

YORK COUNTY, SC	
2017006431	RESTR COVEN
RECORDING FEES	\$13.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
03-03-2017	10:58:56 AM
BK:RB 16263 PG:8-14	

Prepared by and return to:

**MORTON & GETTYS, LLC**  
**Attn: Melissa G. Cassell, Esq.**  
**Fountain Park Place**  
**331 East Main Street, Suite 300**  
**Post Office Box 707**  
**Rock Hill, South Carolina 29731**

**ELEVENTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS FOR RIVERWALK**

**THIS ELEVENTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK** (this “Eleventh Supplemental Declaration”) is made as of this 3rd day of March, 2017, by **THE GREENS OF ROCK HILL LLC**, a South Carolina limited liability company (“Declarant”) whose address is 998 Riverwalk Parkway, Suite 202, Rock Hill, South Carolina, 29730 as South Carolina limited liability company. **RIVERWALK CMFCU, LLC**, a South Carolina limited liability company, owns a portion of the property subject hereto, and joins herein to consent to the making and terms hereof.

**BACKGROUND STATEMENT**

**A.** Declarant made those certain Master Covenants, Conditions, Easements, and Restrictions for Riverwalk, executed May 26, 2011 (the “Original Declaration”), which was recorded June 3, 2011, in Record Book 12008, Page 242 in the Office of the Clerk of Court for York County, South Carolina, with respect to certain real property located in the City of Rock Hill, York County, South Carolina, described and defined in the Declaration as the “Development Property.” Capitalized terms used herein and not defined herein have the meanings given such terms in the Original Declaration. The Original Declaration, as amended and supplemented from time to time, is referred to herein as the “Declaration.”

**B.** Pursuant to Section 20(H) of the Original Declaration, Declarant reserved the right and option to submit any or all of the Additional Property described in Exhibit B to the Original Declaration by filing one or more Supplements. Pursuant to Section 20(A)(ii) of the Original Declaration, Declarant also reserved the right and option, on the terms set forth therein, to amend

the terms and provisions of the Original Declaration. Since the recordation of the Original Declaration, Declarant has recorded the following Supplements in the York County real estate records:

<u>Supplement No.</u>	<u>Book</u>	<u>Page</u>
One	12440	247
Two	13808	118
Three	13955	45
Four	14306	1
Five	14378	136
Six	14728	271
Seven	14729	54
Eight	14742	38
Nine	15599	144
Ten	15825	293

**C.** Declarant desires to annex a portion of the Additional Property to the General Plan of Development set forth in the Original Declaration, the legal description for which is attached hereto in Exhibit A and incorporated herein by this reference (the “Annexed Property”).

**D.** This Eleventh Supplemental Declaration is designed to create equitable servitudes and covenants applicable to and running with the land for all Annexed Property made subject hereto, and to further benefit and burden the Development Property by creating or reserving additional equitable servitudes and covenants pertaining thereto, as and to the extent provided for herein.

**E.** Declarant hereby declares that those portions of the Annexed Property made subject to the Original Declaration by this Eleventh Supplemental Declaration shall be owned, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and terms hereinafter set forth for the term and duration thereof, all of which are declared to be part of, pursuant to, and in furtherance of, a common and general plan of development, improvement, and enhancement of the Development Property and the Annexed Property. The provisions of this Eleventh Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Eleventh Supplemental Declaration and the Development Property, as set forth herein, and shall be binding upon and inure to the benefit of Declarant, its successors and assigns,

and all persons having or acquiring any right, title, or interest in such properties, and their respective heirs, successors, executors, administrators and assigns.

**NOW, THEREFORE,** Declarant hereby declares as follows:

1. Submission of Annexed Property. Declarant is hereby exercising its option to submit the Annexed Property described in the attached Exhibit A to the Original Declaration and further declares that the Annexed Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Original Declaration, as amended and supplemented from time to time, and the covenants, conditions, restrictions, easements, charges and liens contained therein which shall touch, concern and run with the title to the Annexed Property, and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the within-described Annexed Property, or any portion thereof, along with their respective heirs, successors, executors, administrators, and assigns.

2. Effect of Submission. Pursuant to the Original Declaration, each purchaser of a Parcel or any other component of the Development Property (as enlarged by Supplements adding Additional Property), by acceptance of a deed thereto, is subject to the terms of the Declaration by this Eleventh Supplemental Declaration. Each Mortgagee, by accepting a mortgage upon a Parcel or other component of the Development Property subject to the terms of the Declaration, shall be deemed to have also consented to the powers of annexation and amendment reserved by Declarant in the Original Declaration and exercised by the Declarant through this Eleventh Supplemental Declaration.

3. Upon recordation of this Eleventh Supplemental Declaration, the Declaration shall apply to the Annexed Property in the same manner as if the Annexed Property had originally been subject to the Original Declaration and had originally constituted a portion of the Development Property; and therefore, the rights, privileges, duties, and liabilities of the parties which own any portion of the Annexed Property shall be the same as those involving all of the Development Property previously made subject to the Declaration, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of the Parcels in the Annexed Property shall be the same as though the Annexed Property had originally been subject to the Declaration, except as expressly provided in this Eleventh Supplemental Declaration.

4. Interpretation.

(a) All of the provisions of this Eleventh Supplemental Declaration and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Original Declaration, which is incorporated herein by this reference.

(b) Each of the provisions of this Eleventh Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular shall include the plural and vice versa.

(d) All captions and titles used in this Eleventh Supplemental Declaration are intended solely for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This Eleventh Supplemental Declaration shall be construed in accordance with and governed by the laws of the State of South Carolina.

