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Prepared by and return to:

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

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
 CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK
 RESIDENTIAL, PROPERTY ONE AND SECOND AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
 RIVERWALK RESIDENTIAL, PROPERTY ONE**

(PHASE 1G TOWNHOMES: PHASE 1G, PHASE 2)

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK RESIDENTIAL, PROPERTY ONE AND SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RIVERWALK RESIDENTIAL, PROPERTY ONE (this "Third Supplemental Declaration") is made as of this 1st day of November, 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 or may be 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. Since the recordation of the Original Declaration, Declarant has recorded the following Supplemental Declarations in the York County real estate records:

<u>Supplement No.</u>	<u>Book</u>	<u>Page</u>
One	12440	254
Two	13662	289

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 Third 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 Third 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 Third Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Third 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.

F. The Original Declaration further provides, in Section 10.1 thereof, that Declarant may (a) amend the Original Declaration during the term of the Class "B" membership, and (b) amend the Original Declaration, whether within or following the term of the Class "B" membership, in a way that does not materially and adversely affect the substantive rights of any existing Owner or Mortgagee. The term of the Class "B" membership has not yet expired, and Declarant wishes to amend the Original Declaration as set forth hereinafter. Declarant has also determined that such amendment will not materially and adversely affect the substantive rights of any existing Owner or Mortgagee.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Annexation 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 subject to the terms hereof, 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. However, to the extent of any express conflict between the Original Declaration and this Third Supplemental Declaration, the terms of this Third Supplemental Declaration shall govern and control; however, this Third Supplemental Declaration shall be construed and interpreted, where possible, to supplement and expand upon, and not to conflict with, the Original Declaration.

2. Designation of Lots and Dwellings within Annexed Property. The Lots within the Annexed Property, any current Dwellings located thereon, and any and all future Dwellings located therein, are hereby made a part of the Property as Lots and Dwellings therein and as a part thereof.

3. Binding Effect of Annexation. Pursuant to the Original Declaration, each purchaser of a Lot or Dwelling within the Annexed Property, by acceptance of a deed thereto, is subject to the terms of the Declaration by this Third 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 Third Supplemental Declaration.

4. Designation of Neighborhood and Neighborhood Wide Services. All Lots and Dwellings located within the Annexed Property are hereby designated as a separate neighborhood located within the Property (a "Neighborhood"), which Neighborhood is also known and referred to as the "Phase 1G Townhomes." The following services shall be provided by the Association to the Phase 1G Townhomes as Neighborhood-Wide Services (hereafter defined); and the costs thereof shall be Neighborhood Expenses (hereafter defined) for the Neighborhood:

(a) maintenance, including mowing, fertilizing, pruning, and replacing, and controlling insects and diseases on, as needed, all lawns and landscaping installed as part of the initial construction of Dwellings on the Lots therein, except that the Association shall have no responsibility to provide any of such services to lawns or landscaping within any Lot to the extent that the same is enclosed by a wall, fencing, or other enclosure;

(b) maintenance, repair, and replacement of the exterior façade of each Dwelling on a Lot, including siding and shutters but excluding items which are the Owner's responsibility as designated herein;

(c) painting and pressure washing of all exterior painted portions of any Dwelling, including any garage door, garage, exterior doors, shutters, siding and trim, and any fences(s) erected along Lot boundaries as a part of the original construction of a Dwelling thereon, together with any approved replacements thereof ("Boundary Fences");

(d) caulking of the exterior portions of all windows and doors;

(e) repair and/or replacement, as necessary, of exterior roof materials (i.e. shingles, felt, and roof decking, but not including rafters, joists, or other roof support systems or structures), including the roofs of any porches constructed as a part of the original construction of a Dwelling, together with any approved replacements thereof;

(f) cleaning, repair, and replacement of gutters and downspouts;

(g) pressure washing, repair, and replacement, as necessary, of driveways and sidewalks;

(h) repair and replacement, as necessary, of any porch, patio, or deck installed as a part of the original construction of a Dwelling, together with any approved replacements thereof;

(i) repair and replacement, as necessary, of any Boundary Fences;

(j) operation, maintenance, repair, and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks designed for irrigation, wherever located) serving the Lots, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by an Owner or occupant of a Lot;

(k) termite treatment of all exterior walls and foundations of a Dwelling, provided that the Association shall have no responsibility or liability in the event that any such treatment is ineffective; and,

(l) maintenance, repair, and replacement, as necessary, of any sanitary sewer lines which serve more than one Dwelling in the Phase 1G Townhomes and connect to the nearest sewer main.

