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STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )  
RESERVATION OF EASEMENTS AND  
RESTRICTIVE COVENANTS  
RIVEROAKS PHASE III

FILED  
JUL 3 4 37 PM '96  
JOANNE R. TORRES  
LEXINGTON, SOUTH CAROLINA

*For Modification of Restrictions See PB 4982 pg. 283 - lot 8  
For Modification of Restrictions See R.B.: 5895 Pg. 335 - lot 16*

KNOW ALL MEN BY THESE PRESENTS, that LEXINGTON LAND PARTNERS (a South Carolina general partnership - THE NESS COMPANY, INC. as managing general partner) (hereinafter referred to as OWNER) as owner of all the lots shown and delineated on a plat of RIVEROAKS Subdivision - Phase III, prepared by ASSOCIATED ENGINEERS AND SURVEYORS, INC. and recorded in the office of the Register of Mesne Conveyance for Lexington County in Slide 193 at Plat 10, do hereby impose upon the lots as shown on said plat the following conditions and restrictions, to-wit:

1. OWNER hereby reserves unto itself, its successors or assigns, the right to relocate, open or close streets shown on said plat, and to revise, resubdivide and change the size, shape, dimensions and location of lots and streets in said subdivision, and upon such relocation, opening or closing of street, or revision, resubdivision, or changing the size, restrictions, and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots originally shown on said plat prior to such revisions, relocation or change; PROVIDED, HOWEVER, no lot sold prior to such revisions, relocation or change shall be deprived of that portion of the street or streets in the subdivision; PROVIDED FURTHER, that in any resubdivision no lot shall have an area less than the smallest lot now shown on said plat.
2. No lot shall be used except for residential purposes, except as permitted in Item 10. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage which may be attached or separate building for not more than three cars. In the event that a garage is attached to the dwelling, a separate detached accessory building may be erected for recreational or storage purposes under the following conditions:
  - a. Such accessory building shall not exceed five hundred (500) square feet.
  - b. Such accessory building must be located to the rear of the main dwelling.
  - c. All other restrictions and provisions of these covenants shall apply to such accessory building.
3. No dwelling shall be permitted on any lot which costs less than \$100,000.00 excluding lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date

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these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story porches and garages, shall be not less than 2,500 square feet of heated living space for a one-story dwelling, or less than 1,300 square feet of heated living space on the upper floors for a dwelling of more than one story. PROVIDED, HOWEVER, that in calculating the area requirement for the main structure the undersigned OWNER reserves the right to allow one-half of the area contained in open porches, carports or garages toward the total square footage requirements be written agreement with the then owner of the lot.

4. No building shall be erected on any lot without the prior approval of the plans and specifications in writing of the duly authorized officer of OWNER, PROVIDED, HOWEVER, that in the event a building shall be erected without said prior approval, this requirement shall be deemed waived unless OWNER objects to the building within sixty (60) days after notice in writing to OWNER of the beginning of construction.

5. No building shall be erected closer to the street than the minimum building setback line as shown on the plat, or nearer than the setback line as shown on the plat to any side street or road. On all lots, the main body of the buildings shall not be erected closer than ten (10) feet to any side lot line nor shall any carport or porch be erected closer than six (6) feet to the property line of any adjacent lot, nor shall any building be erected or maintained so as to encroach upon any utility or drainage easement; PROVIDED, HOWEVER, OWNER reserves the right to vary either or both the frontage or side setback lines by not more than twenty-five percent (25%) of the distance above required.

6. No front fences or billboard shall be erected or maintained on any lot. No side fence shall be erected on any interior lot closer to the street than the front building line, and on corner lots no fences shall be erected along the side street closer to the intersection than the rear line of the building erected on said lot, nor nearer to the side street than the side street building line shown on said plat. NO fences or sign shall be erect on any lot without prior written approval of the OWNER unless OWNER fails to object within ninety (90) days after notice in writing of the proposed erection of the fence, PROVIDED, FURTHER, that OWNER reserves the right to alter the requirements for location of the fences on corner lots and to require the removal of any sign in the subdivision at any time.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved over the areas shown on said recorded plat and also over the rear twelve (12) feet of all lots on said plat, along ten (10) feet of all side lot lines of lots on said plat, over the front ten (10) feet along the front lot line of each lot on said plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

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of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for those improvements for which a public authority or utility company is responsible.

