



2010086886 Richard W. Rodden

Richland County R.O.D.

**SUPPLEMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR
WESTCOTT RIDGE**

THIS SUPPLEMENT ("SUPPLEMENT") dated the 28 day of December, 2010 which supplements and amends the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Westcott Ridge dated March 7, 2008, and recorded March 7, 2008 in the Office of the R.O.D. for Richland County in Record Book 1409, at Page 777 ("Declaration") is made by Broad River Developers, LLC ("Developer").

RECITALS

WHEREAS, the Developer did previously file with the Register of Deeds for Richland County a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS for WESCOTT RIDGE Community (the "Declaration") recorded in Record Book 1409, at Page 777 on March 7, 2008; and

WHEREAS, the Declaration provides in Article XII, Section 6 that the Declaration may be amended by the Developer at any time while the Developer owns any portion of the Property.

WHEREAS, as of the date of this Supplement the Developer retains ownership of a portion of the Community, and it has determined that the terms of this Supplement promotes the health, safety, and welfare of the residents of the Community; and

1. Capitalized terms used herein shall have the meaning set out in this Supplement. Any capitalized terms used but not defined herein shall have the meaning set out in the Declaration.
2. If any term or condition of this Supplement shall conflict with any term or condition of the Declaration, the terms and conditions of this Supplement shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.
3. The real property described in Exhibit "1" has been developed as a part of the Community. As a part of the development plan for the Community, fences have been or may be constructed on the Lots which wholly or partially enclose an area which is for the exclusive use of the Benefiting Parcel (hereinafter defined), subject to the terms of this Supplement.

NOW, THEREFORE, the Developer declares that the Declaration is amended by this Supplement to add Article XIII as hereinafter set forth:

ARTICLE XIII

Section 1. DEFINITIONS. If a term is defined in both the Declaration and this Supplement, the meaning found in this Supplement shall prevail.

(a) **"AFFECTED PARCEL"** shall mean and refer to any Lot, Lots and/or or Common Area that is subject to a Restricted Use Area.

(b) **"BENEFITING PARCEL"** shall mean and refer to a Lot which enjoys a right of use over, across, and upon the Restricted Use Area located on the Affected Parcel.

(c) **"GARDEN FENCE"** shall mean and refer to: (a) any common fence, wall (including the wall of a Dwelling) or other like Structure, any of which are allowed by the Developer, or approved by the Architectural Control Authority, When Empowered, to be built by an Owner or (b) any Structure designated as a Garden Fence on a recorded plat or on a plan by the Developer or the Architectural Control Authority, When Empowered. Unless determined otherwise by the Developer or the Board of Directors, When Empowered, the term Garden Fence shall only apply to fences located upon Lots encumbered by this Supplement.

(d) **"RESTRICTED USE AREA"** shall mean and refer to any area on any Affected Parcel which is: (a) designated as a Restricted Use Area on a recorded plat or on a plan approved by the Developer or the Architectural Control Authority, When Empowered or (b) which is isolated by a Garden Fence or Garden Fences, and if no Garden Fence is constructed by the Developer (or its designee) or designated by the Architectural Control Authority, When Empowered, as one or more borders of the Restricted Use Area, then the border shall be the property line of the Benefiting Parcel

Section 2. ARCHITECTURAL CONTROL.

(a) Unless approved otherwise by Developer or the Association, When Empowered, or unless the following is modified by the Architectural Guidelines:

- (i) In addition to the requirements contained in other provisions of the Declaration that a Lot Owner obtain approval from the Developer or the Architectural Control Authority, When Empowered, for any Structure (including all landscaping, lighting, statuary, etc.) to be installed, placed or changed on any part of a lot, no Structure shall be constructed or maintained within the Restricted Use Area without the consent of the Developer or the prior written approval of the

Architectural Control Authority, When Empowered. A Garden Fence shall also be required to comply with the approval requirements for Structures set forth herein and in the Declaration.

