

YORK COUNTY, SC	
2017024603	RESTR COVEN
RECORDING FEES	\$19.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
06-20-2017	11:02:38 AM
BK:RB 16436	PG:276-288

Prepared by and return to:

**Brockmann Law
 Todd C. Brockmann, Esq.
 17250 Lancaster Highway, Suite 608
 Charlotte, NC 28277**

THIRTEENTH SUPPLEMENT
TO
MASTER COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
RIVERWALK

THIS THIRTEENTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK (this "Supplement") is made effective as of the 19th day of June, 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. GRH 2016, LLC, a South Carolina limited liability company; GRH 2016 HOMEBUILDER EC, LLC, a South Carolina limited liability company; and GRH 2016 HOMEBUILDER SB, LLC, a South Carolina limited liability company, are collectively the owners of the real property subject hereto, and join herein to consent to the making of this Supplement 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
Eleven	16263	8
Twelve	16265	72

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 Supplement is designed to create equitable servitudes and covenants applicable to and running with the land for the 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 the Annexed Property made subject to the Original Declaration by this Supplement 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 Supplement are expressly intended to touch, concern, and run with the title to the Annexed Property and the Development Property, 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 hereby exercises its option to submit the Annexed Property 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 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. Each Mortgagee, by accepting a mortgage upon a Parcel or other component of the Development Property subject to the terms of the Original 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 Supplement.

3. Application of Original Declaration to Annexed Property. Upon recordation of this Supplement, the Original 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 Supplement.

4. Interpretation.

(a) All of the provisions of this Supplement 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 Supplement 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 Supplement are intended solely for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This Supplement 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. Future Additions. 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. Full Force and Effect. Except as expressly set forth in this Supplement, 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 instrument as of the date first above written.

Signed, sealed and delivered in the presence of

[Signature]
Witness 1

DECLARANT:

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

By Its Manager:

ASSURED ADMINISTRATION, LLC,
an Ohio limited liability company

By: [Signature]
Mark Mather, Manager

[Signature]
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

ACKNOWLEDGEMENT

I, ZACHARY HOWZE, a Notary Public in and for the County and State aforesaid, certify that MARK MATHER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of ASSURED ADMINISTRATION, LLC, an Ohio limited liability company, the Manager of THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein.

Witness my hand and official seal this 16th day of June, 2017.

[Signature]
Notary Public

My commission expires: 7/10/2024

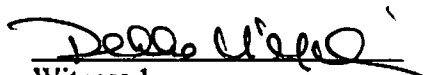


IN WITNESS WHEREOF, the undersigned, as the owner of a portion of the Annexed Property, has executed this instrument as of the date first above written.


Signed, sealed and delivered in the presence of:

GRH 2016, LLC,
a South Carolina limited liability company

By Its Manager:

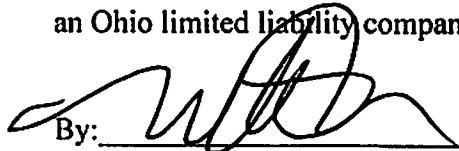

Witness 1

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


Witness 2

By Its Manager:

ASSURED ADMINISTRATION, LLC,
an Ohio limited liability company,


By: 
Mark Mather, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF TOLK)

ACKNOWLEDGEMENT

I, ZACHARY HOWZE, a Notary Public in and for the County and State aforesaid, certify that MARK MATHER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of ASSURED ADMINISTRATION, LLC, an Ohio limited liability company, the Manager of THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company, the Manager of GRH 2016, LLC, a South Carolina limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein.

Witness my hand and official seal this 16th day of June, 2017.


Notary Public

My commission expires: 7/10/2024



IN WITNESS WHEREOF, the undersigned, as the owner of a portion of the Annexed Property, has executed this instrument as of the date first above written.

Signed, sealed and delivered in the presence of:

GRH 2016 HOMEBUILDER EC, LLC, a South Carolina limited liability company

By Its Manager:

[Signature]
Witness 1

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

By Its Manager:

[Signature]
Witness 2

ASSURED ADMINISTRATION, LLC, an Ohio limited liability company,

By: [Signature]
Mark Mather, Manager

STATE OF South Carolina)
COUNTY OF York)

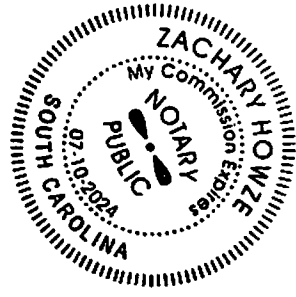
ACKNOWLEDGEMENT

I, Zachary Howe, a Notary Public in and for the County and State aforesaid, certify that MARK MATHER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of ASSURED ADMINISTRATION, LLC, an Ohio limited liability company, the Manager of THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company, the Manager of GRH 2016 HOMEBUILDER EC, LLC, a South Carolina limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein.

