

Prepared by and Return to:

MORTON & GETTYS, LLC  
Attn: Joshua B. Vann, Esq.  
334 Oakland Avenue  
Post Office Box 707  
Rock Hill, South Carolina 29731

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

THIS FIRST AMENDMENT TO LAUREL CREEK, PHASE ONE, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made as of the \_\_\_\_ day of November, 2008, 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 (as heretofore amended or supplemented from time to time, "Declaration").

B. Declarant reserved the right to amend the Declaration pursuant to Article X, Section 10.1 thereof, 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:

1. Article III, Section 3.3(b) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

b. **Class "B" Lots.** Class "B" Lots shall be all Lots owned by Declarant which have not been conveyed to third party purchasers who are not affiliated with Declarant. Declarant shall be entitled to three (3) votes for each Class "B" Lot in the Phase One Property, and, in addition, three (3) votes for each half (1/2) acre of property in such of the Additional Property as has not then been annexed to the Phase One Property and subjected to the general scheme of this Declaration by Supplemental Declaration. The Class "B" membership shall terminate and convert to Class "A" membership upon the first to occur of the following:

(i) When the total number of votes among the Members owning Class "A" Lots is equal to or greater than One Hundred Fifty percent (150%) of the number of votes held by the Declarant in the Class "B" Lots; or

(ii) Twenty (20) years from the date this Declaration is recorded in the Office of the clerk of court for York county, South Carolina; or

(iii) Five (5) years from the date of the last annexation of Additional Property; or

(iv) When Declarant, in its sole discretion, elects to voluntarily terminate its Class "B" membership, as evidenced by a written instrument recorded in the Office of the Clerk of Court for York County, South Carolina.

Following the first of these events to occur, Declarant shall call a special meeting of the Association as provided in the Bylaws, to advise the Members of the Association of the termination of the Class "B" membership.

2. Article VI, Section 6.4 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

**Section 6.4 Annual Assessments for Class "B" Lots.** The Annual Assessment for each Class "B" Lot owned by Declarant shall be fifty percent (50%) of the Annual Assessment for Class "A" Lots. Nothing within this Declaration shall be construed as requiring Declarant, or its successor in title with respect thereto, to pay Annual Assessments on any portion of the Additional Property until any such portion has first been annexed to the Phase One Property and subjected to the general scheme of this Declaration.

3. Article VII, Section 7.1(b) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

b. **Composition.** The ARB shall consist of no less than three (3) members and no more than five (5) members, none of whom shall be required to be Owners in the Development. The Declarant shall be entitled to appoint all members of the ARB, and may remove any member of the ARB, in its sole discretion, with or without cause and this authority shall terminate upon the first to occur of the following:

(a) When Declarant, in its sole discretion, elects to voluntarily terminate its control of the ARB in writing to the Board of Directors; or

(b) Five (5) years from the date of the last annexation of Additional Property; or

(c) When Declarant's Class "A" votes are less than Ten Percent (10%) of the then total number of Class "A" votes.

Following the first of these events to occur, the ARB shall be appointed by the Board of Directors, and the Board of Directors may remove any member of the ARB, in its sole discretion, with or without cause.

4. Article VII, Section 7.2(b) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

b. Appeal. In the event of a dispute between the ARB and an Owner relative to the review and approval of Plans, the inspection and approval of the Dwelling, improvements and structures constructed or to be constructed on the Owner's Lot, or any other matter arising under Article VII of this Declaration, there shall be no right to appeal the decision of the ARB until the Declarant's right to appoint ARB members has terminated under Article VII, Section 7.1(b). Following this event, the Owner shall be entitled to appeal the final decision of the ARB to the Board of Directors. In such case, the decision of the Board of Directors shall be final and binding on both the ARB and the Owner.

5. 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 First 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 First 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.

6. 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 First 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 First 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 First Amendment shall remain of full force and effect. All of the provisions of this First 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

Fist 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.

IN WITNESS WHEREOF, Declarant has executed and sealed this Declaration as its act and deed this 13<sup>th</sup> day of January, 2008.

Signed, sealed and delivered in the presence of:

Robbie M. Beasley

Cheryl J. Hollis

DECLARANT:

LAUREL CREEK, LLC

By: **First Land Company,**  
a South Carolina corporation  
(Member of Laurel Creek LLC)

By: Ralph W. Norman, Jr.  
Ralph W. Norman, Jr.  
Its: President

By: **Twin Lakes Development Partners, L.P.**  
a South Carolina limited partnership  
(Member of Laurel Creek, LLC)

By: **Twin Lakes Investment Partners, L.P.**  
a South Carolina limited partnership, as the general partner of Twin Lakes Development Partners

By: **JCC Twin Realty Corp.,**  
a South Carolina corporation,  
as the general partner of  
Twin Lakes Development Partners, L.P.

Bonnie R. Robison

BONNIE R. ROBISON

By: Joseph C. Cauthen, III  
Joseph C. Cauthen, III  
Its: President

STATE OF SOUTH CAROLINA )  
 ) ACKNOWLEDGEMENT  
COUNTY OF YORK )

PERSONALLY APPEARED before me Ralph W. Norman, Jr., the President of First Land Company, as a member of Laurel Creek, LLC, who, after being duly sworn, acknowledged his execution of the within instrument in said capacity and for the uses and purposes stated therein.

SWORN to before me this 13<sup>th</sup> day of January, 2008<sup>9</sup>

Cheryl J. Hollis  
Notary Public for South Carolina  
My Commission expires: 8-15-11  
[SEAL]

~~STATE OF SOUTH CAROLINA~~ )  
 ) ACKNOWLEDGEMENT  
~~COUNTY OF YORK~~ ALACHUA )

PERSONALLY APPEARED before me Joseph C. Cauthen, III, the President of JCC Twin Realty Corp., the general partner of Twin Lakes Investment Partners, L.P., the general partner of Twin Lakes Development Partners, L.P, as a member of Laurel Creek, LLC, who, after being duly sworn, acknowledged his execution of the within instrument in said capacity and for the uses and purposes stated therein.

SWORN to before me this 15<sup>th</sup> day of January, ~~2008~~<sup>2009</sup>

Bonnie R Robison  
Notary Public for ~~South Carolina~~ FLORIDA  
My Commission expires: June 3, 2011  
[SEAL]