- (ii) Unless otherwise approved by the Developer or the Architectural Control Authority, When Empowered, a Dwelling must be constructed with a Garden Fence. Portions of the exterior wall of a Dwelling may also be designated as a Garden Fence.
- (iii) Portions of the exterior walls of a Dwelling that front upon or that are a minimum distance from an adjacent property line or Dwelling may be prohibited from having any transparent opening or other type opening by the Architectural Guidelines or by applicable building codes, fire codes and zoning codes.
- (vi) The minimum square footage and setback requirements for the Dwellings contained in the Declaration, if any, shall not apply to the Dwellings or the real property described within this Supplement, but shall comply with any minimum square footage requirements established by Developer or the Architectural Control Authority, When Empowered.

SECTION 3. RESTRICTED USE AREA.

(a) The Developer, for the benefit of the Benefiting Parcel Owner, restricts the Restricted Use Area and hereby grants to the Benefiting Parcel Owner an easement for the exclusive use and enjoyment of the Benefiting Parcel Owner and his family, guests and invitees The Restricted Use Area shall at all times be contained in an Affected Parcel. If a Garden Fence for a Benefiting Parcel is constructed across a side or rear property line between the Benefiting Parcel and an adjoining Lot, Lots, and/ or Common Area, the Restricted Use Area for the Benefiting Parcel shall include (and shall have the rights of use provided herein for) that portion of that adjoining Lot, Lots and/or or Common Area. Alternatively, should a Garden Fence be constructed or designated to be within a Lot, the portion of the Lot that is outside of the Garden Fence shall, if adjoining another Lot, become a part of the Restricted Use Area of that adjoining Lot. For illustrative purposes, see Exhibit "2" attached hereto, and incorporated herein. If the Garden Fence is constructed inside the Benefiting Parcel, and the adjoining property is a Common Area, the maintenance of any portion of the Benefiting Parcel that extends beyond the Garden Fence shall be that of the Association. In addition to the easement created for the use of the Restricted Use Area, the Developer, for the Benefit of the Benefiting Parcel Owner, restricts the Affected Parcel and hereby grants to the Benefiting Parcel Owner an easement for ingress and egress across the portion of the Affected Parcel necessary to access the Restricted Use Area through any gate constructed in the Garden Fence, such easement for ingress and

egress to be limited to the width of the Restricted Use Area on the Affected Parcel at such Garden Fence and extending toward the roadway on the side of the Affected Parcel that such Garden Fence faces no more than six feet (6') beyond the corner of that side of the Dwelling on the Benefiting Parcel. In exchange for such easement for ingress and egress on the Affected Parcel, the Benefiting Lot Owner shall be responsible for any the repair or replacement of any Structure or landscaping damaged as a result of such access to this area by the Benefiting Lot Owner, its family, guests or invitees.

(b) In addition to the Regulations, the Restricted Use Area is subject to the following additional restrictions:

(i) So long as the Developer owns any portion of the Property, it may encroach, or allow the encroachment of a Garden Fence upon a Lot. However, any other encroachment must be consented to by the adjoining Lot Owner and the Architectural Control Authority, When Empowered.

(ii) Prior to the Benefiting Parcel Owner having the right to enjoy exclusive use of the Restricted Use Area, the Garden Fence must be constructed or designated on the Affected Parcel(s). The Benefiting Parcel Owner shall not have any right to use the Restricted Use Area during such time that the Affected Parcel Garden Fence is not constructed or designated, unless approved otherwise by the Developer or the Architectural Control Authority, When Empowered. Notwithstanding the foregoing, if a Garden Fence has not been constructed at the rear of the Affected Parcel or Benefiting Parcel, then, until such time as it is constructed or designated, the rear property line of the Affected Parcel(s) shall be deemed to enclose the Restricted Use Area in the same manner as if a Garden Fence had been constructed on or near the rear property line.

(iii) Notwithstanding anything to the contrary contained herein, the Affected Parcel Owner shall at all times enjoy the right to maintain his Dwelling and Garden Fence as required hereunder. The Benefiting Parcel Owner may not place any Structure within the Restricted Use Area which would impair or impede the Affected Parcel Owner's access to provide maintenance to the Garden Fence or to construct or maintain the Dwelling or other Structures approved by the Developer or the Architectural Control Authority, When Empowered

(iv) No Structure shall be permitted in the Restricted Use Area which limits access by any party with a right to access the Restricted Use Area.