8. No noxious or offensive activity shall be carried on upon any lot, no animals or other than small domestic pets shall be kept on the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No temporary structure, sheds, outbuildings or garage apartment shall be erected upon any lot, nor shall any house trailers, tents, or other unsightly object be allowed to be maintained on any lot.

10. OWNER reserves the right to permit the use of any of said lots for religious, educational or non-commercial recreational purposes, but no lot shall be so used without the written consent of OWNER, its successors or assigns, which reserves the right to waive the residential restrictions for such uses.

11. Unless changed, as hereinabove set forth, these covenants, restrictions and conditions shall be binding on all parties and all persons claiming under them until July 3, 2016, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.

12. If that parties hereto, any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other costs due to such violations.

13. All property conveyed subject to these easements and covenants is further expressly conveyed subject to items of an encroachment permit granted by South Carolina Pipeline Corporation to Lexington Land Partners dated June 17, 1992, which is recorded in the Lexington County office of the Register of Deeds Conveyance. Grantees hereunder assume all obligations of the Permittee thereunder.

14. Mailboxes, entrance gates, fences, lights and all other streetscapes must conform to the design standard established by OWNER.

15. All trees with a diameter of six (6) inches or more to be

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removed must be marked and approved by OWNER or its nominee. To enhance the quality and harmony of the general area the OWNER or its nominee can deny the removal of any tree which is not located within the perimeter of the house. A tree survey will be required.

16. No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot.

17. No noxious or offensive activity shall be carried out upon said lot.

18. No sign shall be erected on said lot or posted on any building except "For Sale" or "For Rent" or "Sold" signs which shall not exceed two feet by three feet in dimension.

19. No concrete block shall be exposed above grade which is visible on the exterior of any building nor shall any building be constructed of asbestos shingles or like material.

20. All driveway shall be paved from the street to the point where the driveway ends at the dwelling on said lot, to be of concrete or asphalt material of good quality and properly installed, to be done prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner.

21. All camping buses or boats, trailers or camping equipment and similar non-self-propelled vehicles shall be parked or stored in a manner so that they are shielded from view.

22. Satellite dishes or like devices must be approved by the OWNER or its nominee. All exterior television antennas must be approved by OWNER or its nominee. All approved dishes or devices must be approved by OWNER or its nominee. All approved dishes or devices must be located to the rear of the main dwelling.

23. At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. THE LOT OWNER MUST SEE THAT HIS GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.

24. Nothing in these covenants or restrictions shall be constructed as requiring OWNER to bear any expense as to any activity or installation conducted, required or imposed with respect to any land acquired from OWNER. OWNER is expressly under no obligation to provide or install any utilities within any part of the subdivision.

IN WITNESS WHEREOF, OWNER has caused these presents to be

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executed in its name by Dale S. Ness, as President, THE NESS COMPANY, INC. as managing general partner of Lexington Land Partners, this 3 day of July, 1996.

WITNESS:

*Landra Park*  
*Albert J. Doherty*

LEXINGTON LAND PARTNERS

*Dale S. Ness*  
As President, The Ness Company, Inc.

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PROBATE

Personally appeared before me the below signed witness and made oath that s/he saw the above named Dale S. Ness deliver the within named restrictions, and that she with ALBERT J. DOHERTY JR., witnessed the execution thereof.

