

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR  
WATERFORD  
96.551

THIS FIRST AMENDMENT ("FIRST AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the 7TH day of NOVEMBER 1996 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the owner of the real property described in Schedule A of the Declaration, and is developing thereon a Development together with common lands and facilities for the sole use and benefit of the Owners of the homes to be located in the Development.

2. The DECLARATION provides in ARTICLE IX, Section 5 that the DECLARATION may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two thirds vote of the membership in the Association.

3. The Developer, being the Owner of more than two thirds of the Lots in the Development, and holding more than two thirds vote of the membership in the Association, desires to Amend the DECLARATION according to the terms of this FIRST AMENDMENT.

NOW, THEREFORE, the Developer declares that the DECLARATION is amended as hereinafter set forth.

1. ARTICLE II, Section 22 is deleted and replaced in its entirety with the following amended ARTICLE II, Section 22:

Section 22. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and reasonable easement and right of ingress and egress, over, upon, and across and under each Lot and Common Area for the erection, maintenance, installation, and use of electrical and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear by the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. The Developer further reserves an easement on behalf of itself, its successors and assigns, over seven and one half feet along each side lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the rear twelve feet of each lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the front ten feet of each Lot for utility installations, utility rights of way and maintenance thereof, as well as drainage installations, drainage rights of ways, and maintenance thereof. These easements and rights expressly include 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 utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential Lot designated for such use on applicable plat of the residential subdivision, or locate same on the adjacent Lot with the permission of the Owner of such adjacent Lot. The Developer also reserves the right to any Easements shown on the recorded subdivision plat, any revised and recorded subdivision plat, and any loan survey of any lot governed by these restrictions so long as such survey is recorded of record prior to the conveyance by the Developer of the effected lot or lots. Such rights 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 utility service. No structures, including 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. Provided,

however, that such easements and rights shall be restricted to the roads, streets, alleys, and easements as shown and designated on the applicable plat or plans of the development. The Developer, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph in the event that any permanent structure is inadvertently constructed within such easement area. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and structure to convey marketable title. The Developer also reserves an Easement for Landscaping or advertising on any lot or lots whereon such landscaping or advertising was established prior to the conveyance by the Developer of such lot or lots. The easement shall include a reasonable right of access, ingress, and egress for the maintenance thereof. The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of the Developer to serve any property whether or not subject to this Declaration.

2. ARTICLE III, Section 3 is deleted and replaced in its entirety with the following amended ARTICLE III, Section 3:

Section 3. Size of Dwelling Homes and Lot Coverage. All dwelling homes in the Phase(s) shall have a minimum of 1,500 square feet of enclosed dwelling areas as herein defined. Future phases of the Development may have different minimum square footage requirements as determined in ARTICLE IX Section 5 below. The actual ground floor area of the house must not exceed fifty percent of the total Lot area.

3. ARTICLE III, Section 4(a) is deleted and replaced in its entirety with the following amended ARTICLE III, Section 4(a):

Section 4(a) Dwelling houses may be constructed no nearer than seven and one half feet to an interior lot line, but in no event shall there be less than sixteen feet between any two Dwelling Homes on adjacent Lots. Dwelling houses may be constructed no nearer than twelve and one half feet to a side street line; however, the Developer, its successors or assigns, reserves the right to alter these side lot line restrictions for the unintentional violation of the same.

4. ARTICLE III, Section 4(b) is deleted and replaced in its entirety with the following amended ARTICLE III, Section 4(b):

Section 4(b) A perimeter boundary set back must be maintained

at ten feet inside and parallel to the boundary of the development, and no dwelling house shall be located on any Lot nearer to the street on which the dwelling house faces than twenty five feet. In the event that the set back line as established herein shall conflict with any set back line as shown on any recorded plat of the subdivision, the set back line established herein shall control. The Developer, its successors or assigns, reserves the right to alter the front lot line restrictions for the unintentional violation of the same.

5. All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this FIRST AMENDMENT.

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

\_\_\_\_\_  
THE MUNGO COMPANY, INC.

\_\_\_\_\_  
BY : \_\_\_\_\_

M. STEWART MUNGO

ITS PRESIDENT

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution

thereof.