(v) The Affected Parcel Owner shall at all times enjoy the right to construct, maintain, repair and replace the Garden Fence and Dwelling or Structure located on the Affected Parcel. In the event the Affected Parcel Owner disturbs any shrubbery or landscaping within the Restricted Use Area

that was previously approved by the Developer or Architectural Control Authority, When Empowered, the Affected Parcel Owner must repair or replace the same at his expense.

SECTION 4. MAINTENANCE OF THE RESTRICTED USE AREA

(a) The Benefiting Parcel Owner shall be wholly responsible for the maintenance, repair, preservation, and liability for any and all occurrences within the Restricted Use Area. The Developer and the Association shall not be required to provide maintenance, repair or replacement of any Garden Fence. Notwithstanding the foregoing, the Developer and the Association, pursuant to Article II, Section 15 of the Declaration shall have the right to enter upon the Affected Parcel for the purpose of construction, maintenance, repair and replacement of the Garden Fence, Dwelling or other Structure located on the Affected Parcel. If the Developer or the Board of Directors, When Empowered, elects to provide such services, then the Benefiting Parcel Owner will be obligated to pay any Specific Purpose Assessments levied to pay for cost of such services.

(b) The Owner of the Affected Parcel, the Developer or the Association, When Empowered, shall have the right to access and maintain the Restricted Use Area in the event the Owner of the Benefiting Parcel fails to do so. Said action by the Affected Parcel Owner and any potential action taken by the Developer or the Association against the Benefiting Parcel Owner or the Affected Parcel Owner for a failure to maintain as herein stated are not mutually exclusive.

(c) As set forth herein or unless the Developer or the Association voluntarily assumes responsibility for the maintenance, repair or replacement of the Garden Fence and unless the Garden Fence is a Structure other than as described hereafter, such as the wall of a Dwelling, where the responsibility for maintenance shall be the sole responsibility of the Affected Parcel Owner, or a brick fence or landscaping, where the responsibility for repair or maintenance shall be shared equally between the two Lot Owners, it shall be the responsibility of each Lot Owner to maintain, repair and replace Garden Fences as follows: Regardless of whether a wall of a Dwelling acts as the Garden Fence for either of such Lots, where an actual wall or fence acts as all other portions of the Garden Fence for each of two (2) adjoining Lots and where Garden Fences border all boundaries of the Restricted Use Area for each of the two (2) Lots, the adjoining Lot Owners shall each pay the cost of the maintenance, repair and replacement of the Garden Fences most nearly fronting on (i.e. slats or pickets, etc.) that Owner's Lot and an equal share in the cost of the maintenance, repair or replacement of the structural members (posts and framing, etc.) of the Garden Fence, provided, however, that any damage or destruction caused by the negligence of one Lot Owner shall be repaired or replaced at the expense of the Lot Owner causing such damage. Should the Restricted Use Area for a Lot not be totally enclosed by a Garden Fence, should the Restricted Use Area of an adjoining Lot not be totally enclosed by a Garden Fence or should the any portion of the Garden Fence for a Lot be constructed on or

front immediately upon a Common Area, an area maintained by the Association or on a road right-of-way and fall on or along the boundary lines between a Lot and Common Area, or an area maintained by the Association or a road right-of-way, the cost of the maintenance, repair or replacement of such Garden Fence shall, unless partially or totally assumed by the Association, be solely that of the Lot Owner. Garden Fences shall be considered Structures on the Lot for all purposes under the Declaration. In the event of a disagreement between two or more Lot Owners or between one or more Lot Owner(s) and the Association with respect to the responsibility of a Lot Owner or the Association for the maintenance, repair or replacement of Garden Fences or for Structures, including landscaping, in the easement on the Affected Parcel provided for ingress and egress through a gate in a Garden Fence, the Developer or the Architectural Control Authority, When Empowered, shall have the sole authority to determine responsibility and to enforce the requirement set out herein that the Garden Fences or such Structures, including landscaping, be repaired, maintained or replaced by the responsible Lot Owner or Owners and/or by the Association. The Association shall be entitled to any and all enforcement remedies against the responsible Lot Owner(s) contained in the Declaration.