*Albert J. Doherty Jr.* *Landra Park*  
SWORN TO BEFORE ME THIS 11  
day of July, 1996.  
COMMISSION EXPIRES: 2-5-2002

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08/02/2005 12:06:29:827  
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Lexington County ROD Debra M. Gunter  
RESTRICTION MODIFICATION Wk:Pg 18346:188

STATE OF SOUTH CAROLINA )  
                                  )  
                                  )  
COUNTY OF LEXINGTON     )

**MODIFICATION OF EASEMENTS  
AND RESTRICTIVE COVENANTS  
RIVEROAKS, PHASES I, II, and III**

WHEREAS, River Oaks Homeowners Association of Lexington, hereinafter referred to as "the Association," was created and exists as a non-profit corporation under the laws of the State of South Carolina, pursuant to its powers granted under the By-Laws of the Association, which were adopted at the annual meeting of members of River Oaks subdivision on October 21, 2002.

WHEREAS, in accordance with Paragraph 11 of the Reservation of Easements and Restrictive Covenants Riveroaks Phase I, as amended, recorded July 29, 1992, in Book 2228 at Page 194 in the Register of Deeds Office for Lexington County; Paragraph 11 of the Reservation of Easements and Restrictive Covenants Riveroaks Phase II, as amended, recorded April 20, 1999, in Book 5226 at Page 109 in the Register of Deeds Office for Lexington County; and Paragraph 11 of the Reservation of Easements and Restrictive Covenants Riveroaks Phase III, as amended, recorded July 3, 1996, in Book 3793 at Page 331 in the Register of Deeds Office for Lexington County, it is therefore provided that the existing covenants, restrictions, and conditions shall be binding unless an instrument signed by a majority of the then owners of the lots is recorded agreeing to change said covenants in whole or in part.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that said existing easements and restrictive covenants are HEREBY AMENDED AND MODIFIED by a majority of the current land owners of River Oaks subdivision to affect those property owners acquiring title to any property located within River Oaks subdivision subsequent to the recording of this instrument. All other provisions and conditions of said existing Restrictions shall remain in full force and effect and unchanged. The Modification is as follows:

**ARTICLE I  
DEFINITIONS**

Section 1. DEFINITIONS. The following capitalized words (if applicable) when used in this Modification of Easements and Restrictive Covenants, any Supplement, or any Supplemental Modification (unless the context shall prohibit) shall have the following meaning:

(A) "ARCHITECTURAL REVIEW COMMITTEE/ARCHITECTURAL CONTROL AUTHORITY(IES)" shall be used interchangeable to mean and refer to any appointees of the Board of Directors of the Association, or architectural control boards existing or later appointed by the Board of Directors of the Association.

(B) "ARCHITECTURAL GUIDELINES" shall mean and refer to the set of policies, rules and procedures currently existed and/or amended by the Association or the Architectural Review Committee from time to time, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures within the Community. Failure to publish any Architectural Guidelines shall not diminish the architectural

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

control and review authority of the Architectural Review Committee as set forth in the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable).

(C) "AREA OF COMMON RESPONSIBILITY" shall have the meaning and refer to any Common Area, together with those areas, if any, the Association has established pursuant to the terms of the existing Easements and Restrictive Covenants, as amended, this Modification (if applicable), any subsequent modification or amendment, any Cost Sharing Agreement, or other applicable covenant, contract, or agreement. The location and dimensions of the Area of Common Responsibility may be established, adjusted, or eliminated by the Association by majority of its members.

(D) "AREA OF EXTENDED LOT OWNER RESPONSIBILITY" shall mean and refer to that portion of the road right-of-way, whether owned by the Association, or any applicable governmental entity, extending from the end of the road's curbing (or the end of the pavement itself, if no curbing exists) to the property line of a Lot, the width matching the width of the corresponding Lot. Unless designated as Common Area or unless the Association has assumed Maintenance responsibility for this area as part of its Area of Common Responsibility, each Owner shall be responsible for the maintenance and proper use of their corresponding Area of Extended Lot Owner Responsibility pursuant to the provisions of the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable), including, without limitation, obtaining appropriate governmental approvals that may be required for any and all Structures and landscaping built upon or located in the Area of Extended Lot Owner Responsibility. All remedies available to the Association for the failure of an Owner to properly maintain, use, or construct or locate Structures upon a Lot shall also be available to the Association for the failure of an Owner to properly maintain, use, or construct or locate Structures upon the Area of Extended Lot Owner Responsibility, as provided for in the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable). Said authority of the Association to control the Areas of Extended Lot Owner Responsibility is subordinate to the authority and approval of any property owner or applicable governmental entity possessing rights over or ownership of the Areas of Extended Lot Owner Responsibility.