SWORN TO BEFORE ME THIS  
\_\_\_\_\_ DAY OF NOVEMBER, 1996.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
WITNESS

(Deed Book D1341, Page 0589)

D-1348

## LS

LE IX, Section 5 that the Declaration may be amended at any time and from time to time upon the approval of the Owners executed by Owners holding not less than two-thirds of the total votes, provided that so long as Developer is the Managing Agent, Developer's consent must be obtained.

ed to THE MUNGO COMPANY, INC., the  
division, both the Developer consented to and  
than two-thirds vote of the membership voted

3. ARTICLE II, Section 10 is deleted in its entirety and following is substituted in lieu thereof:

Section 10. Signs. No advertising signs, billboards, political signs, or landscape signs shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee, and provided such signs are removed within ten days after occupancy of the house. "For Sale" signs, including reality signs, as well as "For Sale by Owner" signs are allowed as long as they (i) are no larger than 2ft x 2ft; (ii) are placed no more than 10 feet from the front dwelling of home; and (iii) do not extend more than 3 feet above ground. Information boxes are allowed and shall be placed within a 24-inch radius of the mailbox. Security signs are permitted as long as such signs are no larger than 6" by 6". No more than one (1) security sign may be erected in the front of any Lot and no more than one (1) security sign may be erected in the back of any Lot.

4. ARTICLE II, Section 11 is deleted in its entirety and the following is substituted in lieu thereof:

Section 11. Aesthetics, Nature Growth, Screening, Underground Utility Service. After sale of a lot by the Developer, trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level, shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Control Committee of the landscape plan. Landscaping (including sodding or seeding grass and planting of trees and shrubs) on all homes must be completed in a timely manner and maintained in keeping with the standards of the neighborhood as set forth in Section 23 below. No white rocks (painted or otherwise) shall be permitted on any Lot. No clotheslines shall be erected on any Lot.

Statuary shall be permitted on a Lot subject to the following guidelines: (i) Statuary cannot be larger than 2 ½ feet tall and 1 foot wide; (ii) each Lot is limited to five (5) Statuary items in front of Lot viewable from the street; (iii) Statuary must be concrete, plaster, or resin in nature; (iv) any ornamental item other than the Statuary listed above as well as other structural landscape additions, including but not limited to flagpoles, fountains, bird bathes, trellises, landscape borders, and garden benches, must be approved by the Architectural Control Committee.

Garbage cans and recycle bins must be concealed from view of street. Structures used to conceal garbage cans must be made of brick, siding, or stained wood to match the house and are subject to approval by the Architectural Control Committee.

All portable basketball goals must be removed from the street when not in use and stored in driveway no more than twelve (12) feet from the front or side of the home. Permanent basketball goals shall not be placed within twenty (20) feet of any street and the placement and construction of same must be approved by the Architectural Control Committee prior to installation.

Play equipment, including but not limited to trampolines, playhouses, and swing sets, must remain in back of Lot out of view of any street. All lawn equipment, including but not limited to wheelbarrows, water hoses, rakes, and flowerpots, must be concealed from view of any street. All outdoor grills and equipment must be concealed from view of any street. All holiday decorations, including but not limited to lights and outdoor yard décor, must be removed within two (2) weeks after the holiday. All residential utility service and lines to residences shall be underground.

5. ARTICLE II, Section 13 is deleted in its entirety and the following is substituted in lieu thereof:

Section 13. Trailers, Trucks, Buses, Boats, Trailers, etc. The term "vehicles," as used herein, shall include, without limitation, trailers, boat trailers, trucks, buses, boats, motor homes, mobile homes, minibikes, motorbikes, scooters, go-carts, campers, vans, water utility vehicles, all terrain vehicles, and automobiles. (i) Vehicles which are either unlicensed or inoperable for a period of five days or more may not be stored upon any portion of the Community including streets or Lots at any time unless stored in a garage; (ii) All minibikes, motorbikes, scooters, go-carts, all terrain vehicles and water utility vehicles must be stored in a garage when not in use; (iii) No boats of any kind may be stored on a residence driveway or Lot or on any other part of the Community including the streets; (iv) All trailers including trailer hitches and other like vehicles may not be stored on a Lot or driveway; (v) Residence cars shall be parked in the garage or on a driveway. Residence cars may not be parked on the street. Cars parked on the street on a recurrent basis must be moved from the street. The Association shall have the right to remove any such vehicle if not removed by the Owner within 10 days of notice, and the costs of such removal shall be an assessment against such Owner; and (vi) No buses, boats, trucks, motor/mobile home shall be kept, stored, used or parked overnight either on any street or adjoining Lots. The foregoing will not be interpreted or construed or applied to prevent the temporary nonrecurrent parking of any licensed vehicle, boat, or trailer for a period not to exceed 48 hours upon any driveway or street in the Community.

6. ARTICLE V, Section 3 is amended by adding a new subsection (f) after the current subsection (e) as follows:

(f) The right of the Association, at the request of an Owner, to transfer, sell, or convey from time to time certain portions of the Common Area deemed as excess property by the Board of Directors in its sole discretion to the requesting Owner adjacent to such excess property at such price as the Board of Directors may determine, with the proceeds of such sales to be remitted to the general funds of the Association. All costs and expenses in connection with such conveyances, including without limitation attorneys' fees, surveying costs, and title updates, shall be borne by the Owners purchasing such excess Common Area property.