SECTION 5. ASSOCIATION'S MAINTENANCE EASEMENT.

(a) The Developer reserves unto itself and the Association, a perpetual, alienable easement and right of ingress, egress and access, over, upon, across and under each Lot to replace, cut, trim, irrigate, or otherwise maintain all landscaping, shrubbery, grass, and the other Structures visible from any street, including, but not limited to, spray washing or painting the Dwelling or any other Structure on the Lot. It shall at all times be the obligation of all Lot Owners to properly irrigate the landscaped areas of their Lot and to maintain their irrigation system in a manner that allows for the proper operation of the system. The Developer or the Association, When Empowered, may at any time engage or disengage the irrigation system of a Lot Owner in order to provide proper irrigation of that Owner's Lot or proper maintenance of the landscaping on that Lot. The Developer or the Association, When Empowered, shall have the sole authority to determine what level of irrigation is proper and to define proper operation of the irrigation system. Upon receipt of notice from the Association that the irrigation system is not properly operating, or that specific maintenance or repairs to the system are necessary, or that an adjustment to the amount of or schedule for irrigation that is being provided to any portions of the landscaped areas of a Lot is necessary, a Lot Owner shall cause that repair or maintenance of the irrigation system to be performed in the time frame set out in the Association's notice or shall immediately increase or decrease the amount of irrigation or change the schedule for irrigation being provided to the landscaped areas of the Lot noted in that notice. The Association shall have no responsibility for the maintenance of the irrigation system on an Owner's Lot or for the cost of the utilities required to operate the irrigation system.

(b) Nothing herein shall require the Developer or the Association to provide the services set forth in subsection (a) of this Section, but the easement shall be for the purpose of providing these elective services if the Developer or the Board of Directors, When Empowered, elects to provide such services. If the Developer or the Board of Directors, When Empowered, elects to provide these services then the Lot Owner will be obligated to pay Assessments to pay the cost of such services. Once a Lot Owner pays a full twelve (12) months of Assessments and is otherwise in compliance with the Declaration and the Regulations, said Lot Owner is eligible to receive the services subject to the schedule of services arranged by the Association in its sole determination. Nothing herein shall require the Developer or the Association, When Empowered, to spray wash Dwellings or provide other services at one time.

SECTION 6. EASEMENT OF ENCROACHMENT FOR PLACEMENT OF GARDEN FENCES AND DWELLINGS ON LOTS.

The Developer reserves unto itself and its successors and assigns, a perpetual, alienable, easement, over, upon, and across and under each Lot and Common Area for the unintentional placement or settling or shifting of Garden Fences or Dwellings constructed, reconstructed, or altered on any Lot or portion of Common Area adjacent to any Lot. Unless otherwise provided for herein in this Declaration, such Garden Fences or Dwellings must have been constructed to a distance of not more than one foot (1') within the construction area shown on the site plan for the Lot approved by the Developer or the Architectural Control Authority, When Empowered; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, occupant, or the Association, unless such intentional encroachment has been approved prior to construction by the Developer or the Architectural Control Authority, When Empowered. An illustration of such an unintentional encroachment is shown on Exhibit "2" attached hereto and incorporated herein.

SECTION 7. COMMON AREA.

(a) Easement for Driveways Over Common Area. The Developer reserves unto itself a perpetual and alienable easement and right of ingress and egress, over, upon, across and under all Common Area, if any, as are necessary or convenient for the construction, maintenance, and use of driveways for Dwellings in the Community provided such easement shall not encroach on or cross under existing buildings on the Common Area. This easement and right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe access and to maintain reasonable standards of health, safety, and appearance. Such right may be exercised by the licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such driveway. No Structures, including, but not limited to, walls, fences, paving,

or planting shall be erected upon any part of the Property which will interfere with the rights of ingress and egress provided for in this paragraph and no Owner shall take any action to prevent the Association, the Developer, or any of their agents, contractors or employees from utilizing the easements reserved herein.