Notwithstanding the above, the Board of Directors may, upon request of an Owner, permit the Owner to maintain landscaping within the rear yard of a Dwelling, subject to the right of the Association to reassume responsibility for such maintenance at any time the Board of Directors determines in its judgment that the Owner is not maintaining such landscaping to the Community-Wide Standard. If the Board of Directors permits an Owner to maintain landscaping within the rear yard of the Owner's Dwelling, there shall be no reduction or abatement in the Neighborhood Assessments or Special Neighborhood Assessments payable with respect to the Lot. All maintenance, repairs and replacements on Lots within the Neighborhood shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

5. Definitions. When used herein, the following terms have the following meanings:

(a) "Community-Wide Standard" means the level of maintenance, care and upkeep of a Lot, and any Dwelling thereon, adjudged by the Association as being the required standard for a Neighborhood.

(b) "Neighborhood Assessments" means the assessments, which are in addition to Annual Assessments, Special Assessments, and Individual Assessments, payable by the Owner of each Lot within the Phase 1G Townhomes to the Association and which pertain to the provision by the Association of the Neighborhood-Wide Services to the Neighborhood which are designated herein.

(c) "Neighborhood Expenses" means all costs and expenses whatsoever which are incurred by the Association in providing Neighborhood-Wide Services to the Neighborhood or group of Neighborhoods to which they are designated to be provided, together with the costs of obtaining and maintaining any policies of insurance required by Section 9 below.

(d) "Neighborhood-Wide Services" means services which are designated in the Original Declaration or in any Supplemental Declaration as to be provided by the Association to a Neighborhood or to a group of Neighborhoods, but not to the Development or Property as a whole.

6. Neighborhood Assessments. In addition to Annual Assessments, Special Assessments, and Individual Assessments, each Owner (other than Declarant and any Affiliate of Declarant), by acceptance of a deed to or any interest in a Lot within the Phase 1G Townhomes is deemed to covenant and agree to pay to the Association Neighborhood Assessments for the Neighborhood. With respect to the Neighborhood, Neighborhood Assessments shall be payable in like manner to other Assessments, and treated in the same manner as other Assessments, as fully as if Neighborhood Assessments had been included within the definition of "Assessments" in Section 6.1 of the Original Declaration. The purpose of Neighborhood Assessments shall be to defray the costs and expenses of the Association providing the Neighborhood-Wide Services and incurring the associated Neighborhood Expenses. The Board of Directors of the Association shall establish an annual operating budget for the estimated costs of providing the Neighborhood-Wide Services to the Neighborhood and incurring the associated Neighborhood Expenses, which budget shall be established in the same manner as, but shall be a separate budget from, the general operating budget of the Association under Section 6.5(a) of the Original Declaration (the "Neighborhood Budget"). The Board of Directors shall also establish an annual capital budget for the Neighborhood in the same manner as the general capital budget of the Association which is to be established under Section 6.5(b) of the Original Declaration (the "Neighborhood Capital Budget"). Following the annual establishment by the Board of Directors of the Neighborhood Budget and Neighborhood Capital Budget for the Neighborhood, the Board of Directors shall set and establish the Neighborhood Assessments in the same manner as the Annual Assessments are set under Section 6.5(c) of the Original Declaration, as fully as if, for purposes hereof, the term "Neighborhood Assessments" were substituted for the term "Annual Assessment" in each place where it appears in Section 6.5(c) of the Original Declaration.