(E) "ASSESSMENTS" shall have the meaning specified in Article III.

(F) "ASSOCIATION" shall mean and refer to the River Oaks Homeowners Association of Lexington, its successors and assigns, a non-profit corporation existing under the laws of the State of South Carolina.

(G) "BOARD OF DIRECTORS" shall mean and refer to the members of the board of directors of the Association whether elected or appointed.

(H) "BY-LAWS" shall mean and refer to the by-laws of the Association.

(I) "COMMON AREA" shall mean and refer to those areas of land within the Property owned by the Association for the common use and enjoyment of the Owners, including but not limited to, any and all Structures thereon or the fixtures or equipment thereon, entrance signs, lights, sprinklers, shrubs, landscaping, parking places, drainage or other easements used, whether

or not located within the street right-of-ways which have been dedicated to a governmental agency or a Lot. Such areas are intended to be devoted to the common use and enjoyment of Members of the Association, subject to the Regulations established and amended from time to time by the Board of Directors of the Association and are not dedicated for use by the general public. NO REPRESENTATION FROM ANY PARTY OR SALES AGENT, INCLUDING THOSE OF THE ASSOCIATION, OR OTHER ENTITY AS TO THE EXISTENCE OF A COMMON AREA, SIZE, SHAPE, OR COMPOSITION OF ANY COMMON AREA OR ACCESS LOCATION, OTHER THAN THOSE PROVIDED HEREIN OR PROVIDED IN WRITING BY THE ASSOCIATION, SHALL BE RELIED UPON, NOR SHALL IT IN ANY WAY REQUIRE THE ASSOCIATION TO COMPLY WITH THAT REPRESENTATION.

(J) "COMMUNITY" shall mean and refer to the subdivision of the Property.

(K) "DIRECTOR" shall mean and refer to an appointed or elected member of the Board of Directors.

(L) "DWELLING" shall mean and refer to a single family home, if constructed in the Community.

(M) "LOT" shall mean any plot of land with such improvements, Structures, or Dwellings as may be erected thereon, shown on any recorded subdivision map or plat included in the prescribed boundaries of the River Oaks subdivision and such additions thereto as may be brought within the jurisdiction of the Association.

(N) "MEMBER" shall mean and refer to any person or entity that holds membership in the Association by virtue of being an Owner of a Lot in River Oaks subdivision subsequent to the recordation of this instrument or any existing person or entity being an Owner of a Lot in River Oaks subdivision at the time of the recordation of this instruction and who has paid dues as assessed by the Association and is current on the same.

(O) "MODIFICATION" shall mean and refer to this Modification of Easements and Restrictive Covenants, any subsequent amendment or modification thereof.

(P) "OWNER" shall mean and refer to the record owner or owners, whether one (1) or more persons or entities, of the fee simple title to any of the Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title to the Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

(Q) "PLANS" shall mean and refer to and encompass the plans, specifications, elevations and exterior designs of any Structure built or to be built on any Lot, or Common Area, or of any other item so designated in the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created Architectural Guidelines, as well as a site plan showing building set backs and locations of all Structures or other items so designated in the existing Easements and Restrictive Covenants, as amended, and this Modification (if



applicable) or any subsequently created Architectural Guidelines within the Lot or Common Area.

