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Prepared by and return to:

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MORTON & GETTYS, LLC  
334 Oakland Avenue  
Post Office Box 707  
Rock Hill, South Carolina 29731

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

THIS FIRST AMENDMENT AND FIRST SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK (this "First Supplemental Declaration") is made as of this 10 day of February, 2012 by THE GREENS OF ROCK HILL, LLC, a South Carolina limited liability company ("Declarant") whose address is 2850 Cherry Road, Rock Hill, South Carolina, 29730. GRH 2011, LLC, a South Carolina limited liability company, is the owner of all or a portion of the real 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.

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"). Declarant further desires to amend the Original Declaration, as set forth hereinbelow, but only to the extent set forth hereinbelow.

**D.** This First 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 First 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 First Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this First 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 First 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 First Supplemental Declaration.

3. Amendment to Section 13(B)(iii) of Original Declaration. Pursuant to Section 20(A)(ii) of the Original Declaration, prior to the Class B Expiration Date, Declarant may unilaterally amend the Original Declaration and revise the standards, covenants and restrictions therein, provided that no such amendment shall unreasonably restrict or diminish the rights or increase or expand the financial obligations of Owners other than Declarant with respect to Parcels conveyed to such Owners (other than Declarant and its affiliates) prior to the amendment, or adversely affect the rights and interests of Mortgagees holding first mortgages on

Parcels (other than Parcels owned by Declarant or its affiliates) at the time of such amendment. The Class B Expiration Date has not yet occurred on the date hereof, and Declarant has determined that amending the Original Declaration as provided hereinafter will not unreasonably restrict or diminish the rights or increase or expand the financial obligations of Owners other than Declarant with respect to Parcels conveyed to such Owners (other than Declarant and its affiliates) prior to the amendment, or adversely affect the rights and interests of Mortgagees holding first mortgages on Parcels (other than Parcels owned by Declarant or its affiliates) at the time hereof.

Section 13(B)(iii) of the Original Declaration is hereby amended and restated in its entirety as follows, it being the intent of Declarant that the following provision supersede and replace in its entirety existing Section 13(B)(iii) of the Original Declaration:

- (iii) Initial Capital Contributions. All Owners (other than Owners that are not Members of the Master Association when taking title to the Parcel being acquired by that Owner) shall pay to the Master Association as a part of and from the proceeds of the closing upon the Owner's Parcel at the time of acquisition an initial capital contribution to the Master Association in the amount of \$500.00 per gross acre of the Parcel being acquired, rounded to the nearest tenth of an acre (collectively, the "Initial Capital Contributions"). The Initial Capital Contributions shall be used by the Master Association for the same uses and purposes as for which General Assessments may be used. In the event that an Owner required to make and pay an Initial Capital Contribution fails to pay the same as required hereby, then the Master Association shall have each of the rights and remedies as with respect to the failure by an Owner to pay any Assessment (including, without limitation, to file a Notice of Lien with respect to the Owner's Parcel or Parcels).

4. Upon recordation of this First 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 First Supplemental Declaration.

5. Interpretation.

(a) All of the provisions of this First 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 this reference.

(b) Each of the provisions of this First 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 First Supplemental Declaration are intended solely for convenient of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This First 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.

6. 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.

7. Except as expressly set forth in this First 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 and GRH 2011, LLC confirm the making and validity of the Declaration and its application to all of the Development Property.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Declarant has executed this First 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  
BY: ASSURED ADMINISTRATION, LLC,  
its ~~Manager~~ *Sole Member*

*Addie Sharp*  
Witness 1

By: *Mark S. Mather*

*M. Jon*  
Witness 2

Its: *Manager*

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me *Mark S. 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 *10* day of *February*, 2012

*[Signature]*  
Notary Public for *State of Ohio*  
My Commission Expires: *6/28/2015*  
[SEAL]



Jeffrey A. Holtman  
Notary Public, State of Ohio  
My Commission Expires 06-28-2015

GRH 2011, LLC JOINS IN THE EXECUTION HEREOF FOR THE PURPOSES WITHIN MENTIONED.

Signed, sealed and delivered in the presence of

GRH 2011, LLC  
BY: THE GREENS OF ROCK HILL, LLC,  
its Manager  
BY: ASSURED ADMINISTRATION, LLC,  
its ~~Manager~~ <sup>Sole Member</sup>

Aldie Sharp  
Witness 1

By: Mark S. Mather

M. Jon [unclear]  
Witness 2

Its: Manager

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me Mark S. Mather, as the Manager of Assured Administration, LLC, the ~~Manager~~ of the The Greens of Rock Hill, LLC, the Manager of GRH 2011, LLC, 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 10 day of February, 2012

[Signature]  
Notary Public for State of Ohio  
My Commission Expires: 6/26/2015  
[SEAL]



Jeffrey A. Heltman  
Notary Public, State of Ohio  
My Commission Expires 06-28-2015

**EXHIBIT A**

**Legal Description of Annexed Property**

**TRACT 1**

ALL that certain piece, parcel, or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being shown and described upon the following plats of survey, which are incorporated herein for a more complete and accurate description as to the real property described hereby: (i) that certain plat of survey prepared by Pittman Professional Land Surveying, entitled "Final Plat of Riverwalk Phase 1.E2," recorded in Plat Book E-123, at Page 10, on December 23, 2011 in the York County, South Carolina, real estate records, bearing Sheet No. S1-2 and (ii) that certain plat of survey prepared by Pittman Professional Land Surveying, entitled "Final Plat of Riverwalk Phase 1.E2," recorded in Plat Book E-124, at Page 1, on December 23, 2011 in the York County, South Carolina, real estate records, bearing Sheet No. S2-2.

NOTE: A plat revision was recorded as to Lots 7, 8, and 9 of Tract 1 in Plat Book E-129, at Page 1, aforesaid records, which plat revision does not change the boundaries or dimensions of those lots, but rather revises the location of a storm drainage easement and the location of the front setbacks.

**TOGETHER WITH:**

**TRACT 2**

ALL that certain piece, parcel, or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being shown and described as "TRACT A" upon that certain plat of survey prepared by Pittman Professional Land Surveying, entitled "Recombination and Physical Survey for Brakefield Event Venue at Riverwalk Located at 1111 Brakefield Drive," recorded in Plat Book E-127, at Page 9, on January 25, 2012 in the York County, South Carolina, real estate records, reference to which plat is made for a more complete and accurate description as to the within described property.

TRACTS 1 AND 2 BEING A PORTION OF YORK COUNTY TMS NUMBER 6620701108

**TOGETHER WITH:**

**TRACT 3**

ALL those certain pieces, parcels, or tracts of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being shown upon Sheets 1 and 2 of that certain plat of survey prepared by Pittman Professional Land Surveying, entitled "Final Plat of Riverwalk Phase 1A Located Near Cherry Road and the Catawba River," recorded in Plat Book E-90, at Pages 5 and 6, on May 4, 2011 in the York County, South Carolina, real estate records, reference to which plat is made for a more complete and accurate description as to the within described property, such property including, without limitation, the rights of way (or such portions thereof as are shown) for "Dunkin's Ferry Road," "Pump House Drive," "Rapid Run Road," "Riverwalk Blvd. East," "Dunkin's Ferry Ext.," "Riverwalk Blvd.," the roundabout shown thereon, and "Terrace Park".

TRACT 3 BEING A PORTION OF YORK COUNTY TMS NUMBER 6620701094