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Amend. to Decl & Mas

Fee: \$11.00 County Tax: \$0.00 State Tax: \$0.00

Recording Requested By and
When Recorded Mail to:

Cooper Coffas Moore & Gray, P.A.
P.O. Box 11869
Columbia, SC 29211-1869
Attn: Charles F. Cooper, II



2002097609 John G. Norris

Richland County ROD

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND) **SUPPLEMENTAL DECLARATION OF**
COVENANTS, CONDITIONS AND
RESTRICTIONS ADDING
WOODCREEK FARMS VILLAGE

This SUPPLEMENTAL DECLARATION (sometimes "The Village Declaration") made as of the date on the signature page hereof by **WOODCREEK DEVELOPMENT PARTNERSHIP** ("WDP"), a South Carolina general partnership (the "Declarant").

WITNESSETH:

WHEREAS, WDP is the owner of certain property located in the County of Richland, State of South Carolina, as shown on Bonded Plat of Woodcreek Farms Development Village, Phase I-A, prepared by United Design Services, Inc., dated September 27, 2002, and recorded in the Office of the ROD for Richland County in Record Book 715 at page 898, and more fully described on Exhibit A attached hereto and incorporated by reference (the "Property"); and

WHEREAS, WDP is developing a residential subdivision on the Property known as "Woodcreek Farms Village" (the "Village"); and

WHEREAS, Declarant desires that the Property be made a part of a master planned unit development known as Woodcreek Farms and be annexed into and made subject to (i) the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms recorded in the Office of the Register of Deeds for Richland County on September 4, 1996 in Book D-1336, page 800, the First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms recorded on September 27, 1996 in Book D-1340, page 727, and the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on July 31, 2001 and recorded in Record Book 548 at page 2874, and (ii) any and all other amendments or supplements thereto (collectively, as amended and supplemented, the "Woodcreek Farms Declaration"); and

WHEREAS, Declarant desires to create certain exceptions and modifications of the terms of the Declaration as it applies to the Property in order to reflect the different character and intended use of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Woodcreek Farms Declaration and to following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of

the Property as a planned development and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part of the Property.

1. **ANNEXATION OF THE PROPERTY.** In accordance with Section 7.1 of the Woodcreek Farms Declaration, WDP, as the Declarant, hereby annexes the Property for the purpose of subjecting the Property to the provisions of said Declaration.

2. **APPLICATION OF MASTER DECLARATION.** All terms, conditions and provisions of the Woodcreek Farms Declaration shall apply and govern the Property, specifically including, the arbitration provisions of Article 14; provided, however, to the extent the terms of The Village Declaration are inconsistent in any manner with the terms of the Woodcreek Farms Declaration, the terms of The Village Declaration shall control.

3. **ARCHITECTURAL REVIEW APPROVAL.** The structures and improvements placed, erected or installed upon any Unit of The Village shall be governed by the terms and conditions of Article 9 of the Woodcreek Farms Declaration.

4. **NEIGHBORHOOD USE RESTRICTIONS AND RULES.** In accordance with Section 7.4 of the Woodcreek Farms Declaration, the Declarant may supplement, create exceptions to, or otherwise modify the terms of the Declaration as it applies to the Property in order to reflect the different character and intended use of the Property. Therefore, as a supplement or exception to, as the case may be, the restrictions and rules set forth in Article 10 of the said Declaration, Declarant does hereby impose upon the Property the following additional conditions and restrictions for the purpose of protecting the Property as a residential development:

- (A) **Garage Apartments.** An Owner of a Unit may maintain a garage apartment for residential purposes with no more than three (3) occupants, provided that any such apartment is located in a detached building, and provided that it is not leased for any term of less than thirty (30) days.
- (B) **On-Street Parking.** On-street parking of automobiles and non-commercial trucks and vans shall be permitted subject to such reasonable rules and regulations as the Board of Directors may adopt.