7. Special Neighborhood Assessments. In addition to the Neighborhood Assessments, the Board of Directors may levy with respect to each Lot in a Neighborhood, in any Assessment year, a special neighborhood assessment ("Special Neighborhood Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of (i) the reconstruction, repair, or replacement of any items within the Neighborhood which are to be reconstructed, repaired, or replaced as a part of the Neighborhood-Wide Services, as set forth

herein, to the extent that the Neighborhood Assessments for the year are insufficient to pay for the same and the other expenses of the Association with respect to the Neighborhood for the Assessment year, and/or (ii) covering any shortfall in the amount of Neighborhood Assessments which are necessary to fund the obligations of the Association for the Assessment year with respect to the provision of Neighborhood-Wide Services. Each Owner, other than Declarant and any Affiliate of Declarant, by acceptance of a deed to or any interest in a Lot within the Phase 1G Townhomes is deemed to covenant and agree to pay to the Association Special Neighborhood Assessments for the Neighborhood. With respect to the Neighborhood, Special Neighborhood Assessments shall be payable in like manner to other Assessments, and treated in the same manner as other Assessments, as fully as if Special Neighborhood Assessments had been included within the definition of "Assessments" in Section 6.1 of the Original Declaration.

8. Maintenance by Owners. Except as otherwise specifically provided for by this Third Supplemental Declaration, each Owner of a Dwelling or Lot within the Neighborhood shall be responsible for the maintenance, repair and replacement of the Owner's Dwelling and/or Lot and each and every component and part thereof. Without limiting the foregoing, each Owner of a Dwelling and/or Lot within the Neighborhood shall be responsible for furnishing the following to the Owner's Dwelling, or Lot, as applicable, at the Owner's sole expense:

- (a) exterior window washing;
- (b) maintenance obligations imposed on the Owner by Section 8 below;
- (c) repairs to, and replacements of, mailboxes, exterior light fixtures, windows, doors (including garage and storm doors) and screening on a Dwelling; however, at the option of the Board of Directors, such work shall be furnished by the Association and the cost thereof charged to the Owner of the Dwelling with respect to which the work is done, as an Individual Assessment, as determined by the Board of Directors in its reasonable judgment and sole discretion;
- (d) maintenance, repair and replacement of sanitary sewer lines and water lines which serve the Owner's Dwelling or Lot only, whether located on the Lot or within the Common Property; and,
- (e) snow and ice removal from driveways and walkways upon the Owner's Lot.

If, in the judgment of the Board of Directors, an Owner fails to maintain those portions of the Owner's Dwelling and/or Lot which the Owner is responsible for maintaining hereunder in good condition and repair, or fails to keep the appearance of the same of a quality similar to that of other Dwellings in the Neighborhood and in accordance with the Community-Wide Standard, then the Board of Directors may, in its discretion, take the following action:

- (a) Advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in case of an emergency) to cause the work to be done; and,

(b) If the work is not done to the satisfaction of the Board of Directors (or the Board of Director's designee), in its sole judgment and discretion, then the Board of Directors may file suit for damages and/or injunctive relief, levy appropriate fines which may be enforced in like manner as Assessments under Article VI of the Original Declaration, and/or cause such work to be done and the cost thereof treated and charged as an Individual Assessment payable by the Owner to the Association upon demand.

Notwithstanding the provisions of Section 3 and of this Section, repairs and replacements required due to occurrences which are covered by insurance obtained by the Association under Section 10 hereof shall be made and paid for as provided in that Section.

9. Alterations, Additions or Improvements to Dwellings and/or Lots. No additions, alterations, or improvements (including, without limitation, changes in the exterior color of any Dwelling or other structure located upon a Lot construction or installation of any structure, improvement, outbuilding, fence, awning, or antenna, or installation, removal, or modification of any vegetation or landscaping) shall be made to any Dwelling or Lot within the Phase 1G Townhomes which is visible from the exterior of a Dwelling unless and until (i) it is in compliance with the terms of this Third Supplemental Declaration and the rules and regulations for the Neighborhood which have been enacted by the Board of Directors, and (ii) it is approved in advance in accordance with Article VII of the Original Declaration. Approval under Article VII of any proposed action, addition, alteration, or improvement may be conditioned upon the Owner's agreement (i) to be solely responsible for the maintenance of the addition, alteration, or improvement in accordance with such standards as the ARB may choose from time to time to impose, or (ii) if the addition, alteration, or improvement is to be maintained by the Association, to pay to the Association as an Individual Assessment the cost of maintenance to the Association resulting from the addition, alteration, or improvement. If an action is taken or an addition, alteration, or improvement which requires advanced approval is made to a Lot or Dwelling within the Neighborhood without the required advanced approval first being obtained, then the Association may, acting by and through the Board of Directors and at the Board of Directors' discretion, take any or all of the following actions:

