WHEREAS, Charleston Place at Lake Greenwood, LLC subjected certain real property located in Greenwood County, South Carolina (the "Property") to those certain Declaration of Covenants, Conditions, Restrictions and Easements for Charleston Place on Lake Greenwood, LLC Greenwood, South Carolina recorded on March 22, 2010 in Book 1202 at Page 141 at the office of the Register of Deeds for the Greenwood County, South Carolina (the "Declaration");

WHEREAS, by amendment to the Declaration recorded April 23, 2013 in Book 1358 at Page 16 at the office of the Register of Deeds for the Greenwood County, South Carolina, the name of the subdivision was changed to The Landing on Lake Greenwood;

WHEREAS, Article III, Section 3 of the Declaration created a voting control provision in favor of the Declarant;

WHEREAS, Charleston Place at Lake Greenwood, LLC now seeks to relinquish said control.

NOW, THEREFORE, Charleston Place at Lake Greenwood, LLC hereby terminates and disclaims any and all voting control as provided for under Article III, Section 3 under the Declaration and hereby provides notice of such.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Termination of Rights has been duly executed by the parties hereto as of the date first written above.

WITNESS the Hand and Seal of the Grantor this 6 day of December, 2023.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Signed, Sealed and Delivered  
in the Presence of:

[Handwritten Signature]  
[Handwritten Signature]

**CHARLESTON PLACE at LAKE GREENWOOD,  
LLC:**

By: Christopher Kendall, LLC  
Its: Manager

[Handwritten Signature]  
By: [Handwritten Signature]  
Erik C. Weir, Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

I, William L Glenn, a Notary Public in and for the state aforesaid, certify that Erik C. Weir, acting as the Manager of Christopher Kendall, LLC, the Manager of Charleston Place at Lake Greenwood, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 6 day of December, 2023.

[Handwritten Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12/2/2032

