

D 1340 P 0727

96 SEP 27 PM 2:17
REGISTER OF
DEEDS
RICHLAND COUNTY, SOUTH CAROLINA
FILED

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODCREEK FARMS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODCREEK FARMS (this "First Amendment") is made as of the date on the signature page hereof by Woodcreek Development Partnership, a South Carolina general partnership (the "Declarant"). Beaver Lake Limited Partnership, a South Carolina limited partnership (the "Additional Land Owner") joins the Declarant in this First Amendment to subject any real property owned by the Additional Land Owner and which is described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms as recorded on September 4, 1996 in the RMC Office for Richland County (the "Declaration") as amended herein. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Declaration.

SEP 27 1996 148034

1ST AMENDMENT
TO DECLARATION

WHEREAS, The Declarant has obtained certain financing to benefit the Properties from the National Bank of South Carolina ("NBSC") and NBSC has requested that this First Amendment relating to such financing be filed as a condition to the continuation of such financing;

WHEREAS, This First Amendment shall benefit NBSC as well as any person or entity supplying substitute financing or additional financing to the Declarant (collectively the "Lender");

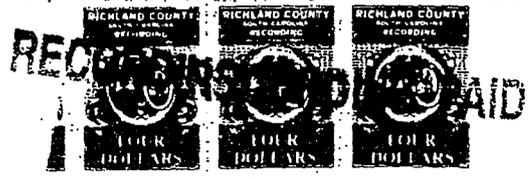
WHEREAS, This First Amendment shall include certain rights for the benefit of the Lender regarding architectural review and a revised property description for property that may in the future be annexed and made a part of the Declaration;

WHEREAS, The Declarant and the Additional Land Owner hereby declare that all of the property described in Exhibit A to the Declaration and any additional property subjected to the Declaration by Supplemental Declaration shall be held, used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the title to the real property subjected to the Declaration as amended herein;

WHEREAS, The Declaration as amended herein shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, and assigns; and shall inure to the benefit of each owner of any portion of the Properties; and

WHEREAS, The Declarant is hereby amending the Declaration pursuant to Section 16.2 of the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:



193318.1-CT (WLL) 014854-2

1. As of the recordation of this First Amendment, Section 9.2 of the Declaration shall be amended by adding the following:

- (c) **Lender's Rights.** Notwithstanding any provision hereof to the contrary, in the event any portion of the Properties (other than tracts which have already been subdivided of record into single family residential lots) shall be acquired by a Lender, mortgagee or any other party (the "Acquiring Party") through foreclosure sale or by deed in lieu of foreclosure, the duties and responsibilities of the ACC shall be divisible such that the ACC's duties and responsibilities with respect to such acquired property shall be deemed assigned to the Acquiring Party and its successors and assigns. Further, should any portion of such acquired property later be further subdivided by the Acquiring Party, its successors or assigns, into separate developable tracts, the duties and responsibilities of the ACC may be further subdivided with respect to each such tract and shall be deemed assigned to the purchaser of such tract and its successors and assigns. In the event the provisions of this section result in multiple ACCs, each ACC shall be subject to the provisions of this Declaration, but shall be responsible only with respect to the tract governed by such ACC. Each ACC shall be entitled to promulgate its own Design Guidelines, consistent with this Declaration.

2. As of the recordation of this First Amendment, Exhibit B of the Declaration is deleted in its entirety and Revised Exhibit B attached hereto is substituted in place thereof.

3. All easements, restrictions, covenants, terms and conditions of the Declaration, except as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODCREEK FARMS this 27th day of September, 1996.

[SIGNATURE PAGE ATTACHED]

01340 P0729

DECLARANT:

WOODCREEK DEVELOPMENT PARTNERSHIP, a South Carolina general partnership

By: [Signature] [SEAL]
Its Authorized Representative

By: [Signature] [SEAL]
Its Authorized Representative

JOINING PARTY:

BEAVER LAKE LIMITED PARTNERSHIP, a South Carolina general partnership

By: [Signature] [SEAL]
Its Authorized Representative

By: [Signature] [SEAL]
Its Authorized Representative

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

Signature of Notary Public Charles F. Cooper
My commission expires: 9-17-97
(SEAL)

Witness my hand and seal this 27th day of September, 1986.
Before me this day and acknowledged the due execution of the foregoing instrument,
I, Charles F. Cooper, a Notary Public for South Carolina, do hereby
certify that C. Heath Manning, the Authorized Representative of Woodcreek
Development Partnership, a South Carolina general partnership, personally appeared

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
ACKNOWLEDGMENT

Signature of Notary Public Charles F. Cooper
My commission expires: 9-17-97
(SEAL)

Witness my hand and seal this 27th day of September, 1986.
Before me this day and acknowledged the due execution of the foregoing instrument,
I, Charles F. Cooper II, a Notary Public for South Carolina, do hereby
certify that Robert W. Cooper, the Authorized Representative of Woodcreek
Development Partnership, a South Carolina general partnership, personally appeared

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
ACKNOWLEDGMENT

01340 P 0730

Signature of Notary Public Charles F. Cooper
My commission expires: 9-17-97
(SEAL)

Witness my hand and seal this 27th day of Sept, 1996.
me this day and acknowledged the due execution of the foregoing instrument.
I, Charles F. Cooper II, a notary public for South Carolina, do hereby
certify that Charles M. Cooper, the Authorized Representative of Beaver Lake
Limited Partnership, a South Carolina general partnership, personally appeared before

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
ACKNOWLEDGMENT)

Signature of Notary Public Charles F. Cooper
My commission expires: 9-17-97
(SEAL)

Witness my hand and seal this 27th day of Sept, 1996.
me this day and acknowledged the due execution of the foregoing instrument.
I, Charles F. Cooper II, a notary public for South Carolina, do hereby
certify that Robert W. Cooper, the Authorized Representative of Beaver Lake
Limited Partnership, a South Carolina general partnership, personally appeared before

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
ACKNOWLEDGMENT)

REVISED EXHIBIT B

All those certain pieces, parcels, or tracts of land, situate, lying and being near the Town of Pontiac, in the Counties of Richland and Kershaw, State of South Carolina, consisting of approximately Two Thousand Thirty-one and 30/100 (2,031.30) acres, more or less, of which approximately Thirty-one and 22/100 (31.22) acres are South Carolina Highway right-of-ways, leaving a net acreage of Two Thousand and 08/100 (2,008.08) acres with said property being shown and designated as Tracts A, B, C, D, E, F, G, and H on a plat of property of Woodcreek Properties prepared by Daniel Riddick and Associates, Inc., dated July 1, 1986, and recorded in the Office of the R.M.C. for Richland County in Plat Book 51 at Page 162, and in the Office of the Clerk of Court for Kershaw County in Plat Book 37 at Page 2306. PLAT