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DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC
BY: KELLY RAMSEY CLERK

Prepared by and Return to:

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THIRD AMENDMENT TO LAUREL CREEK, PHASE I, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS **THIRD AMENDMENT TO LAUREL CREEK, PHASE ONE, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of the 1st day of May, 2017, by **LAUREL CREEK, LLC**, a South Carolina limited liability company ("Declarant").

BACKGROUND STATEMENT

A. Declarant recorded that certain Laurel Creek, Phase One, Declaration of Covenants, Conditions and Restrictions was recorded on July 8, 1998 in Book 2313, at Page 273, in the Office of the Clerk of Court for York County, South Carolina (the "Original Declaration," and, as heretofore amended and/or supplemented from time to time, including, without limitation, by that certain First Amendment to Laurel Creek, Phase 1, Declaration of Covenants, Conditions and Restrictions recorded in the aforesaid records in Book 11068, at Page 64 (the "First Amendment"), and by that certain Second Amendment to Laurel Creek, Phase 1, Declaration of Covenants, Conditions, and Restrictions (the "Second Amendment"), the "Declaration").

B. Declarant reserved the right to amend the Declaration pursuant to Article X, Section 10.1 of the Original Declaration, and has elected to amend the Declaration pursuant to the terms of such section.

NOW, THEREFORE, Declarant hereby declares and amends the Declaration as follows, and the Association agrees as follows:

1. Pursuant to Article X, Section 10.1, of the Original Declaration, the Declaration is hereby amended so that the last sentence of Section 1.9 of the Original Declaration is deleted therefrom in its entirety.

2. Pursuant to Article X, Section 10.1, of the Original Declaration, the Declaration is hereby amended so that the sentence within Section 1.2 of the Original Declaration providing that "The Amenities may be designated as private, semi-private or public facilities, at Declarant's sole option, but are not part of the Common Property," is hereby amended and restated to provide as follows: "The Amenities may be designated as private, semi-private or public facilities, at Declarant's sole option, and, without limiting the discretion of Declarant as provided by the foregoing, Declarant may at any time and from time to time designate all or any part of the Amenities as being a part of the Common Property."

Section 1.2 of the Original Declaration is hereby further amended by Declarant so that the last sentence thereof is hereby deleted therefrom in its entirety and replaced with the following sentence for all purposes: "None of the terms and conditions of this Declaration or any Supplemental Declaration shall apply to the use and/or operation of the Amenities, and the Association shall have no vested or implied regulatory authority or control over the Amenities, provided that, if at any time any of the Amenities are designated by Declarant as being Common Property or conveyed by Declarant to the Association, then such of the Amenities as have been so designated or conveyed shall be subject to the terms and conditions of this Declaration and any Supplemental Declaration which pertain to the Common Property, and the Association shall have control over the same in the same manner as with respect to the other Common Property."

3. On or about of even date herewith, Declarant is conveying unto the Association certain of the Amenities. The Amenities conveyed to the Association by such deed have been designated by Declarant on even date herewith as being Common Property, and the real property described in such deed and conveyed to the Association shall be deemed for all purposes as being Common Property.

4. With respect to the real property being conveyed to the Association as contemplated by Section 3 above, Declarant hereby grants and conveys unto the Association, for the benefit of the Association and such real property, a perpetual, non-exclusive right and easement to use, maintain, repair, and replace, as necessary, the existing water and sewer lines and facilities which serve such real property and which are located upon the adjacent real property of Declarant (being the Remaining Amenities, as defined below). It is a term and condition of the foregoing easement that (i) the Association shall, prior to entering the Remaining Amenities property, and except in the case of an emergency, give unto Declarant at least thirty (30) days' prior written notice, accompanied by a description of the purpose of entry, (ii) the Association shall repair any damage to the Remaining Amenities property caused by its entry thereupon, (iii) the Association shall exercise its rights hereunder in a manner so as to interfere as least as possible with Declarant's, and its guests' and invitees,' use and enjoyment of the Remaining Amenities, and (iv) the Association shall indemnify and hold Declarant, and its members, principals, lenders, and insurers, harmless from and against any and all claims, causes of action, damages, and expenses whatsoever, including, without limitation, reasonable

attorneys' fees, incurred by any of them and arising out of or relating to the Association's (or its agent's) entry upon the Remaining Facilities property.

5. Declarant hereby reserves unto itself a perpetual, non-exclusive right and easement, for the benefit of Declarant and the remaining Amenities (the "Remaining Amenities," being those other than conveyed to the Association as contemplated by Section 3 above) for the purpose of using (and for the purpose of allowing its guests and invitees to use), in common with the Association and the Owners, such parking fields and drive aisles as may be located upon the Amenities which are being conveyed to the Association as contemplated in Section 3 above, and an exclusive, perpetual right and easement for the purpose of allowing Declarant, for the benefit of Declarant and the Remaining Amenities, to access, utilize, operate, replace, maintain, and repair, in connection with the operation of the Remaining Amenities, the dumpster enclosure, dumpster pad, and dumpsters located therein, which are located upon the Amenities being conveyed to the Association as contemplated by Section 3 above. Without limitation of the foregoing, the foregoing easement shall expressly be construed as allowing Declarant, or its designee, in connection with any special events occurring upon the Remaining Amenities, to erect, use, and remove tents or similar structures within any of parking fields or parking areas conveyed to the Association by Declarant.