(a) require the Owner to remove the addition, alteration, or improvement and restore the Dwelling and/or Lot to the condition the same was in prior to the addition, alteration, or improvement, all at the Owner's sole expense;

(b) if the Owner refuses or fails to properly perform the work required under (a), the Board of Directors may cause such work to be done and may charge the Owner for the cost thereof as an Individual Assessment as determined by the Board of Directors; or,

(c) ratify the action taken by the Owner, and the Board of Directors may (but shall not be required to) condition such ratification upon conditions or stipulations which the Board of Directors and/or ARB under Article VII of the Original Declaration imposed or might have imposed as a precondition to approval under this Section.

The ARB and the Board of Directors are hereby specifically empowered to modify the Guidelines so that they are the same in design and in principle but provide for the inclusion

within the Development of attached townhome Dwellings as are to be constructed in the Neighborhood. The ARB shall make the modified Guidelines available to any Owner requesting a copy of the same.

10. Insurance/Reconstruction.

(a) Property Insurance. The Board of Directors shall have the authority to and shall obtain property insurance for the Neighborhood and all improvements thereon, including the Dwellings, against loss or damage by fire and such other hazards as the Board of Directors may deem advisable, as reasonably required by first Mortgagees, and otherwise in compliance with the terms of the Original Declaration, for the full insurable replacement cost thereof. Policies obtained may include a reasonable deductible as determined by the Board of Directors in its sole but reasonable discretion. Property and casualty insurance maintained and provided hereunder shall not be required to cover any "Owner Betterments and Improvements" to a Dwelling or Lot.

For purposes hereof, "Owner Betterments and Improvements" are defined to include any real or personal property located within the walls of a Dwelling within the Neighborhood beyond the first coat of interior paint on those walls placed, installed or constructed by the Owner or any person or entity other than Declarant and shall include, without limitation, décor and decorations within a Dwelling, wall coverings, cabinetry, appliances, fixtures, and any other real or personal property located within a Dwelling, regardless of whether such property was installed or placed in the Dwelling by any prior Owner, user, or occupant, or the current Owner, user, or occupant.

Premiums for such insurance shall be a part of the Neighborhood Expenses for the Neighborhood. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board of Directors, as trustees for Owners of Dwellings and Lots in the Neighborhood and their Mortgagees, as their interests may appear. In addition to any insurance requirements set forth in the Original Declaration, all such policies shall (i) contain standard mortgage clause endorsements in favor of first Mortgagees as their respective interests may appear, (ii) provide that the insurance shall not be invalidated by any act or neglect of an Owner, (iii) to the extent possible, provide that such policy may not be cancelled or materially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the first Mortgagee of each Dwelling and/or Lot and to the Association, and (iv) contain waivers of subrogation with respect to the Association and its directors, officers, employees, and agents (including any managing agent retained by the Association), Owners, occupants of a Dwelling, first Mortgagees, Declarant, and any Affiliates of Declarant, and shall name all such parties as additional insured parties as their interests may appear.

(b) Insurance Trustee/Use of Proceeds. The Board of Directors may, but shall not be required to, engage the services of any bank or trust company authorized to do trust business in the State of South Carolina to act as trustee, agent, or depository on behalf of the Board of Directors for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board of Directors shall determine consistent with its obligations under the Original Declaration and the Bylaws. The rights of first Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the

contrary therein contained, at all times be subject to the provisions of the Declaration and this Third Supplemental Declaration with respect to the application of insurance proceeds to the repair or reconstruction of Dwellings, buildings, and improvements upon any Lot in the Neighborhood. Payment by an insurance company to the Board of Directors of the proceeds of any policy, and the receipt of a release from the Board of Directors of the insurance company's liability under such policy, shall constitute a full discharge of such company, and such company shall be under no obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board of Directors.