7. ARTICLE VII, Section 1 is amended by deleting the phrase "or planting or landscaping" appearing after the word "structure" in the first sentence, and by deleting the proviso "including without limitation any plantings or landscape" appearing after the word "therein" in the first sentence. The first sentence of this Section 1, as amended, shall read as follows:



NO building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee (referred to from time to time within this Declaration or the By-Laws as "Architectural Control Board") composed of three (3) or more representatives appointed by the Board (hereinafter referred to as the "Architectural Control Committee").

8. ARTICLE X entitled "ADDITIONAL MATTERS DEALING WITH PHASED DEVELOPMENT" is deleted in its entirety.

9. ARTICLE IX is amended by adding a new Section 8 as follows:

Section 8. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

10. The Declaration is further amended by adding a new ARTICLE X entitled "ARTICLE X- LEASING" to follow the current Article IX, which new Article shall read as follows:

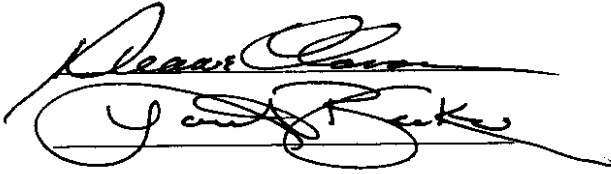
#### ARTICLE X LEASING

Lots may be leased for residential purposes. All leases shall have a minimum term of at least six months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

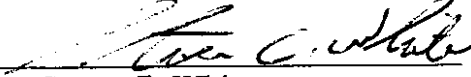
11. All other terms and conditions of the Declaration shall remain in full force and effect unchanged except as amended by this Second Amendment.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its proper officers to be effective as of the day and year first above written.

WITNESSES:



WATERFORD HOMEOWNERS'  
ASSOCIATION, INC.


By:   
Name: Steven E. White  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

**ACKNOWLEDGMENT**

I, Laurie A. Becker, a notary public for South Carolina, do hereby certify that Steven E. White, the President of WATERFORD HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where an official seal is required by law) official seal this 21<sup>st</sup> day of November, 2003.

 (SEAL)

Signature of Notary Public

My Commission Expires: January 26, 2010

NOTARY PUBLIC  
STATE OF SOUTH CAROLINA  
Laurie A. Becker  
My Commission Expires: January 26, 2010

WF  
Covenants

## THIRD AMENDMENT

TO

### DECLARATION OF COVENANTS, RESTRICTIONS EASEMENTS, CHARGES AND LIENS FOR WATERFORD

THIS THIRD AMENDMENT ("THIRD AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996 and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341 at Page 589, the First Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated November 7, 1996 and recorded November 12, 1996 in the Office of the RMC for Richland County in Deed Book D1348 at Page 565 and the Second Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 4, 1997, and recorded September 4, 1997 in the Office of the RMC for Richland County in Deed Book D1405 at Page 354 (collectively the "Declaration"), is made this 28<sup>th</sup> day of July, 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

#### RECITALS

1. The Developer is the owner of the real property described in Schedule "A" of the Declaration, and is developing thereon a Development together with common lands and facilities for the sole use and benefit of the Owner's of the homes to be located in the Development.

2. The Declaration provides in ARTICLE IX, Section 5 that the Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds vote of the membership in the Association.

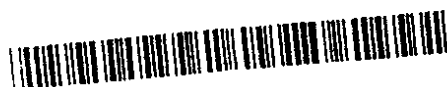
3. The Developer, being the owner of more than two-thirds of the Lots in the Development, and holding more than two-thirds vote of the membership in the Association, desires to Amend the Declaration according to the terms of this THIRD AMENDMENT.

NOW, THEREFORE, the Developer declares that the DECLARATION is amended as hereinafter set forth:

1. Every person or entity who is a record owner of any lot is obligated to membership in the Waterford Homeowners' Association, Inc., ("Association") and entitled to voting rights in such Association. Membership is appurtenant to, and inseparable from, the ownership of a residential lot within the subdivision.

Richland County ROD 07/31/1998 13:05:32:21  
1998047308 John G. Norris  
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

Book 00138-0666  
Declaration of Coven



2. Amendment of the Charter and/or Articles of Incorporation for the Association shall require the approval of at least two-thirds (2/3) vote of the lot owners.

3. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Charter, requires prior approval of FHAVA as long as there is a Class B membership.

4. Every owner has a right and easement of enjoyment to the Common Area, which is appurtenant to the title to the owner's lot.

5. The lien of any assessment is subordinate to the lien of any first mortgage recorded prior to the Association's filing of a Lis Pendens and/or the commencement of any action against the related owner.

6. Mortgagees are not required to collect assessments.

7. Annexation of additional properties, dedication of Common Area, and amendments to the Declaration of Covenants, Restrictions, Easements, Charges and Liens, requires HUDVA prior approval as long as there is a Class B membership.

