

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Book 3007-2525

2025014703 4/2/2025 14:11:40:090 Amendment - Deed

Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00

2025014703 John T. Hopkins II Richland County R.O.D.

**AMENDMENT TO THE
SUPPLEMENTAL DECLARATION
OF COVENANTS CONDITIONS AND
RESTRICTIONS ADDING CLUB
RIDGE B-5 AT WOODCREEK
FARMS**

This Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions adding Club Ridge B-5 at Woodcreek Farms. is made this 20 day of March 2025, by Woodcreek Farms Homeowners Association, Inc. (the "Association").

RECITALS

A. WHEREAS, the Developer, Woodcreek Development Partnership, a South Carolina General Partnership (herein after "Declarant") executed the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms Homeowners Association, Inc. (hereinafter "Declaration"). The Declaration was filed on September 4, 1996, in the Office of the Register of Deeds for Richland County in Deed Book D-1336 at page 800.

B. WHEREAS, the Declarant executed and filed the Supplemental Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms ("Declaration") on September 4, 1996, in the Office of the Register of Deeds for Richland County in Deed Book D-1336 at page 791.

C. WHEREAS, the Declarant executed the Supplemental Declaration of Covenants, Conditions and Restrictions adding Club Ridge B-5 at Woodcreek Farms ("Supplemental Declaration") on November 18, 2016, and filed in the Office of the Register of Deeds for Richland County in Book 2167 at page 3312 on November 28, 2016.

C. The Declarant executed and filed amendments to the Declaration annexing additional property to the Association. Said amendments are recorded in the Office of the Register of Deeds for Richland County.

WHEREAS the Association is asking to amend the Supplemental Declaration of Covenants, Conditions and Restrictions adding Club Ridge B-5 at Woodcreek Farms as hereinafter described, the Board of Directors held a special meeting on _____, 2021 at ____:00 pm and adopted a resolution to amend Supplemental Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms as hereinafter described.

WHEREAS, appropriate notice of the amendment was given to the Owners as required by Section 16.2 (b) of the Declaration and more than thirty (30) days have elapsed since the notice was given and no meeting has been called to disapprove of such amendment.

AMENDMENT TO DECLARATION, AS AMENDED

NOW THEREFORE, for valuable consideration Section 8.1 of the Supplemental Declaration shall be deleted in its entirety and shall be replaced with the following:

8.1 Association's Responsibility. The Association shall maintain the landscaping in the front and rear yard areas of each Unit, along with the Common Elements. This maintenance shall include maintenance, repair and replacement of all landscaping, irrigation and grass areas, driveways, sidewalks, walking paths or nature trails, and other improvements situated on the Common Elements. The Association shall maintain all landscaping, irrigation and grass areas within the front and rear yards areas of Units. The side courtyard of each Unit, including any fencing, shall not be maintained by the Association and shall be the sole responsibility of the Owner of such Unit. All improvements, betterments and personal property of the Owner shall be the sole responsibility of the Owner. The Owner shall maintain all sidewalks, driveways and concrete patios located on or adjacent to their Unit.

The Association shall provide maintenance upon improvements on the exterior of the Unit in accordance with the following: maintain, repair and replace gutters and downspouts and 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. The Owner shall maintain all improvements not expressed herein above.

The Association may, but shall not be obligated to provide any maintenance, repair or replacement that it determines to be the result of a willful or negligent act of the Owner, his family, pets, guests, lessees or invitees. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, pets, guests, lessees or invitees, should the Association provide such maintenance, repair or replacement, the cost of such maintenance, repair or replacement shall be the responsibility of the Unit Owner. Upon being invoiced by the Association, the Owner shall reimburse such cost and any administrative or supervisory fees or attorney fees, all of which shall be added to and become a part of the assessment to which such Unit is subject and the Association's lien on the Unit of the Owner. The Association is hereby granted an easement right of access to go upon any Unit for performance of maintenance, repair or replacement for which the Association is responsible hereunder.

The obligations of the Association set out herein shall be limited by any Builder's or vendors warranty for the dwellings or for any other structures located on a Unit which was a part of the purchase of the Unit or which was contracted for by such Owner. The responsibility for any maintenance, repair or replacement covered under such warranties shall, unless agreed otherwise by the Board of Directors, be the responsibility of the Unit Owner for as long as such warranty is in force. Further, the Association shall not be required to act as the Owner's advocate with respect to such warranty responsibilities and a Unit Owner shall bear the full responsibility for any and all efforts that may be necessary and for the cost of such efforts, where such efforts are required to cause the Builder or vendor to honor such warranty and to thereby address such issues, including any required legal action to enforce that Owner's legal rights against the Builder or vendor. The

Board of Directors shall at all times be authorized to determine, in its sole discretion, what maintenance, repair and replacement is appropriate, necessary and required, the appropriate cost of such maintenance, repair and replacement, the vendors or contractors who will provide such maintenance, repair or replacement, the expected level of quality of such maintenance, repair or replacement and the timetable or schedule under which such maintenance, repair or replacement will be provided or occur.

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.

IN WITNESS WHEREOF, the Woodcreek Farms Homeowners Association, Inc.. have executed this Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions adding Club Ridge B-5 at Woodcreek Farms on the day and year written herein.

Woodcreek Farms Homeowners Association, Inc.

Witnesses:

E. H.

Judith Henry

Eileen Uihlein Donohue

By: Eileen Uihlein Donohue
Its: President

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the County and State aforesaid, do hereby certify this the day 20 of March, 2025 that Eileen Donohue as President for Woodcreek Farms Homeowners Association, Inc. personally known to me, personally appeared before me this day and acknowledged that they voluntarily signed the Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms Homeowners Association Inc. on behalf of the Members.

Sworn before me, this 20 day of March, 2025

E. H.

Notary Public for South Carolina
My commission expires:

11/3/2026