(c) Owner's Responsibility. Unless expressly advised in writing to the contrary by the Board of Directors, each Owner within the Neighborhood shall obtain his own insurance on Owner Betterments and Improvements (as defined in Section 9(a) above) within his Dwelling, and/or on the Owner's Lot, and on the Owner's personal property therein or thereon. In no event shall the Board of Directors be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder, or to otherwise expend funds, to restore any Dwelling and/or Lot to a condition better than the condition existing prior to the loss or damage or the repair or replacement of any Owner Betterments and Improvements.

(d) Waiver of Subrogation. Each Owner within the Neighborhood hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the ARB, the Declarant, and its Affiliates, the manager and the managing agent, if any, and their respective employees and agents, for damage to any Dwelling or Lot or to any personal property located therein caused by fire or other casualty, to the extent that such damage is covered by property insurance, and to the extent this release is allowed by policies for such property insurance.

(e) Repair or Reconstruction.

(1) In the case of damage by fire or other disaster to any Dwelling or Lot within the Neighborhood, or structure or building located thereon, (a "Damaged Improvement") where the insurance proceeds paid to the Association are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement, excluding Owner Betterments and Improvements.

(2) If the insurance proceeds paid to the Association are insufficient to repair or reconstruct a Damaged Improvement, the Association shall repair or reconstruct the Damaged Improvement, excluding Owner Betterments and Improvements, and the cost thereof in excess of the insurance proceeds shall be paid from current available funds, from reserves, or by way of a Special Neighborhood Assessment levied against all Lots within the Neighborhood in equal shares.

10. Covenants, Restrictions and Easements for the Neighborhood. The following covenants, restrictions and easements shall apply to all Lots in the Neighborhood:

(a) A perpetual, non-exclusive easement is hereby granted to the Association, Declarant, and all public and private utility companies, including, without limitation, telephone, cable, and providers of similar services, to install, repair, and maintain wires and conduit under and through each Lot in order to provide utility services to the Dwelling upon the Lot and the other Dwellings within the building of which the Dwelling is a part.

(b) Subject to the authority of the Board of Directors to develop and adopt reasonable rules and regulations regarding permitted vehicles and parking, each Owner of a Lot within the Neighborhood shall have a perpetual, non-exclusive easement for vehicular and pedestrian access over and across all driveways and walkways within the Neighborhood which furnish access to the Owner's Lot or Dwelling.

(c) The Board of Directors may adopt rules and regulations applicable to the Neighborhood, and to the Dwellings therein, which are in addition to or different from the rules and regulations adopted by it with respect to other portions of the Development.

12. Consideration of Neighborhood Capital Budgets and Neighborhood Budgets. In formulating and adopting the budgets called for by Sections 6.5(a) and (b) of the Original Declaration, the Board of Directors shall consider and include as a part thereof any and all Neighborhood Budgets and Neighborhood Capital Budgets, but, as the costs of the same are to be defrayed by payment of Neighborhood Assessments, the same shall not be considered by the Board of Directors in establishing Annual Assessments under Section 6.5(c) of the Original Declaration.

13. Amendment to Section 6.4 of Original Declaration. Section 6.4 of the Original Declaration, as heretofore amended, is hereby deleted in its entirety and amended and restated to read as follows:

Section 6.4 Assessments for Class "B" Lots. Neither Declarant, nor GRH 2011, LLC, GRH 2013, LLC, or any other Affiliate of Declarant, shall be obligated to pay any Assessments upon the Class "B" Lots. For purposes hereof, an "Affiliate" of Declarant is defined as any natural person or firm, corporation, partnership, limited liability company, association, trust, or other entity which, directly, or indirectly, controls, is controlled by, or is under common Control with Declarant. For purposes hereof, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

The foregoing amendment shall be deemed as effective as of the date of the recordation of the Original Declaration.