6. Declarant hereby reserves a perpetual, non-exclusive right and easement for any lineal descendent of R. Warren Norman, Sr., through and including the fourth generation, together with their spouses, and for any lineal descendant of Joseph C. Cauthen, through and including the fourth generation, together with their spouses, to access, use and enjoy the Amenities being conveyed to the Association as contemplated by Section 3 above, without the payment of any fee, but subject to such rules and regulations, of uniform application enforcement to the foregoing parties and to the Owners, as the Association may enact pursuant to the Declaration from time to time.

7. As a material term and condition hereof, Declarant reserves a perpetual, non-exclusive right and easement, for the benefit of the Harlinsdale Phase 2 Lots (being defined as the real property described upon Exhibit A hereto, and any parcels subdivided therein so as to constitute parcels legally capable of separate conveyance) and the owners thereof (and their guests and invitees), to access, use and enjoy the Amenities being conveyed to the Association as contemplated by Section 3 above, and such walking trails as may be located upon the Common Property, on the same terms as the Owners, except that (i) the owners of the Harlinsdale Phase 2 Lots shall not be obligated to pay any assessments under the Declaration with respect thereto (whether Annual Assessments, Special Assessments, Individual Assessments, or otherwise), and (ii) in lieu thereof, the owners of the Harlinsdale Phase 2 Lots shall pay to Association, within thirty (30) days' notice from the Association, an annual fee in the amount of the total annual cost of maintaining, repairing, and insuring such Amenities and Common Property, as reasonably determined by the Association in January of each year based upon its prior year's expenditures, which fee, per lot within the Harlinsdale Phase 2 Lots, shall be equal to such total cost divided by the total number of Lots within the Phase One Property (and those portions of the Additional Property as have then been annexed into the Declaration by Supplemental Declaration), added to the total number of lots within the Harlinsdale Phase 2 Property (such annual fee shall in no event, however, be in an amount less than \$250.00 per lot within the Harlinsdale Phase 2 Lots).

Payment of the foregoing fee by each owner of a lot within the Harlinsdale Phase 2 Lots is a condition to such owner's (and its guests and invitees) use and enjoyment of the right and easement reserved above with respect to such Amenities and Common Property, and, should any owner of a lot within the Harlinsdale Phase 2 Property fail to pay such fee within thirty (30) days' notice from the Association, the Association may suspend such owner's rights of use and enjoyment on account thereof until such fee has been paid, together with interest at an annual rate of five percent (5.0%). With respect to any lot within the Harlinsdale Phase 2 Lots, and notwithstanding anything in this paragraph above to the contrary, however, neither Harlinsdale Corporation nor any Builder (defined hereafter for purposes of this paragraph) shall have any obligation to pay any of the amounts set forth herein to the Association for the period of their ownership of the lot. For purposes hereof, a "Builder" is defined as an entity engaged in the ordinary course of its business in the construction of single family dwellings and which acquires a lot within the Harlinsdale Phase 2 Lots; should such a Builder not complete a dwelling upon such a lot and then sell the improved lot to a third party within one (1) year from the Builder's acquisition of the lot, then, thereafter, the Builder shall not be considered as a Builder with respect to the lot for purposes of this paragraph.

8. As a material term and condition hereof, Declarant reserves a perpetual, non-exclusive right and easement, for the benefit of the Harlinsdale Phase 1 Lots (being defined as the real property described upon Exhibit B hereto, and any parcels subdivided therein so as to constitute parcels legally capable of separate conveyance and which are designated upon any plat of record as being residential lots) and the owners thereof (and their guests and invitees), to opt, on the terms set forth below and on an annual basis, to access, use and enjoy the Amenities being conveyed to the Association as contemplated by Section 3 above, and such walking trails as may be located upon the Common Property, on the same terms as the Owners, except that (i) the owners of the Harlinsdale Phase 1 Lots shall not be obligated to pay any assessments under the Declaration with respect thereto (whether Annual Assessments, Special Assessments, Individual Assessments, or otherwise), and (ii) in lieu thereof, the owners of the Harlinsdale Phase 1 Lots who opt in any calendar year to so use and enjoy such Amenities and Common Property shall pay to Association, by March 1 of the calendar year, an annual fee set by the Association, but which shall be no greater than the amount per lot within the Harlinsdale Phase 2 Property to be paid pursuant to Section 7 above for that calendar year, plus an additional one hundred twenty percent (120%) thereof (and the Association shall make such amount available upon request to the owners of lots within the Harlinsdale Phase 1 Property). Further, for the first year within which any owner of a lot within the Harlinsdale Phase 1 Property opts to exercise its rights above to use and enjoy such Amenities and Common Property, the owner shall pay unto the Association an initial fee of \$300.00. Should any such an owner pay such initiation fee to the Association for a calendar year, together with the annual fee then applicable as set forth above, and fail to pay the applicable annual fee the following calendar year, but then wish to opt to use and enjoy such Amenities and Common Property the year thereafter, such owner shall not have to pay the initiation fee to the Association in connection therewith; however, should such an owner pay an initiation fee and the corresponding annual fee to the Association for a given year and fail to pay the annual fee for more than one (1) year thereafter, then it shall be a condition of such owner again option to use and enjoy such Amenities and Common Property as set forth above that such owner shall again pay the Association for the calendar year in which it wishes to again use and enjoy such Amenities and Common Property both the initiation fee and the then applicable annual fee. No owner of a lot within the Harlinsdale Phase 1 Property shall have any