5. **EASEMENTS.** In accordance with Section 7.4 of the Woodcreek Farms Declaration, and in addition to the easements reserved and set forth as Article 11 of said Declaration, Declarant does hereby reserve and create the following easements:

- (A) **General Easements.** Exclusive easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. A general easement for the aforesaid purposes is also reserved

over all Common Areas any Exclusive Common Areas. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Unit and all improvements on it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or utility company is responsible. This general easement shall in no way affect, avoid, extinguish or modify any other recorded easements on the Property. The easements set forth herein are reserved solely for WDP and such utility companies and authorities as WDP may permit to use such easements. Such easement rights may be waived in full or in part or terminated by WDP in its sole discretion. Such easement rights shall automatically be transferred to the Association when WDP conveys the last Unit in The Village.

- (B) **Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or person to enter upon all streets and upon the Property in the proper performance of their respective duties.

6. **GENERAL PROVISIONS.**

- (A) **Applicable Law.** The law of the State of South Carolina shall govern the interpretation of this Declaration.
- (B) **Severability.** If any term or provision of this Declaration or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable.
- (C) **Number and Gender.** Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.
- (D) **Captions.** The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

- (E) **Assignment of Declarant Rights.** Declarant may assign all or any part of its rights hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Office of the Register of Deeds (or its successor) for Richland County, South Carolina.
- (F) **Annexation.** Declarant, as a condition of obtaining water service for The Village from the City of Columbia, has executed an agreement that The Village will be annexed into the City of Columbia if the City ever becomes contiguous to it. All Owners consent to and shall be bound by any such agreement.
- (G) **Amendment.** The amendment provisions of Section No. 16.2 of the Woodcreek Farms Declaration shall govern and control this Supplemental Declaration. Notwithstanding the above, this Supplemental Declaration may be amended only with the affirmative vote or written consent, or any combination thereof, of 67% percent of the Owners of Units in The Village if such amendment would affect Paragraphs 3 of 4 of this Supplemental Declaration.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Woodcreek Development Partnership hereto has by its duly authorized partners, set its hand and seal this 26th day of November, 2002.

WITNESSES:

WOODCREEK DEVELOPMENT PARTNERSHIP

By: Estate of Mary H. Manning

By: C. Heath Manning (SEAL)
C. Heath Manning

Its: Personal Representative
Partner and Responsible Representative

By: Woodcreek Properties Partnership

By: Edwin H. Cooper, Jr. (SEAL)
Edwin H. Cooper, Jr.

Its: Responsible Representative
Partner and Responsible Representative

[Signature]
Witness

Mary H. Dechprant
Witness

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that s/he saw the within named WOODCREEK DEVELOPMENT PARTNERSHIP, by and through its partners and responsible representatives, sign, seal, and as its act and deed, deliver the within instrument and that s/he with the other witness subscribed above, witnessed the execution thereof.

Mary H. Dechprant

SWORN TO before me this
26th day of November, 2002.

[Signature] (L.S.)

Notary Public for South Carolina

My Commission expires: 4-29-07

EXHIBIT A

Property Description

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS of land, together with improvements thereon, if any, situate, lying and being located in the County of Richland, State of South Carolina, shown and designated on a Bonded Plat of Woodcreek Farms Development Village, Phase 1-A, prepared by United Design Services, Inc., dated September 27, 2002, and recorded in the Office of the ROD for Richland County in Record Book 715 at page 898, as follows:

- (i) Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, and 13, (being the individual Units in The Village);
- (ii) the right-of-way entitled "South Olmstead Avenue";
- (iii) the right-of-way entitled "Gillon Avenue";
- (iii) the right-of-way entitled "Upper Will Lane (Private Alley)"; and
- (iii) the right-of-way entitled "Private Alley B".

The Bonded Plat is hereby incorporated by reference for a more complete description of the Property.

Derivation: This parcel being a portion of the property conveyed to Woodcreek Development Partnership by deed of Woodcreek Properties Partnership dated July 1, 1986, and recorded on July 11, 1986, in the Office of the RMC for Richland County in Deed Book D799 at page 591.

TMS No.: 25800-03-28 (portion)