Witness my hand and official seal this 16th day of June, 2017.

[Signature]
Notary Public

My commission expires: 7/10/2024



IN WITNESS WHEREOF, the undersigned, as the owner of a portion of the Annexed Property, has executed this instrument as of the date first above written.

Signed, sealed and delivered in the presence of:

GRH 2016 HOMEBUILDER SB, LLC, a South Carolina limited liability company

By Its Manager:

Debra d'Almeida
Witness 1

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

By Its Manager:

[Signature]
Witness 2

ASSURED ADMINISTRATION, LLC, an Ohio limited liability company,

By: [Signature]
Mark Mather, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF York)

ACKNOWLEDGEMENT

I, ZACHARY HOWZE, a Notary Public in and for the County and State aforesaid, certify that MARK MATHER, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Manager of ASSURED ADMINISTRATION, LLC, an Ohio limited liability company, the Manager of THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company, the Manager of GRH 2016 HOMEBUILDER SB, LLC, a South Carolina limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein.

Witness my hand and official seal this 16th day of June, 2017.

[Signature]
Notary Public

My commission expires: 7/10/2024



EXHIBIT A

Legal Description of Annexed Property

All that certain piece, parcel or lot of land, lying and situate in the City of Rock Hill, York County, South Carolina, containing +/- 26.01 acres, as shown as "Phase 2A" on that plat prepared by Pittman Professional Land Surveying titled "Final Plat of Phase 2 for Greens of Rock Hill LLC", dated September 28, 2015, and last revised November 9, 2015, and recorded in Plat Book E357, Page 1, Office of the Clerk of Court of York County.

Such property is also shown and subdivided on the plat prepared by Pittman Professional Land Surveying entitled "Final Plat of Riverwalk Phase 2A" and recorded in Plat Book 153, Pages 161 and 162, Office of the Clerk of Court of York County.

TMS Numbers and Derivations are contained on the following chart.

2A Residential Lot Numbers, TMS Numbers, and Derivations

Lots Owned By GRH 2016, LLC

Lot Number	TMS Number	Derivation Book/Page
220	6620701197	15589/220
221	6620701198	15589/220
223	6620701200	15589/220
226	6620701203	15589/220
227	6620701204	15589/220
228	6620701205	15589/220
229	6620701206	15589/220
230	6620701207	15589/220
231	6620701208	15589/220
232	6620701209	15589/220
233	6620701210	15589/220
235	6620701218	15589/220
236	6620701217	15589/220
237	6620701216	15589/220
238	6620701215	15589/220
239	6620701214	15589/220
240	6620701213	15589/220
241	6620701212	15589/220
242	6620701211	15589/220
243	6620701220	15589/220
244	6620701221	15589/220
245	6620701222	15589/220
246	6620701223	15589/220
247	6620701224	15589/220
248	6620701225	15589/220
249	6620701237	15589/220
250	6620701235	15589/220
251	6620701234	15589/220
252	6620701232	15589/220

2A Residential Lot Numbers, TMS Numbers, and Derivations

Lots Owned By GRH 2016, LLC

Lot Number	TMS Number	Derivation Book/Page
253	6620701226	15589/220
255	6620701227	15589/220
256	6620701239	15589/220
258	6620701238	15589/220
259	6620701231	15589/220
260	6620701230	15589/220
261	6620701229	15589/220
262	6620701228	15589/220
263	6620701240	15589/220
265	6620701242	15589/220
271	6620701248	15589/220
272	6620701249	15589/220
275	6620701261	15589/220
276	6620701262	15589/220
278	6620701264	15589/220
279	6620701265	15589/220
280	6620701266	15589/220
281	6620701267	15589/220
282	6620701268	15589/220
283	6620701269	15589/220
284	6620701270	15589/220
285	6620701271	15589/220
286	6620701272	15589/220
287	6620701273	15589/220
289	6620701275	15589/220
290	6620701276	15589/220
291	6620701277	15589/220
293	6620701279	15589/220
294	6620701280	15589/220

2A Residential Lot Numbers, TMS Numbers, and Derivations

Lots Owned By GRH 2016 Homebuilder EC, LLC

Lot Number	TMS Number	Derivation Book/Page
222	6620701199	16221/492
224	6620701201	16221/492
225	6620701202	16237/337
254	6620701236	16221/492
264	6620701241	16221/492
269	6620701246	16221/492
273	6620701250	16393/68
277	6620701263	16294/275

2A Residential Lot Numbers, TMS Numbers, and Derivations

Lots Owned By GRH 2016 Homebuilder SB, LLC

Lot Number	TMS Number	Derivation Book/Page
234	6620701219	16302/730
257	6620701233	16284/319
266	6620701243	16371/190
267	6620701244	16262/228
268	6620701245	16371/190
270	6620701247	16262/228
274	6620701251	16302/730
288	6620701274	16284/319
292	6620701278	16262/229