14. Amendment to Section 3.3(b) of Original Declaration. The first two (2) sentences of Section 3.3(b) of the Original Declaration is hereby deleted in its entirety, and is replaced with and superseded by the following sentences for all purposes:

Class "B" Lots shall be all Lots owned by Declarant, GRH 2011, LLC, GRH 2013, LLC, or any Affiliate of Declarant which have not been conveyed to third party purchasers who are not affiliated with Declarant. For purposes of this Declaration, an "Affiliate" of Declarant is defined as any natural person or firm, corporation, partnership, limited

liability company, association, trust, or other entity which, directly, or indirectly, controls, is controlled by, or is under common Control with Declarant. For purposes hereof, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise. For clarification and avoidance of doubt, GRH 2011, LLC and GRH 2013, LLC are Affiliates of Declarant. On the date hereof, Declarant and each Affiliate of Declarant shall be entitled to five (5) votes for each Class "B" Lot owned by them.

The foregoing amendment shall be deemed as effective as of the date of the recordation of the Original Declaration.

15. Amendment to Section 9.24 of Original Declaration. Section 9.24 of the Original Declaration is hereby amended so that the following sentences are added to the end thereof: "Further, the Association may plan and hold up to two (2) Development-wide garage or yard sales a year, to be held at a common location within the Development chosen by the Association; such garage or yard sales need not be for the benefit of a charitable organization, and each Owner not in default of this Declaration, the Bylaws, and the rules and regulations promulgated thereunder shall be eligible to participate in any such a planned sale. The Association shall circulate notice among the Owners at least thirty (30) days in advance of any planned sale announcing the time, place, and date of the sale so that the Owners may plan, at their election, to participate therein."

16. Effect of Recordation. Upon recordation of this Third Supplemental Declaration, the Original Declaration shall, subject to the terms hereof, 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, subject to the terms set forth herein, 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, all except as expressly provided in this Third Supplemental Declaration.

17. Interpretation.

(a) All of the provisions of this Third 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 Third 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 Third 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 Third 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.

(g) Except as herein specifically supplemented and/or amended, the provisions of the Declaration are ratified and confirmed and, as specifically supplemented and/or amended hereby, the Declaration shall continue in full force and effect in accordance with its terms.

18. Additional Property. 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. Except as expressly set forth in this Third 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.

19. Amendment. The provisions of Section 10.3 of the Original Declaration relating to amendments to the Declaration shall apply to this Supplemental Declaration and are specifically incorporated by this reference, except that to the extent that Section 10.3 of the Original Declaration provides that the Owners of at least two-thirds (2/3) of the votes appurtenant to the Lots must execute and record an instrument of amendment in order for an amendment to be effective under Section 10.3, such provision shall instead be read to require such a written instrument of amendment to be executed and recorded by the Owners of at least two-thirds (2/3) of the votes which are appurtenant to the Lots within the Neighborhood in order for the provisions of Sections 4 through 12 of this Supplemental Declaration to be amended. Nothing in this section shall be construed to waive, minimize, or otherwise affect any right Declarant may have to amend the Declaration or to approve of any amendment to the Declaration. Declarant shall have the same right to amend this Supplemental Declaration and to approve of any amendments hereto as Declarant has with respect to the Original Declaration.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Declarant has executed this Third Supplemental Declaration 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

Jacky Abaze
Witness 1

By: [Signature]

Sarah Bantz
Witness 2

Its: Manager

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me Mark Matlock, 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 6th day of November, 2013

Dustin Mamm
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

Jack Hays
Witness 1
Sarah Banters
Witness 2

By: [Signature]
Its: Manager

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me MARK MATHEW, as the Manager of Assured Administration, LLC, the Manager of the 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 11th day of November, 2013

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

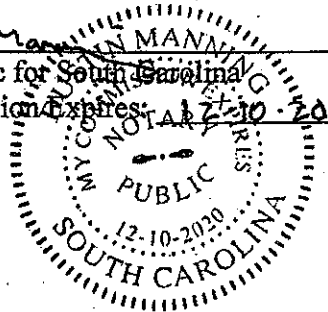


EXHIBIT A

Legal Description of Annexed Property

ALL those certain pieces, parcels, or tracts of land lying and being in the City of Rock Hill, County of York, State of South Carolina, shown and described as Lots 98 through 123 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.