(R) "PROPERTY" shall mean and refer to all property, including but not limited to, the Lots, streets or road right-of-ways, and Common Area, subjected to the existing Easements and Restrictive Covenants, as amended, and this Modification, which are described in the previously recorded plats of River Oaks, Phases I (Plat Book 251 at Page 192), II (Plat Book 472 at Page 2), and III (Slide 193 at Plat 10) or any subsequent recorded plats of River Oaks subdivision, together with any additional land that may be developed pursuant hereto and annexed or incorporated in the Property by amendments or supplemental modifications.

(S) "REGULATIONS" shall mean and refer to the guidelines, rules, policies, regulations, and procedures, including but not limited to, the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created Architectural Guidelines, adopted by the Board of Directors.

(T) "STRUCTURE" shall mean and refer to any thing or object upon any portion of the Property including by way of illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, siding doors, fixtures, equipment, and appliances (including without limitation the heating and air-conditioning system for the Dwelling), furniture, glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, screens or glass-enclosed porches, balconies, decks, chutes, flues, ducts, conduits, wires, pipes, plumbing, and other like apparatus, playgrounds, playground equipment, tree houses and yard art, statuary, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, walkways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, yard, lawn, landscaping, trees, shrubs, bushes, grass, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any portion of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any portion of the Property; and any change in the grade of any portion of the Property of more than six (6) inches.

**ARTICLE II  
MEMBERSHIP IN THE ASSOCIATION**

**MEMBERSHIP.** It is mandatory that every person or entity who is an Owner of any Lot subsequent to the recordation of this instrument shall be a Member of the Association. Membership shall be mandatory to and may not be separated from ownership of any Lot. Also, any existing person or entity being an Owner of a Lot at the time of the recordation of this instruction and who has paid dues as assessed by the Association and is current on the same shall also be and remain a Member of the Association.

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ARTICLE III  
ASSESSMENTS**

**Section 1. ASSESSMENTS**

(a) Each and every Owner of any Lot or Lots within the Property, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association the Assessments, and the Association's collection fees, attorney fees and court costs incurred in collecting the Assessments.

(b) Assessments, together with such interest thereon, and other costs of collection, including the Association collection fees, attorney fees and court costs shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such Assessments are levied. Owners of any Lot shall share in the obligation of any other Owner of that Lot and shall be jointly and severally liable for any Assessments, the cost of collection, attorney fees and court costs that are attributable to that Lot. In the event an Owner holds title to multiple Lots in the Community, including, without limitation, bulklers, the Association's continuing lien shall be treated as one all-encompassing lien over all the Lots of that Owner for purposes of the remedies set forth in Article IV of this Amendment.

(c) The Association shall, upon demand, furnish to any Owner or attorney representing the prospective purchaser of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid. At all times the Association's records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced.

(d) This Article shall not be amended to eliminate or substantially impair the obligation to fix the Assessments at an amount sufficient to properly operate the Association, maintain and operate the Common Area and perform the maintenance required by the Association under this Declaration without the written consent of the Board of Directors.

(e) The Assessment shall be four (4) types: (1) Regular Assessments; (2) Assessments for non-compliance with the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created, the By-Laws of the Association, and the Regulations when established and/or amended from time to time, as described in Section 3 below; (3) Assessments for Capital Improvements as described in Section 4 below; and (4) Assessments for Budgetary Shortfall as described in Section 5 below. Such Assessments to be fixed or established, and collected from time to time as herein after provided. (See Section IV for Remedies of the Association for Violation.)

**Section 2. REGULAR ASSESSMENTS.**

(a) The Regular Assessments levied by the Association shall be used exclusively for the purposes of the general operation of the Association, reserves and the promotion of the health, safety, and welfare of the residents of the Community, and in particular for the improvement and

maintenance of the Common Area and Area of Common Responsibility, including but not limited to, the payment of mortgages, taxes and insurance thereon, repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, Treasurer fees, and supervision thereof, the cost of lawn and landscaping maintenance, and refuse collection; reserves for the replacement of the Association property and improvements to the Common Area; and all other obligations or debts incurred by the Association.