right to use or enjoy Amenities and Common Property referenced above in this paragraph unless such owner has paid, for that calendar year and by the date due, the applicable annual fee, and, if applicable, the initiation fee.

9. Declarant hereby amends the Declaration by deleting Section 6.4 of the Original Declaration therefrom and replacing the same with the following for all purposes:

Section 6.4 Annual Assessments for Class "B" Lots and Builder Lots. The Annual Assessment for each Class "B" Lot owned by Declarant shall be fixed at \$200.00, and the Annual Assessment for each Builder Lot shall be fixed at \$200.00. A "Builder Lot" is defined as a Lot owned by a builder or developer for ultimate resale to a third party, whether as an improved or unimproved Lot. Whether a Lot constitutes a Builder Lot for purposes hereof shall be subject to the determination of the Board of Directors, in its sole but reasonable discretion. For clarification, and avoidance of doubt, any Builder Lot shall no longer constitute a Builder Lot when conveyed to a third party by the builder or developer meeting the foregoing definition.

10. Declarant hereby declares that the Phase One Property, and those portions of the Additional Property heretofore or hereafter annexed thereto by Supplemental Declaration, shall be owned, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and terms set forth in this Amendment, all of which are declared to be part of, pursuant to, and in furtherance of, the common and general plan of development, improvement, and enhancement of the Phase One Property. The provisions of this Amendment are expressly intended to touch, concern, and run with the title to the Phase One Property, and those portions of the Additional Property heretofore or hereafter annexed thereto by Supplemental Declaration, 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.

11. The above Background Statement is incorporated herein by this reference. Capitalized terms used herein and not defined herein shall have the meanings given such terms in the Declaration. The Declaration is modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration, and, except as modified hereby, the Declaration and each of the provisions thereof is ratified and affirmed by Declarant. In the event that any provision of this Amendment is found to be unenforceable as a matter of law or equity by a court of competent jurisdiction, that provision shall be struck herefrom, and the remainder of this Amendment shall remain of full force and effect. All of the provisions of this Amendment and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Recitals to the Declaration which are incorporated herein this reference. This Amendment shall be governed by and construed under the laws of the State of South Carolina. Nothing contained herein shall be construed as limiting Declarant's further right to amend or supplement the Declaration from time to time hereafter in accordance with the terms and provisions thereof.

SIGNATURE PAGES TO FOLLOW

EXHIBIT A
Harlinsdale Phase 2 Lots

All that certain piece, parcel or tract of land, lying or being situate in or near the City of Rock Hill, York County, South Carolina, shown as containing 14.802 acres, more or less, upon that certain plat of survey prepared by James T. Poore, Jr., SCPLS 15191, of James T. Poore, Jr., Land Surveying, Inc., entitled "Boundary Survey for Warren Norman Co., Inc." dated January 9, 2014, and recorded on December 29, 2015, in Plat Book E366 at Page 6, in the York County, South Carolina, Clerk of Court's Office, reference to which plat is hereby made for a more complete and accurate description of the within described property.

Derivation: This being the identical property conveyed to Harlinsdale Corporation by deed of First Land Company, dated December 22, 2015, recorded December 29, 2015, in Book 15363 at Page 179, in the Office of the Clerk of Court for York County, South Carolina.

EXHIBIT B
Harlinsdale Phase 1 Lots

All those certain pieces, parcels or lots of land lying, being and situate in York County, South Carolina, and being more particularly shown and described on Plat of Harlinsdale Farm Subdivision, Phase I, by Ashmark Land Surveyors, dated November 14, 1988, and recorded in Plat Book 97, at Page 79, in the York County, South Carolina, Clerk of Court's Office, to which reference is hereby made for a more complete and accurate description of the real property shown thereon.

TOGETHER WITH all of the real property described upon Exhibit A to that certain Amendment to Restrictive Covenants, recorded in Book 1902, at Page 238, in the aforesaid records, to which reference is hereby made for a more complete and accurate description of the said real property.