

201200161030  
Filed for Record in  
YORK COUNTY, SC  
DAVID HAMILTON, CLERK OF COURTS  
02-15-2012 At 12:41 pm.  
RESTR COVEN 12.00  
OR Vol 12440 Page 254 - 259

Prepared by and return to:

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**FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK  
RESIDENTIAL, PROPERTY ONE**

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK RESIDENTIAL, PROPERTY ONE (this "First Supplemental Declaration") is made as of this 10<sup>th</sup> 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 that certain Declaration of Covenants, Conditions, Easements and Restrictions for Riverwalk Residential, Property One, executed August 4, 2011 (the "Original Declaration"), which was recorded August 4, 2011, in Record Book 12097, Page 1 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 "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 Article II, Section 2.2 of the Original Declaration, Declarant reserved the option to submit any or all of the Additional Property described in Exhibit B to the Original Declaration by filing one or more Supplemental Declarations.

C. Declarant desires to annex a portion of the Additional Property to the general scheme of the Development Plan 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 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 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 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 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 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. 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. Pursuant to the Original Declaration, each purchaser of a Lot or Dwelling, 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 Lot or Dwelling 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. Pursuant to Article XVII of the Original Declaration, Declarant reserved the right to allow limited commercial uses on certain portions of the Development, including by way of and as a part of a Supplemental Declaration annexing Additional Property into the Development. Pursuant to Article XVII of the Original Declaration, Declarant hereby approves as a permitted use upon the real property described as Tract 2 upon the attached Exhibit A the operation of a commercial banquet, meeting, and reception hall and/or conference facility. Declarant has determined, in its sole but reasonable discretion, that such use is compatible with the primary use of the Development.

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 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 Property previously made subject to the Declaration, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of the Lots and Dwellings 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 Statement of Purpose to 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 by filing one or more additional Supplemental Declarations.

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.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Declarant has executed this First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Riverwalk Residential, Property One 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

Maddie Sharp  
Witness 1

By: [Signature]

[Signature]  
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



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~~ *Sole Member*

Addie Sharp

Witness 1

By: *Mark S. Mather*

*M. Jean*

Witness 2

Its: *Manager*

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me *Mark S. Mather*, as the *Manager* of Assured Administration, LLC, the ~~Manager~~ *Sole Member* of 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: 6/28/2015

[SEAL]



Jeffrey A. Holtman  
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.

BEING A PORTION OF YORK COUNTY TMS NUMBER 6620701108

**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.

BEING A PORTION OF YORK COUNTY TMS NUMBER 6620701108