(b) The Board of Directors of the Association shall at all times fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as set forth herein and shall be assessed against all Lots at the time of the Assessment. The Board of Directors shall once each year create a budget and fix the date of commencement, the size and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot, and shall, at that time, prepare a roster of the Owners and the Assessments applicable thereto. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. If the Board of Directors fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. A copy of the budget or any amended budget and written notice of the Regular Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Regular Assessment.

(c) The Board of Directors shall have the right to adjust the amount and installment schedule of the Regular Assessment without Membership approval for the purpose of meeting the budgetary obligations of the Association and in times of an unexpected cash flow shortfall. The Board of Directors may, at its sole discretion, set estimated Regular Assessments until the Regular Assessment is set and the budget completed, or may delay the billing of Regular Assessments until the budget is complete and then bill the Owners for the Regular Assessment for the entire budget period.

Section 3. ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, their guests or invitees fail to comply with any of the provisions of the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or an subsequently created, the By-Laws of the Association, the Architectural Guidelines and Regulations established and amended from time to time by the Board of Directors, relating to any portion of the Community, including, without limitation, violations occurring on Lots, Areas of Extended Lot Owner Responsibility, Common Area, and streets, the Board of Directors may issue Assessments against the responsible Lot Owner(s) in amounts as it determines in its sole discretion, which shall be an Assessment for Non-Compliance and which are a lien on the Lot or Lots of that Owner(s). (See Article IV, Section II for Remedies of the Association.)

Section 4. ASSESSMENTS FOR CAPITAL REPAIR OR IMPROVEMENTS. In addition to the Regular Assessments, the Association may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots) for the purpose of defraying, in whole or in part, the cost of any construction, or any reconstruction, unexpected repair or replacement of a

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capital improvement upon the Common Area or Area of Common Responsibility, including the necessary fixtures, equipment and personal property relating thereto; provided that such Assessment shall have the assent of more than fifty (50%) percent of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting; provided, however, these periods for notice may be shorter as necessary to obtain funds for emergency repairs to the Structures on the Common Area. Subject to the provisions of Section 2, the due date or due dates of any installment of any such Assessment shall be fixed in the resolution authorizing such Assessment.

Section 5. ASSESSMENTS FOR BUDGETARY SHORTFALL. In addition to the Regular Assessment, the Board of Directors may, at its option, draw from the appropriate reserve funding or working capital funds or may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots), subject to the provisions of Section 2, applicable to that period only, to cover any unexpected shortfall in the cash flow of the Association. Said Assessment shall not require the approval of the Membership.

Section 6. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first lien, mortgage or deed of trust recorded prior to the recording of the Notice of Lien by the Association in the Office of the Register of Deeds for the County in which the Lot is located. Sale or transfer of any Lot shall not affect the liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first lien, mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of Assessments under the Notice of Lien when recorded prior to such mortgage as to the payment thereof which becomes due prior to such sale or transfer but shall not relieve any Owner in possession of a Lot prior to such foreclosure sale or deed of trust from any personal obligation defined herein for the payment of Assessments. No such sale or transfer shall relieve such Owner from liability for any Assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any subsequent first lien, mortgage or deed of trust, except for liens for Assessment due from subsequent Owners of the Lot if the Notice of Lien is recorded prior to the subsequent first lien mortgage.

Section 7. EXEMPT PROPERTY. The following properties subject to this Declaration shall be exempt from the dues, Assessments, charges, and liens created herein: (a) All Common Area, as defined in Article I, Section 1 hereof and (b) streets and road rights-of-way. Notwithstanding any provision or requirement herein, no Lots shall be exempt from said liens.