(b) **Parking Rights.** It is anticipated that parking spaces in addition to those spaces located on the Lots may be provided as Common Area for the benefit of the Community. Unless otherwise decided by the Developer, or the Board of Directors, When Empowered or set forth in the Regulations as amended, these parking spaces are for the use of the guests, invitees, and licensees of the Lot Owners and are not to be used by the Lot Owners as additional parking spaces for themselves or other residents of the Dwellings in the Community. Violations of use of the parking spaces shall be determined in the sole discretion of the Developer or Board of Directors, When Empowered, and the Developer or Board of Directors, When Empowered, may levy against a Lot Owner Assessments for Non-Compliance as may be appropriate, or may deprive the offending Lot Owner of the use of such parking spaces for such period of time as the Developer or Board of Directors, When Empowered, in its discretion, may deem appropriate and shall have exercise all other remedies set out in the Declaration.

SECTION 8. GENERAL PROVISIONS

(a) **THE DEVELOPER, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED, THEIR AGENTS, EMPLOYEES AND OFFICERS SHALL NOT BEAR RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING PLANTED, SPECIAL GRADING ESTABLISHED, OR STRUCTURE CONSTRUCTED WITHIN ANY EASEMENT DESCRIBED IN THIS ARTICLE, WHETHER PLANTED, ESTABLISHED OR CONSTRUCTED WITHIN AN EASEMENT INTENTIONALLY OR INADVERTENTLY AND WHETHER APPROVED OR NOT BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL AUTHORITY, WHEN EMPOWERED.** The rights and easements conferred and reserved herein shall be appurtenant to any property whether or not subject to this Declaration and shall be an easement in gross of a commercial nature for the benefit of the Developer to serve any property whether or not subject to this Declaration.

(b) Any and all violations of this Article, including without limitation failure to maintain the Restricted Use Area or Garden Fences as stated herein, shall be subject to all the remedies contained in the Declaration.

(c) In the event any provision contained in the Supplement shall conflict with the provisions of the Declaration, the provisions of the Supplement will control as to the Property described in Exhibit "1".


(d) The Developer or the Architectural Control Authority, When Empowered, may terminate the use rights of a Benefiting Parcel Owner in a Restricted Use Area for any violation of the Declaration, the Regulations, or this Supplement.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.



DEVELOPER:

BROAD RIVER DEVELOPERS, LLC

By: 

Print Name: Bryan Clifton

Its: Member


Norma Clifton

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, Robert C. Clawson, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for the Developer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this 28
day of December, 2007. 2010 Rcc

 (SEAL)
Print Name: Robert C. Clawson
Notary Public for South Carolina
My Commission Expires: July 15, 2015

MUNGO HOMES, INC., by the execution of this instrument, consents to the imposition of the SUPPLEMENT on all lots in Westcott Ridge Phase 1 owned by Mungo Homes, Inc.

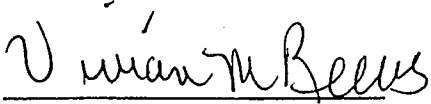
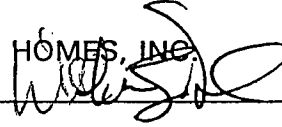


IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.



MUNGO HOMES, INC.