8. Failure to pay assessment does not constitute a default under an insured mortgage. However, we make no certifications as to the terms of any mortgages held by lenders of the owners of any lot.

9. The Covenants assure lot owners of automatic membership and voting rights in the Association.

10. Each lot owner is empowered to enforce the Covenants.

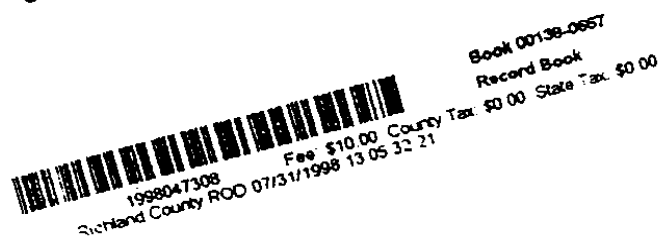
11. The approval of at least two-thirds (2/3) of the lot owners is required to amend the Covenants.

12. The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners (excluding the Developer).

13. No provision in the Covenants shall conflict with or prohibit the HUD requirement that the Common Area shall be conveyed to the Association free and clear of all encumbrances before HUD insures the first mortgage in the PUD.

14. Since the Common Areas are owned by the Association, absolute liability is not imposed on lot owners for damage to such common areas in the subdivision.

15. The Class B membership shall cease and convert to Class A membership upon the earlier of the following:

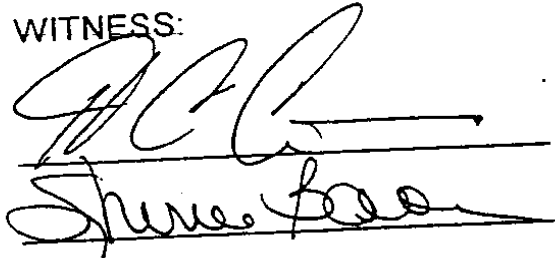


- A. The conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership; or
- B. Ten (10) years after conveyance of the first Lot to a Class A member.

Class B membership shall be reinstated at any time before the expiration of ten (10) years from the date of conveyance of the first Lot if additional lots owned by a Class B Member are annexed into the Association in sufficient numbers to restore a ratio of at least one (1) Class B Lot to each three (3) Class A Lots in the overall area subject to the Association.

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

WITNESS:

  
\_\_\_\_\_

THE MUNGO COMPANY, INC.

By: 

Its: \_\_\_\_\_

V. Pres.



1998047308 Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00  
Richland County R00 07/31/1998 13:05:32.21

Book 00138-0668  
Record Book

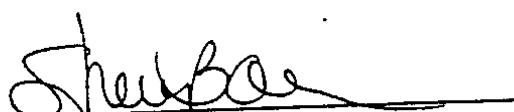
STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
28<sup>th</sup> Day of July, 1998.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 12/18/05

  
Witness



1998047308 Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00  
Richland County ROD 07/31/1998 13:05:32:21

Book 00138-0669  
Record Book

FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR  
WATERFORD  
98.142

THIS FOURTH AMENDMENT ("FOURTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the 17 day of NOVEMBER 1998 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.
2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.
3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.
4. The property to become subject to the said Declaration consists of the following:

Richland County ROD 11/20/1998 15 53 13 99  
1998080128 John G. Norris  
Fee \$10.00 County Tax: \$0.00 State Tax: \$0.00

Book 00237-0112  
Modification of Rest



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 68, 69, 70, 71, 72, 73, 74, 75, 119, 120, 121, 122, 123, 124, 125, 126, and 143 on a plat of WATERFORD PHASE FOUR prepared by Civil Engineering of Columbia dated August 31, 1998, and recorded in the Office of the R.O.D. for Richland County in Record Book 179, at Page 50; 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 is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of M. STEWART MUNGO and STEVEN W. MUNGO dated November \_\_\_\_, 1998, and recorded November \_\_\_\_, 1998 in the Office of the R.O.D. for Richland County in Record Book \_\_\_\_, at page \_\_\_\_.

Developer's Mailing Address: 441 WESTERN LANE

IRMO, SOUTH CAROLINA 29063

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION  
ON WATERFORD PHASE FOUR**

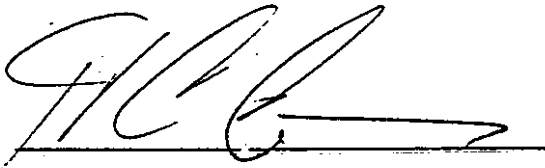
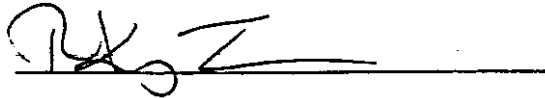
Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589, and the terms of the said



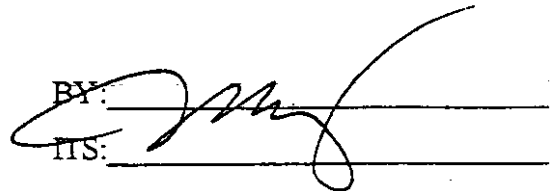
Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this FOURTH AMENDMENT.