**ARTICLE IV  
REMEDIES**

Section 1. REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the highest rate allowed by law, whichever is higher. Said interest shall be charged at the discretion of the Association's Board of Directors. In addition, the Board of Directors of the Association shall have the right to charge an Association collection fee or late charge on any

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Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

Assessment or installment thereof which shall not have been paid by its due date. In the event that the Board of Directors of the Association chooses an installment schedule for the method of payment for an Assessment or as a method of allowing an Owner to pay past due Assessments, and in the event that any installment is delinquent, the Board of Directors of the Association shall have the right to accelerate and immediately make due all or part of the Assessment due from that Owner of that Lot for that budgeted period. The Board of Directors of the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages on Time Shares or for the foreclosure of mortgages by judicial proceedings, and may seek a deficiency judgment, and interest, court costs, all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. No disagreement on the part of any Owner with respect to the budget; the amount or installment schedule for any Assessment; any change to the amount or installment schedule for the Assessment; the Regulations established or amended by the Board of Directors of the Association; the actions or lack of action on the part of the or the Association; the purpose for any Assessment for Capital Repair or Improvements; or the amount or purpose of any Assessment for Budgetary Shortfall shall be reason for any Owner to fail to pay any Assessment at the time that it is due. Also, the Board of the Association may at any time notify the holders of mortgages of the Lot of the failure of the Owner to pay Assessments or any other violation of the Declaration.

Section 2. ADDITIONAL REMEDIES.

(a) Enforcement of the existing Easements and Restrictive Covenants, as amended, and this Modification or any subsequently created, By-Laws of the Association, and the Regulations (if created) in addition to any other remedy set out herein, may be carried out by the Association, or the Owner through any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, By-Laws, or Regulations established by the Association either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Association, or any Owner to enforce any covenant or restriction herein contained or contained in the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created or By-Laws or to enforce any of the Regulations (if created) shall in no event be deemed a waiver of a right to do so thereafter. In addition to the foregoing, the Board of Directors of the Association shall have the right wherever there shall have been built on any Lot or Area of Extended Lot Owner Responsibility any Structure which is in violation of the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created, Architectural Guidelines or Regulations (if created) to enter upon the Lot or Area of Extended Lot Owner Responsibility where such violation exists and summarily abate or remove the same at the expense of the Owner, including without limitation the right to cease current construction and enjoin further construction, if after written notice of such violation, it shall not have been corrected by the Owner within the time required by the notice of violation. Any such entry and abatement or removal shall not be deemed a trespass.

(b) All costs incurred by the Association as a result of any violation(s) of any provision of the existing Easements and Restrictive Covenants, as amended, and this Modification (if applicable) or any subsequently created, the Architectural Guidelines (if created), or the Regulations, including without limitation all costs of collection and attorney's fees, shall be a lien upon the affected property and a personal obligation of the applicable Owner.

IN WITNESS THEREOF, a majority of the Owners in River Oaks subdivision as of July 22, 2005 (the date of final execution of this Modification), have caused this instrument to be executed by their signatures affixed, dated, and properly witnessed and acknowledged below.

PROPERTY OWNERS' SIGNATURES ATTACHED HERETO.

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]

Walter H. Plunk

Harry A. Pearce  
Property Owner Harry Allan Pearce

[Signature]  
Property Owner Heather W. Pearce

160 Misty Oaks Place  
Property Address

TMS 003522-43-032 Lot 14 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF February, 2005.

Walter H. Plunk

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Wm G. Proff

Taj L. Shiban  
Property Owner Taj L. Shiban

Sonya Giffin

Sonya Giffin  
Property Owner SONYA GIFFIN

137 Misty Oaks Place  
Property Address

Tms 003522-03-026 Lot 8 PHIII  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5th  
DAY OF February, 2005.

Wm G. Proff

Debra M. Gunter  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon



WITNESS:

*[Signature]*

*William D. Pugh*

*Kim H. Parnell*  
Property Owner *Kim H. Parnell I*

*Malcolm C. Parnell Jr.*  
Property Owner *Malcolm C. Parnell Jr.*

*113 Misty Oaks Place*  
Property Address

*TMS 003522-03-022 Lot 4 PH III*  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS *5<sup>th</sup>*  
DAY OF *February*, 200*5*.