By: _____



Print Name: William J. Dixon

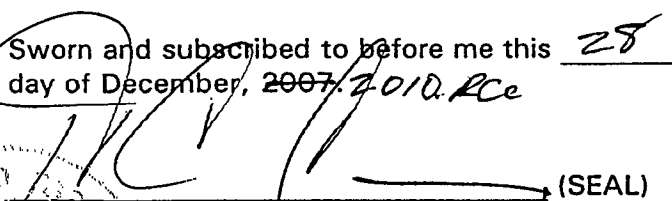
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, Robert C. Clawson, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for MUNGO HOMES, INC. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this 28
day of December, ~~2007~~ 2010. Rce



_____) (SEAL)
Print Name: Robert C. Clawson
Notary Public for South Carolina
My Commission Expires: July 15, 2015

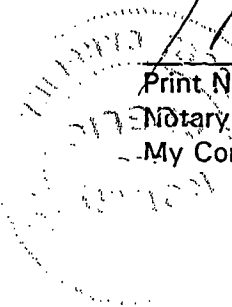


EXHIBIT "1"

All those certain pieces, parcels or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as LOTS 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, and 106 on a bonded plat of WESCOTT RIDGE, PHASE I prepared by B.P. Barber & Associates, Inc. dated December 20, 2007 and recorded in the Office of the R.O.D. for Richland County in Record Book 1497, at Page 2731; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This conveyance is made subject to easements and restrictions of record and those which an inspection of the property would disclose.

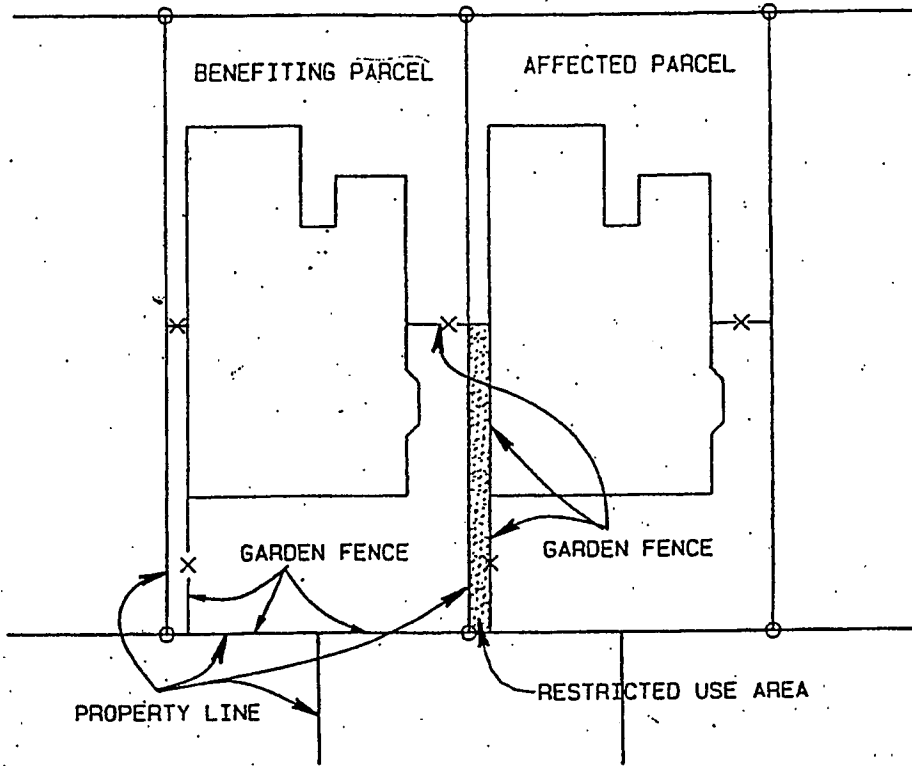
This is a portion of the property heretofore conveyed to Broad River Developers, LLC by deed of Peak Developers, LLC dated January 25, 2007 and recorded January 26, 2007 in Richland County Record Book 1276, at Page 1332.

This is a portion of the property heretofore conveyed to MUNGO HOMES, INC. by deed of Broad River Developers, LLC dated July 26, 2010 and recorded July 26, 2010 in Richland County Record Book 1620, at Page 3563.

This is a portion of the property heretofore conveyed to MUNGO HOMES, INC. by deed of La Casa Homes, Inc. dated September 9, 2010 and recorded September 10, 2010 in Richland County Record Book 1630, at Page 3892.

EXHIBIT "2"

RESTRICTED USE AREA - TYPICAL



RESTRICTED USE AREA - ENCROACHMENT