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

THE MUNGO COMPANY, INC.

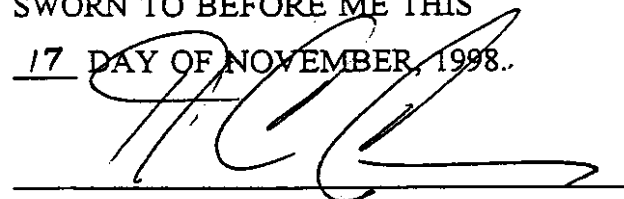
BY:   
ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
17 DAY OF NOVEMBER, 1998.





WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 12/18/05

FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR

WATERFORD

99.87

Book 00305-0523

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

Declaration of Coven



THIS FIFTH AMENDMENT ("FIFTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the 6TH day of MAY, 1999 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

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 110, 112, 113, 114, 115, 116, 117, 118, 140, and 142 on a plat of WATERFORD PHASE FIVE A prepared by Civil Engineering of Columbia dated December 17, 1998, last revised January 29, 1999, and recorded in the Office of the R.O.D. for Richland County in Record Book 297, at Page 2633; 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 is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of M. STEWART MUNGO and STEVEN W. MUNGO dated May 6, 1999, and recorded May 10, 1999 in the Office of the R.O.D. for Richland County in Record Book 305, at page 519.

Developer's Mailing Address: 441 WESTERN LANE  
IRMO, SOUTH CAROLINA 29063

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

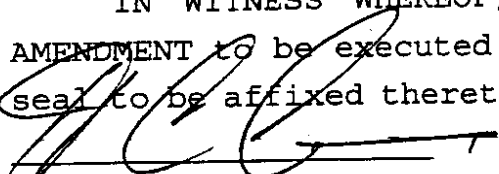
**IMPOSITION OF DECLARATION  
ON WATERFORD PHASE FIVE A**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded

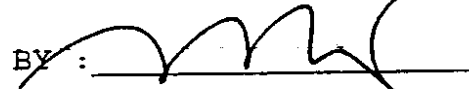
October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this FIFTH AMENDMENT.

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

  
Joe Sanders

THE MUNGO COMPANY, INC.

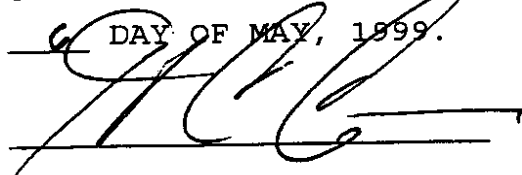
BY :   
ITS: \_\_\_\_\_

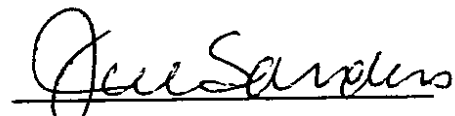
STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

6 DAY OF MAY, 1999.  


  
WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 12/18/05

SIXTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR  
WATERFORD  
99.87

THIS SIXTH AMENDMENT ("SIXTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the            day of AUGUST, 1999 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

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 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 135, 136, 137, 138, and 139 on a plat of WATERFORD PHASE FIVE B prepared by Civil Engineering of Columbia dated August 4, 1999, 1999, and recorded in the Office of the R.O.D. for Richland County in Record Book \_\_\_\_\_, at Page \_\_\_\_\_; 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 is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of M. STEWART MUNGO and STEVEN W. MUNGO dated May 6, 1999, and recorded May 10, 1999 in the Office of the R.O.D. for Richland County in Record Book 305, at page 519.

Developer's Mailing Address: 441 WESTERN LANE  
IRMO, SOUTH CAROLINA 29063

WITNESSETH

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION  
ON WATERFORD PHASE FIVE B**

Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in

Deed Book D1341, at page 589, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this SIXTH AMENDMENT.

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

\_\_\_\_\_  
THE MUNGO COMPANY, INC.

\_\_\_\_\_  
BY : \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF RICHLAND )

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
\_\_\_\_ DAY OF AUGUST, 1999.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES:



2000012215 John G. Norris

Richland County REC

SEVENTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR  
WATERFORD  
00.54

THIS SEVENTH AMENDMENT ("SEVENTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the 16 day of FEBRUARY, 2000 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

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 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 127, 128, 129, 130, 131, 132, 133, and 134 on a plat of WATERFORD PHASE SIX prepared by Civil Engineering of Columbia dated December 15, 1999, 1999, and recorded in the Office of the R.O.D. for Richland County in Record Book 385, at Page 257; 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 is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of M. STEWART MUNGO and STEVEN W. MUNGO dated May 6, 1999, and recorded May 10, 1999 in the Office of the R.O.D. for Richland County in Record Book 305, at page 519.

