

**Prepared by and return to:**

**MORTON & GETTYS, LLC**  
**Attn: Melissa G. Cassell, Esq.**  
**Fountain Park Place**  
**331 East Main Street, Suite 300**  
**Post Office Box 707**  
**Rock Hill, South Carolina 29731**

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

**THIS FIRST AMENDMENT TO THIRD AMENDMENT AND FIFTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK AND TENTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK** (this "Tenth Supplemental Declaration") is made as of this 29<sup>th</sup> day of July, 2016, 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 as South Carolina limited liability company. **RIVERWALK RIVER DISTRICT BUILDING 9, 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. Since the recordation of the Original Declaration, Declarant has recorded the following Supplements in the York County real estate records:

<u>Supplement No.</u>	<u>Book</u>	<u>Page</u>
One	12440	247
Two	13808	118
Three	13955	45
Four	14306	1
Five	14378	136
Six	14728	271
Seven	14729	54
Eight	14742	38
Ninth	15599	144

**C.** Pursuant to Section 5 of the Third Amendment and Fifth Supplement to the Original Declaration (the “Fifth Supplement”), Declarant created the Riverwalk River District Association, Inc. (the “Additional Association”), charged the Additional Association with the responsibility of administering additional covenants and restrictions to Annexed Property subject thereto, and reserved the right and option to annex and submit any or all of the Additional Property described in Exhibit B to the jurisdiction of the Additional Association by filing one or more Supplements.

**D.** Declarant desires to annex a portion of the Additional Property to the General Plan of Development set forth in the Original Declaration and to the River District Plan of Development (as defined in the Fifth Supplement), the legal description for such portion of Additional Property is attached hereto in Exhibit A and incorporated herein by this reference (the “Annexed Property”).

**E.** This Tenth 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.

**F.** Declarant hereby declares that those portions of the Annexed Property made subject to the Original Declaration and to the Additional Association by this Tenth 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 Tenth Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Tenth 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 to the Additional Association and further declares that the Annexed Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Additional Association, to each and every covenant, restriction and limitation provided for within the Fifth Supplement, and 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 Tenth 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 Tenth Supplemental Declaration.

3. Upon recordation of this Tenth 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 Tenth Supplemental Declaration.

4. Interpretation.

(a) All of the provisions of this Tenth 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 by this reference.

(b) Each of the provisions of this Tenth 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 Tenth 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 Tenth 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 Tenth 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 PAGES TO FOLLOW**

IN WITNESS WHEREOF, Declarant has executed this Tenth 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, a South Carolina limited liability company  
BY: ASSURED ADMINISTRATION, LLC,  
its Manager

Witness 1

By:

Mark Mather, its Manager

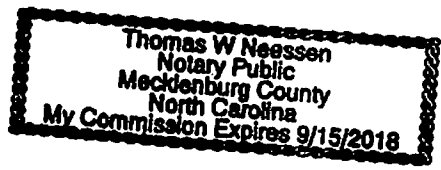
Witness 2

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me, Mark 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 29<sup>th</sup> day  
of July, 2016

Notary Public for South Carolina  
My Commission Expires: 9-15-2018  
[SEAL]



**ADDITIONAL JOINDER SIGNATURE PAGE TO FOLLOW**

RIVERWALK RIVER DISTRICT BUILDING 9, LLC JOINS IN THE EXECUTION HEREOF,  
AS THE OWNER OF THE ANNEXED PROPERTY.

Signed, sealed and delivered in the  
presence of

RIVERWALK RIVER DISTRICT BUILDING  
9, LLC, a South Carolina limited liability  
company  
BY: THE GREENS OF ROCK HILL, LLC, a  
South Carolina limited liability company, its  
Manager

BY: ASSURED ADMINISTRATION,  
LLC, an Ohio limited liability company, its  
Manager

[Signature]  
Witness 1

By: [Signature]  
Mark Mather, its Manager

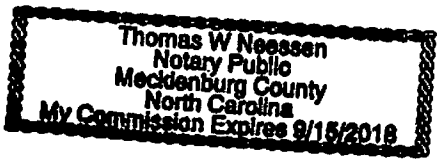
[Signature]  
Witness 2

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me Mark Mather as the Manager of Assured  
Administration, LLC, the Manager of Assured Administration, LLC, the Manager of The Greens  
of Rock Hill, LLC, the Manager of Riverwalk River District Building 9, LLC, who after being  
duly sworn, acknowledged their execution of the within instrument in the said capacity and for the  
uses and purposes set forth within.

SWORN TO before me this 29<sup>th</sup> day  
of July, 2016

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 7-15-2018  
[SEAL]



**EXHIBIT A**

**Legal Description of Annexed Property**

Lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, all of that certain 0.23 acre parcel designated as "Portion of Tax Map #662-07-01-094" as shown on that plat entitled "FINAL PLAT FOR GREENS OF ROCK HILL, LLC, TERRACE PARK," and labeled as Project No. S243C7 prepare by Pittman Professional Land Surveying, dated March 14, 2016, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book 151, at Page 194, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.