

YORK COUNTY, SC	
2020047364RESTRICTIVE COVENANT	
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
10-07-2020	01:51:51 PM
BK:RB 18642	PG:131-136

After recording return to:  
 Calloway Title and Escrow, LLC  
 4170 Ashford Dunwoody Rd. Ste. 525  
 Atlanta, GA 30319  
 3-02032

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

**THIS EIGHTEENTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK** (this “Supplemental Declaration”) is made effective as of the 20<sup>th</sup> day of March, 2020, 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. **AXIS HUTTON RIVERWALK, LLC**, a South Carolina limited liability company joins herein and consents to the making of this Supplement and terms hereof as the current or future owner of the Annexed Property (as hereinafter defined).

**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 property located in the City of Rock Hill, York County, South Carolina, described and defined in the Declaration as the “Development Property.”
- B. This Supplemental Declaration is designed to create equitable servitudes and covenants applicable to and running 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.
- C. Declarant hereby declares that the Annexed Property made subject to the Original Declaration by this 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 Supplemental Declaration 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 portions 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 thereunto, 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 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 Supplemental Declaration.
- 3. Application of Original Declaration to Annexed Property.** Upon recordation of this 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 has originally been subject to the Declaration, except as expressly provided in this Supplemental Declaration.
- 4. Interpretation.**
  - a.** All of the provisions of this Supplemental Declaration and the Declaration shall be liberally construed 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 Supplemental Declaration shall be deemed independent and severable, and the invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provisions.
  - c. Whenever the contact 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 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 Supplemental Declaration shall be construed in accordance with and governed under the laws of the State of South Carolina.
  - f. The above preamble and Background Statement are incorporated herein by reference as sully 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 Supplemental Declaration, all terms, covenants, conditions, and restrictions contained in the Declaration shall remain unchanged and shall apply as fully to the Annexed Proeprty 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  
Zachary Mather

[Signature]

Witness 2  
William Z. Lester

**DECLARANT:**

THE GREENS OF ROCK HILL LLC  
A South Carolina limited liability company

By its Manager:

ASSURED ADMINISTRATION, LLC  
a South Carolina limited liability company

By: [Signature]

Name: Mark S. Mather

Title: Manager

STATE OF South Carolina )

COUNTY OF York )

ACKNOWLEDGEMENT

I, William Z LESTER Jr., a Notary Public in and for the County and State aforesaid, certify that Mark S Mather, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that she/he is the Manager of Assured Administration, LLC, a South Carolina 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 21<sup>st</sup> day of August, 2020.

[Signature]  
Notary Public

My Commission Expires: 6-21-29

IN WITNESS WHEREOF, the undersigned being the current or future Owner of the Annexed Property has executed this instrument as of the date first above written for the purpose of indicating its consent to the terms thereof.

Signed, sealed, and delivered in the presence of:

**AXIS HUTTON RIVERWALK, LLC**  
A South Carolina limited liability company

[Signature]  
Witness 1  
Mathew McEntyre

By: [Signature]  
Name: Karen J. Hutton  
Title: President & CEO

[Signature]  
Witness 2  
Claton Heath

STATE OF Tennessee )  
 )  
COUNTY OF Hamilton )

ACKNOWLEDGEMENT

I, Megan C. Williams, a Notary Public in and for the County and State aforesaid, certify that Karen J. Hutton, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that she/he is the President & CEO of Axis Hutton Riverwalk, 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 1 day of October, 2020

[Signature]  
Notary Public  
My Commission Expires: 7/25/2022



## EXHIBIT A

### LEGAL DESCRIPTION

Being all that certain piece, parcel, or lot of land situate in the City of Rock Hill, County of York, State of South Carolina; further being shown and designated as the 1.460 acre parcel on the ALTA/NSPS Land Title Survey & Topography plat prepared for Greens of Rock Hill, LLC by William T. Stanford, Jr., SCPLS 17932 of Stanford Surveying Services, LLC, dated January 20, 2020, last revised August 19, 2020.

The following metes and bounds to wit:

Beginning at a #5 iron rebar found at the intersection of Cherry Road, (Public R/W Varies) and Riverwalk Parkway, (Public R/W Varies); said #5 iron rebar found being shown and designated as the POINT OF BEGINNING (POB); thence with the edge of said r/w N 06°52'05" E for a distance of 35.16 feet to a #5 iron rebar found with cap on edge right of way for Cherry Road; thence with the edge of r/w with said Cherry Road N 41°43'22" E for a distance of 162.76 feet to a point; thence with the common property line with York County Natural Gas Authority, (DB 11251, PG 140 York County, SC Registry;) S 48°35'57" E for a distance of 78.25 feet to a point; thence N 41°39'52" E for a distance of 85.46 feet to a point; thence S 48°50'39" E for a distance of 38.90 feet to a #5 iron rebar with cap; thence S 31°03'06" E for a distance of 132.75 feet to a #5 iron rebar found; thence S 03°06'27" E for a distance of 49.56 feet to a #4 iron rebar set; thence S 46°04'48" W for a distance of 63.26 feet to a mag nail set; thence with curve having a radius of 99.00 feet, arc length of 29.33 feet, chord bearing of S 54°33'55" W for a distance of 29.22 feet to a #4 iron rebar set; thence S 63°03'03" W for a distance of 123.55 feet to a #4 iron rebar set; thence with a curve having a radius of 99.00 feet, arc length 16.78 feet, chord bearing of S 68°22'44" W for a distance of 16.76 feet; thence S 72°17'01" W for a distance of 17.71 feet to a mag nail set at the intersection of rights way for Riverwalk Parkway and said 52' private street r/w; thence with the edge of said r/w for Riverwalk Parkway the following courses: with a curve having a radius of 286.53 feet, arc length of 46.39 feet, chord bearing of N 23°04'55" W for a distance of 46.34 feet to a #5 iron rebar found; a curve having a radius of 163.96 feet, arc length of 41.92 feet, chord bearing of N 34°39'25" W for a distance of 41.81 feet to a #5 iron rebar found; a curve having a radius of 1418.52 feet, arc length of 41.70 feet, chord bearing of N 43°12'09" W for a distance of 41.70 feet to a #5 iron rebar found; thence N 47°44'18" W for a distance of 61.87 feet to the POINT OF BEGINNING, and containing 1.460 acres in areas.

Being a portion of York County, SC Tax Parcel #662-07-01-176