Developer's Mailing Address: 441 WESTERN LANE  
IRMO, SOUTH CAROLINA 29063

WITNESSETH

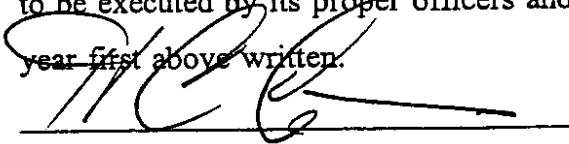
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, for the purpose of protecting the above set out and enumerated lots of land for residential development does hereby:

**IMPOSITION OF DECLARATION  
ON WATERFORD PHASE SIX**

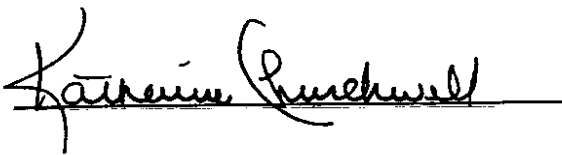
Impose upon said set out and enumerated lots of land the conditions, restrictions, and easements as set forth in that certain DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.


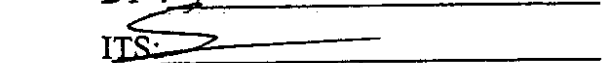
All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this SEVENTH AMENDMENT.

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



THE MUNGO COMPANY, INC.



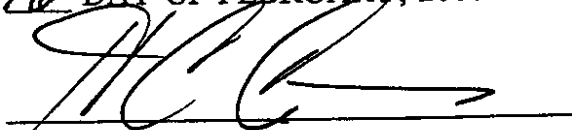
BY:   
ITS: 

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
16 DAY OF FEBRUARY, 2000.



  
WITNESS

NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 12/18/05

EIGHTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, AND LIENS FOR  
WATERFORD  
01.54

THIS EIGHTH AMENDMENT ("EIGHTH AMENDMENT") to the DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in the Office of the RMC for Richland County in Deed Book D1341, at page 589 ("DECLARATION") is made this the 12TH day of SEPTEMBER, 2001 by THE MUNGO COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. The Developer is the fee simple owner of the real property described below, and is developing thereon a subdivision development which is a portion of the development contemplated within the DECLARATION previously filed as described above.

2. Paragraph No. 2 of the recitals of the Declaration referenced above provides that the Developer has or may acquire additional real property which it may desire to develop as additional phases which the Developer may incorporate and bring under the Declaration.

3. The Developer, in accordance with its Declaration, does desire to develop as an additional phase the real property described below, and does desire that the real property described below shall be brought under the terms of the Declaration.

4. The property to become subject to the said Declaration consists of the following:

Deed Book D1341, at page 589, and the terms of the said Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

All other terms and conditions of the DECLARATION shall remain in full force and effect unchanged except as amended by this EIGHTH AMENDMENT.

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

THE MUNGO COMPANY, INC.

\_\_\_\_\_

BY : \_\_\_\_\_

\_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY APPEARED before me the undersigned witness who on oath says that (s)he saw the within named Developer by its duly authorized officer as indicated above, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
12TH DAY OF SEPTEMBER 2001.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
WITNESS

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

DEED TO COMMON AREA FOR  
WATERFORD

KNOW ALL MEN BY THESE PRESENTS that

**THE MUNGO COMPANY, INC.**

in the state aforesaid for and in consideration of the Covenants and Conditions hereinafter contained, the DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR WATERFORD recorded in Richland County Deed Book D1341, at page 589 (and all amendments thereto), and the sum of Five Dollars and no other consideration paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged), the said Grantor has granted, bargained, sold, and released and by these presents does grant, bargain, sell and release unto

**WATERFORD HOMEOWNERS' ASSOCIATION, INC.**

its successors and assigns forever, all those certain pieces, parcels or tracts of land shown on Schedule A attached hereto and incorporated by reference.

**RESERVATION OF UTILITY EASEMENTS**

The COMMON AREAS are conveyed subject all Water, Sewer, Telephone, Cable, Drainage, Utility, and Other Easements as such easements are shown on the subdivision plats referenced in Schedule A, and the Grantor reserves the right to convey such easements to the appropriate governmental regulatory authority, utility company, or homeowners' association with instruments containing such terms as may be required by the governmental regulatory authority, utility company, or homeowners' association.

