

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

AMENDMENT TO SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ADDING CLUBBRIDGE B-5
AT WOODCREEK FARMS

*(Supplemental Declaration recorded in Deed Book 2167 at Page
3312)*

(Original Declaration in Deed Book D1336 at Page 800)

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ADDING CLUBBRIDGE B-5 AT WOODCREEK FARMS ("***Amendment***") is made on the Execution Date (hereinafter defined) by Prime Development, LLC. ("***Declarant***").

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WOODCREEK FARMS is dated September 4, 1996, and recorded on September 4, 1996 in the Office of the Register of Deeds for Richland County in Deed Book D1336 at Page 1837 (as amended and supplemented, the "***Declaration***"); and

WHEREAS, the SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ADDING CLUBBRIDGE B-5 AT WOODCREEK FARMS ("***Supplemental Declaration***") which is dated November 18, 2016, and recorded November 28, 2016 in the Office of the Register of Deeds for Richland County in Deed Book 2167 at Page 3312, subjected the property described as the "Clubbridge B-5 Property" to the terms and conditions of the Declaration and Supplemental Declaration; and

WHEREAS, pursuant to Article 10, Section 10.7 of the Supplemental Declaration, Declarant may amend, amend and restate, change, add to, derogate, or delete the Supplemental Declaration, including without limitation, the covenants, restrictions, easements, charges, and liens set forth therein, as well as the Governing Documents including but not limited to Design Guidelines, Neighborhood Regulations, Plats, and building requirements in Declarant's sole discretion without the consent of the Owners, their mortgagees, or the Association until one-hundred (100%) percent of the Units in the Clubbridge B-5 Neighborhood have certificates of occupancy, issued notices, and have been conveyed to Owners other than Builders holding title for purposes of development and sale, and the Declarant no longer owns any of the Clubbridge B-5 Property; and

WHEREAS, Declarant still owns portions of the Clubbridge B-5 Property; and

WHEREAS, Article 8 of the Supplemental Declaration imposes various maintenance and repair responsibilities on the Association and Owners; and

WHEREAS, the maintenance and repair responsibilities of the Association provided by the Supplemental Declaration cause the Association to incur costs which are reflected in the Association's Assessment amounts; and

WHEREAS, Owners in the Clubridge B-5 Neighborhood have voiced their desire to lower Assessments by removing roof repair and replacement from the Association's Assessments Budget, and therefore Declarant desires to amend the Supplemental Declaration to provide that the Association is not responsible for the replacement and care for roofs and roof surfaces, while providing for such replacement and care for roofs and roof surfaces to be the responsibility of the individual Owners.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, Declarant hereby declares that the Supplemental Declaration is amended as follows:

1. Article 8, Section 8.1 of the Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

The Association shall provide exterior maintenance upon unit improvements as follows: replace and care for gutters and downspouts and all exterior building surfaces, including the caulking and painting of entry doors and windows, but excluding all other maintenance, repair and replacement of roofs and roof surfaces, entry doors and door frames, garage doors and their frames and appurtenant hardware, garage door opening mechanisms and all exterior glass, including windows and patio doors. The Association may further maintain termite bond coverage on all Units.

2. Article 8, Section 8.2 of the Supplemental Declaration is hereby amended to add an explicit provision that the maintenance, repair, and replacement of the roof and roof surfaces shall be the responsibility of the individual Owner of the Unit, and accordingly, the first paragraph of Section 8.2 shall henceforth provide as follows:

Owners Responsibility. Except as provided in Section 8.1 of this Article, above, all maintenance of the improvements on the Unit shall be the responsibility of the Owner thereof. Each Owner shall maintain, repair and replace, at his expense, all interior portions of the improvements on his Unit which shall need repair, including bathroom and kitchen fixtures, light fixtures or other electrical plumbing equipment, pipes and fittings serving an Owner's Unit. Further each Owner shall repair, maintain and replace, at his own expense, when necessary, the heating and air-conditioning systems servicing his dwelling whether located on his Unit or the Common Elements adjacent to his Unit. Each Owner shall be responsible for interior pest control and for the periodic replacement of all bulbs in exterior light fixtures specific to their Unit. The side courtyard of each Unit, however, shall not be maintained by the Association and shall be the sole responsibility of the Owner of such Unit. *Each Owner shall also maintain, repair and replace, at his expense, the roof and roof surfaces on his Unit.*

If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

