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201300238476
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
11-06-2013 At 01:54 pm.
RESTR COVEN 12.00
OR Vol 13808 Page 118 - 123

Prepared by and return to:

Joshua B. Vann, Esq.
MORTON & GETTYS, LLC
334 Oakland Avenue
Post Office Box 707
Rock Hill, South Carolina 29731

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

THIS SECOND SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK (this "Second Supplemental Declaration") is made as of this 31st day of October, 2013 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 2013, 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 Second 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 Second 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 Second Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Second 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 Second 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 Second Supplemental Declaration.

3. Upon recordation of this Second 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 Second Supplemental Declaration.

4. Interpretation.

(a) All of the provisions of this Second 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 Second 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 Second 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 Second 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 Second 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 PAGE TO FOLLOW

IN WITNESS WHEREOF, Declarant has executed this Second 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

Zachary George
Witness 1

By: [Signature]

Sarah Burt
Witness 2

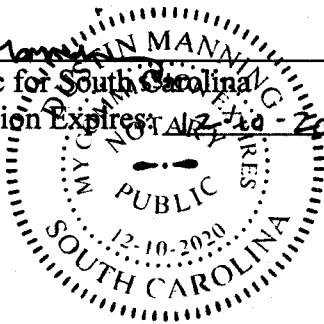
Its: Manager

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me MARK MATHEW, 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 1st day of November, 2013

Dustin MANN
Notary Public for South Carolina
My Commission Expires 12-10-20
[SEAL]



GRH 2013, LLC JOINS IN THE EXECUTION HEREOF FOR THE PURPOSES WITHIN MENTIONED.

Signed, sealed and delivered in the presence of

GRH 2013, LLC
BY: THE GREENS OF ROCK HILL, LLC,
its Manager
BY: ASSURED ADMINISTRATION, LLC,
its Manager

Zachary Boyce
Witness 1
Aarah Baiter
Witness 2

By: Mark Mathew
Its: Manager

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me MARK MATHEW, as the MANAGER of Assured Administration, LLC, the Manager of The Greens of Rock Hill, LLC, the Manager of GRH 2013, 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 1st day of November, 2013

Dustin Matthews
Notary Public for South Carolina
My Commission Expires: 12-10-20
[SEAL]

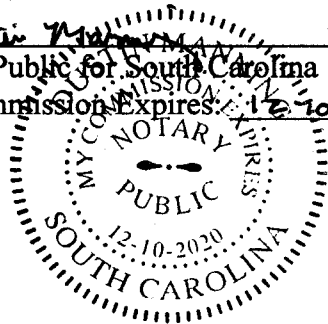


EXHIBIT A

Legal Description of Annexed Property

All those certain pieces, parcels, or tracts of land lying and being in the City of Rock Hill, State of South Carolina, being shown and included upon that certain plat of survey entitled "FINAL PLAT OF RIVERWALK PHASE 1G PHASE 1," prepared for Greens of Rock Hill, LLC, dated January 31, 2013, last revised August 19, 2013, and recorded in the York County, South Carolina, real estate records in Plat Book E-209, at Pages 5 and 6, to which plat reference is made for a more complete and accurate description of the aforesaid real property.

TOGETHER WITH:

ALL those certain pieces, parcels, or tracts of land lying, being, and situate in the City of Rock Hill, County of York, State of South Carolina, shown and described on that certain plat of survey entitled "FINAL PLAT SURVEY OF RIVERWALK PHASE 1G PHASE 2," prepared by Pittman Professional Land Surveying, dated September 24, 2013, last revised October 15, 2013, and recorded October 22, 2013 in Plat Book E-219, at Page 10, and in Plat Book E-220, at Page 1, in the York County, South Carolina, real estate records, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.

DECLARANT EXPRESSLY RESERVES, HOWEVER, THE RIGHT TO DEDICATE OR TO CAUSE TO BE DEDICATED TO THE CITY OF ROCK HILL, AND TO CONVEY TO THE CITY OF ROCK HILL OR TO CAUSE TO BE CONVEYED TO THE CITY OF ROCK HILL IN FEE SIMPLE AS A PART THEREOF, AT DECLARANT'S ELECTION, ALL ROAD RIGHTS OF WAY SHOWN UPON THE AFORESAID PLATS, OTHER THAN ANY BEING SHOWN THEREON AS PRIVATE RIGHTS-OF-WAY.