Book 00656-0076  
2002034359 04/30/2002 13:08:51.72  
Fee: \$11.00 County Tax: \$0.00 State Tax: \$0.00

Deed



#### RESERVATION OF LANDSCAPE EASEMENT

The Grantor reserves for the benefit of itself, its successors and assigns a reasonable easement and right of ingress and egress, over, upon, and across and under the real property described on SCHEDULE "A" below. This "LANDSCAPE EASEMENT" shall be for the purpose, of constructing, operating, maintaining, staking, clearing, excavating, grading, and caring for the "LANDSCAPE EASEMENT" and shall include the right to plant or remove plants, trees, or shrubs as shall be deemed necessary to maintain in an attractive manner the "LANDSCAPE EASEMENT". This "LANDSCAPE EASEMENT" shall also include the right to design, erect, and maintain walls, fences, columns, signs, or other structures appropriate for the purpose of creating an attractive and aesthetic environment which will further assure the integrity and value of the surrounding communities, and the lots and common areas located therein.

Grantee's Mailing Address:

441 WESTERN LANE  
IRMO, SOUTH CAROLINA 29063

This conveyance is made subject, however, to following covenant which shall be deemed to run with the land, and shall be binding upon the Grantee, its successors and assigns:

1. In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the common areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

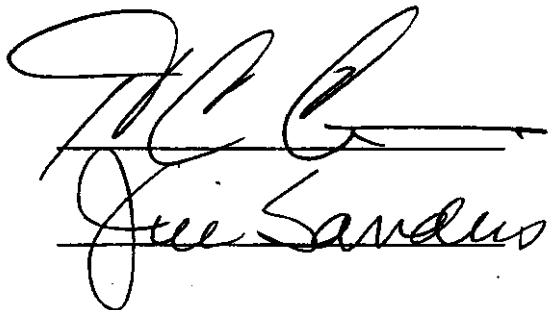
2. In the event of the violation of the covenant above, the Grantor, its successors or assigns, shall have the right, jointly

or severally of abatement and to enforce compliance by injunction or any other appropriate legal action.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, subject to easements and restrictions of record, all and singular the said premises before mentioned unto the said Grantee(s), their heirs, successors, and assigns forever, and the Grantor does hereby bind itself and its successors, executors, and administrators to warrant and forever defend, subject to easements and restrictions of record, all and singular against itself and its successors and assigns, and against any person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF THE MUNGO COMPANY, INC. has caused these presents to be executed in its name by its duly authorized officer as designated below, and its corporate seal to be hereto affixed this 25 day of APRIL, 2002.

  
Julie Sanders

THE MUNGO COMPANY, INC.

BY: 

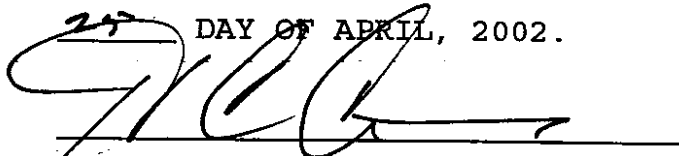
ITS: VP

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

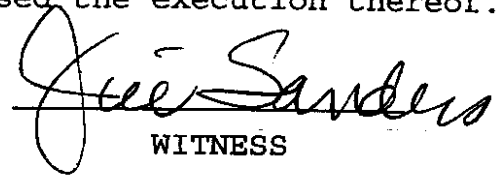
PROBATE

PERSONALLY APPEARED before me, the undersigned witness and made oath that (s)he saw the within named THE MUNGO COMPANY, INC. by its duly authorized officer as designated above, sign, seal and as its act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with the other witness whose name appears above witnessed the execution thereof.

SWORN TO BEFORE ME THIS THE  
24<sup>th</sup> DAY OF APRIL, 2002.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 12/18/05

  
\_\_\_\_\_  
WITNESS



SCHEDULE "A"

All that certain piece, parcel or lot 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 9.47 ACRES on a plat of WATERFORD COMMON AREA prepared by Civil Engineering of Columbia dated October 17, 2001, last revised April 11, 2002; and recorded in the Office of the R.O.D. for Richland County in Record Book \_\_\_\_\_, at Page \_\_\_\_\_; 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 further subject to Declaration of Covenants, Restrictions, Easements Charges, and Liens for Waterford dated September 24, 1996, and recorded October 2, 1996 in Richland County Deed Book D1341, at page 589, as amended.

DERIVATION: Deed to THE MUNGO COMPANY, INC. from M. STEWART MUNGO and STEVEN W. MUNGO dated May 6, 1999, and recorded May 10, 1999 in the Office of the R.O.D. for Richland County in Record Book 305, at page 519.