(f) The above preamble and Background Statement are incorporated herein by this reference as fully as though re-set forth here verbatim.

5. Nothing contained herein shall be construed to limit the right of Declarant to add any other portion of the Additional Property to the Development Property by filing one or more additional Supplements.

6. Except as expressly set forth in this Eleventh Supplemental Declaration, all terms, covenants, conditions and restrictions contained in the Declaration shall remain unchanged and shall apply as fully to the Annexed Property as though they were set forth herein. Declarant confirms the making and validity of the Declaration and its application to all of the Development Property.

**SIGNATURE PAGES TO FOLLOW**

**IN WITNESS WHEREOF**, Declarant has executed this Eleventh Supplement to Master Covenants, Conditions, Easements, and Restrictions for Riverwalk as of the date first above written.

**Signed, sealed and delivered in the presence of**

**DECLARANT:**  
**THE GREENS OF ROCK HILL LLC**, a South Carolina limited liability company

BY: ASSURED ADMINISTRATION, LLC,  
its Manager

*Doreen Wilson*  
Witness 1

By: *[Signature]*  
Mark Mather, its Manager

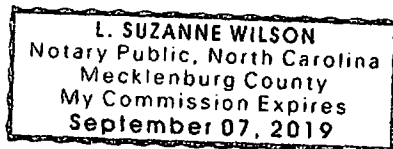
*Todd N*  
Witness 2

**ACKNOWLEDGEMENT**

**PERSONALLY APPEARED** before me, Mark Mather as the Manager of Assured Administration, LLC, the Manager of the within named Declarant, who, after being duly sworn, acknowledged his/her execution of the within instrument in the said capacity and for the uses and purposes set forth within.

SWORN TO before me this 3rd day of March, 2017

*L. Suzanne Wilson*  
Notary Public for South Carolina  
My Commission Expires: September 7, 2019  
[SEAL]



**ADDITIONAL JOINDER SIGNATURE PAGE TO FOLLOW**

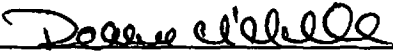
RIVERWALK CMFCU, LLC JOINS IN THE EXECUTION HEREOF, AS THE OWNER OF THE ANNEXED PROPERTY.

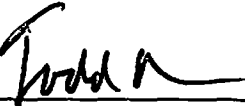
**Signed, sealed and delivered in the presence of**

**RIVERWALK CMFCU, LLC, a South Carolina limited liability company  
BY: THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company, its Manager**

**BY: ASSURED ADMINISTRATION, LLC, an Ohio limited liability company, its Manager**

By:   
Mark Mather, its Manager

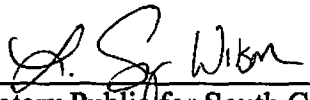
  
Witness 1

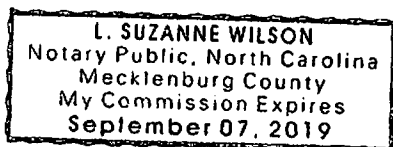
  
Witness 2

**ACKNOWLEDGEMENT**

**PERSONALLY APPEARED** before me Mark Mather as the Manager of Assured Administration, LLC, the Manager of Assured Administration, LLC, the Manager of The Greens of Rock Hill LLC, the Manager of Riverwalk CMFCU, LLC, who after being duly sworn, acknowledged their execution of the within instrument in the said capacity and for the uses and purposes set forth within.

SWORN TO before me this 3<sup>rd</sup> day of March, 2017

  
Notary Public for South Carolina  
My Commission Expires: September 7, 2019  
[SEAL]



**EXHIBIT A**  
**Legal Description of Annexed Property**

**Tract 1:** CMFCU

Lying in Rock Hill, York County, South Carolina and more particularly described as follows:

The approximately 0.80 acre parcel located at the corner of Herrons Ferry Road and Cherry Road (US Hwy 21), Rock Hill, York County, South Carolina, identified as "Subject Tract" on the plat entitled "SUBDIVISION PLAT FOR GREENS OF ROCK HILL LLC" recorded January 25, 2017 in Plat Book 153, Page 225, Office of the Clerk of Court of York County, South Carolina.

TMS: 662-07-01-196

Derivation: This being the same property conveyed to Riverwalk CMFCU, LLC by Deed recorded in Book 16206, Page 496, Office of the Clerk of Court of York County.

**Tract 2:** Freddy's Steakburgers

Lying, being and situate in the City of Rock Hill, County of York, State of South Carolina all that certain tract of land identified as 0.86 acres on that certain plat entitled "Subdivision Plat for Greens of Rock Hill" recorded in Plat Book 153, Page 310, Office of the Clerk of Court of York County and more particularly described as follows:

Beginning at a point whose South Carolina State Plane coordinates are Northing 1143985.254, and Easting 2005407.4333, S36°09'54" W, a distance of 191.36 feet from the southwest corner of Herrons Ferry Road and US-21 (Cherry Road); thence with said right of way N36°09'54" E, a distance of 209.53 feet to a point in the line of the Greens of Rock Hill; thence with said line S 53°22'30" E, a distance of 163.54 feet; thence continuing with said line S 36°37'30" W, a distance of 230.74 feet; thence N 53°22'30" W, a distance of 140.47 feet; thence N 08°36'18" W, a distance of 30.12 feet; which is the point of beginning, having an area of approximately 37,294.78 square feet or 0.856 acres.

TMS: being all of 662-07-01-281

BEING a portion of the same property conveyed to the Grantor by Deed recorded in Deed Book 10158, Page 244, Office of the Clerk of Court of York County.