TMS: Portion of 3206-01-07



PAID

OCT 15 5321774

STATE OF SOUTH CAROLINA)  
COUNTY OF RICHLAND )

DEEDS COMMON AREAS FOR  
WATERFORD

RECORDED  
1974 OCT 15 10:21  
RICHLAND COUNTY, S.C.  
J. L. LUTHER

D 1412 P 0642

KNOW ALL MEN BY THESE PRESENTS that

THE MUNGO COMPANY, INC.

in the state aforesaid for and in consideration of the Covenants and Conditions hereinafter contained, the DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR WATERFORD recorded in Richland County Deed Book D1341, at page 589 (and all amendments thereto), and the sum of Five Dollars and no other consideration paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged), the said Grantor has granted, bargained, sold, and released and by these presents does grant, bargain, sell and release unto

WATERFORD HOMEOWNERS' ASSOCIATION, INC.

its successors and assigns forever, all those certain pieces, parcels or tracts of land shown on Schedule A attached hereto and incorporated by reference.

Grantee's Mailing Address: 441 WESTERN LANE  
IRMO, SOUTH CAROLINA 29063

This conveyance is made subject, however, to following covenant which shall be deemed to run with the land, and shall be binding upon the Grantee, its successors and assigns:

1. In order to preserve and enhance the property values and amenities of the community, the common areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in

01412 P0643

accordance with high standards. The maintenance and repair of the common areas shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except such responsibilities as are accepted by responsible parties, and only for so long as they properly perform.

2. In the event of the violation of the covenant above, the Grantor, its successors or assigns, shall have the right, jointly or severally of abatement and to enforce compliance by injunction or any other appropriate legal action.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in any wise incident or appertaining.


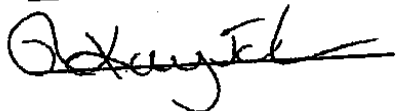
TO HAVE AND TO HOLD, subject to easements and restrictions of record, all and singular the said premises before mentioned unto the said Grantee(s), their heirs, successors, and assigns forever, and the Grantor does hereby bind itself and its successors, executors, and administrators to warrant and forever defend, subject to easements and restrictions of record, all and singular against itself and its successors and assigns, and against any person whomsoever lawfully claiming or to claim the same, or any part thereof.

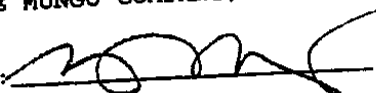

IN WITNESS WHEREOF THE MUNGO COMPANY, INC. has caused these presents to be executed in its name by its duly authorized officer as designated below, and its corporate seal to be hereto affixed this 14 day of OCTOBER, 1997.

THE MUNGO COMPANY, INC.

BY:

ITS:

01412 P0644

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

PERSONALLY APPEARED before me, the undersigned witness and made oath that (s)he saw the within named THE MUNGO COMPANY, INC. by its duly authorized officer as designated above, sign, seal and as its act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with the other witness whose name appears above witnessed the execution thereof.

SWORN TO BEFORE ME THIS THE  
14 DAY OF OCTOBER, 1997.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 12/18/05

[Signature]  
WITNESS

## SCHEDULE "A"

## LOT 42C COMMON AREA WATERFORD PHASES 1 &amp; 2

All that certain piece, parcel or lot 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 Lot 42C COMMON AREA on a plat of WATERFORD PHASES 1 & 2 prepared by Civil Engineering of Columbia dated June 5, 1996, last revised January 15, 1997, and recorded in the Office of the R.M.C. for Richland County in Plat Book 56 Page 7237; 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 conditions, easements, and restrictions of record and those which an inspection of the property would disclose.

This conveyance is made further subject to Declaration of Covenants, Restrictions, Easements Charges, and Liens for Waterford.

This is a portion of the property heretofore conveyed to the Grantor by the following derivation:

SEAY/DANDRIDGE TRACT: This is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of Roy H. Seay, Jr. and Shelly S. Dandridge dated August 25, 1995, and recorded September 1, 1995 in the Office of the RMC for Richland County in Deed Book D1276, at page 815.

## AND ALSO

## LOTS 42A AND 42B WATERFORD PHASE THREE

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 42A and 42B on a plat of WATERFORD PHASE THREE prepared by Civil Engineering of Columbia dated June 5, 1996, and recorded in the Office of the R.M.C. for Richland County in Plat Book 57 Page 149; reference being made to the said plat which is

incorporated herein by reference for a more complete description; all measurements being a little more or less.

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

This conveyance is made further subject to Declaration of Covenants, Restrictions, Easements Charges, and Liens for Waterford.

SEAY/DANDRIDGE TRACT: This is a portion of the property conveyed to THE MUNGO COMPANY, INC. by deed of Roy H. Seay, Jr. and Shelly S. Dandridge dated August 25, 1995, and recorded September 1, 1995 in the Office of the RMC for Richland County in Deed Book D12 at page 815.

LANDER TRACT: This is a portion of the property conveyed to THE MUNGO COMPANY, INC. (formerly Petworth, Inc.) by deed of George Lander recorded March 3, 1988 in the Office of the RMC for Richland County in Deed Book D879, at page 141, and by Deed of Claudia I. Lander dated March 3, 1988 recorded in the Office of the RMC for Richland County in Deed Book D879, at page 138.