*William D. Pugh*

*[Signature]*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: *2/15/2012*

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

William G. Debra

Todd Stamps  
Property Owner

Elizabeth Stamps

Elizabeth Stamps  
Property Owner

122 Misty Oak S  
Property Address

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

Tms 003522-02-002 Lot 24 and 9  
TMS# and Lot Number  
portion of the property shown as Lexington  
Land Partners, River Oaks Future Development  
PH I

PERSONALLY APPEARED before the below described witness, who being duly sworn,  
deposes and says that s/he saw the within-named declarant execute and deliver the foregoing  
modification of restrictions and that s/he with the below signed Notary Public witnessed the  
execution thereof.

SWORN TO BEFORE ME THIS 5th  
DAY OF February, 2005.

William G. Debra

Elizabeth Stamps  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]

[Signature]

[Signature]  
Property Owner BRAD MEREDITH

[Signature] Melisa A. Meredith  
Property Owner

229 Misty Oaks Court  
Property Address

TMS 003522-03-006 Lot 10 PH I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF February, 2005.

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
[Signature]

James M. Thomas  
Property Owner James M. Thomas  
Christie P. Thomas  
Property Owner Christie P. Thomas

220 Misty Oak Ct  
Property Address

TMS 003522-03-015 LOT 19 PH.I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5th  
DAY OF February, 2005

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
W. J. [Signature]

[Signature]  
Property Owner  
PAUL E. HAHN  
V. Alida Teweck Hahn  
Property Owner

107 Misty Oaks Pl  
Property Address

Tms 003522-03-021 Lot 3 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF February, 2005.

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
[Signature]

[Signature] Elbert L. Young III  
Property Owner

[Signature] Brenda C. Young  
Property Owner

101 MISTY OAKS PL  
Property Address

Tms 003522-03-020 Lot 2 PH III.  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF February, 2005.

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
William H. Hantz

[Signature] Krotte Chandler  
Property Owner  
[Signature]  
Property Owner  
G. Thomas Chandler  
105 Misty Oaks Ct.  
Property Address

TMS 003522-01-002 Lot 2 PH I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 10<sup>th</sup>  
DAY OF February, 2005.

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

*[Signature]*  
*[Signature]*

*Laine Dunbar*  
Property Owner LATINEDUNBAR

N/A  
Property Owner

112 Misty Oaks Place  
Property Address

Tms 003522-03-040 Lot 22 P#111  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13<sup>th</sup>  
DAY OF February, 2005.

*[Signature]*

*[Signature]*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon



WITNESS:

*[Signature]*  
*[Signature]*

*Gary D. Kendrick*  
Property Owner Gary D. Kendrick

*Betty B. Kendrick*  
Property Owner Betty B. Kendrick

*118 Misty Oaks Place*  
Property Address

*TMS 003522-03-039 Lot 21 PH III*  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS *13th*  
DAY OF *February*, 200*5*.

*[Signature]*

*[Signature]*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: *2/15/2012*

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

*[Signature]*  
*Wm. Phyllis A.*

*Lillie E. Bates*  
Property Owner Lillie E. Bates  
*Raymond L. Bates*  
Property Owner RAYMOND L. BATES

130 Misty Oaks Place  
Property Address

TMS 003522-03-037 Lot 19 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13<sup>th</sup>  
DAY OF February, 2005.

*Wm. Phyllis A.*

*[Signature]*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

*[Handwritten signature]*  
*[Handwritten signature]*

*Valli B. Johnson* Valli B. Johnson  
Property Owner

*A. B. Johnson*  
Property Owner  
Austin B. Johnson

*225 Misty Oaks Court*  
Property Address

*TMS 003322-03-005 Lot 9 Ph. I*  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS *13th*  
DAY OF *March*, 200*5*.

*[Handwritten signature]*

*[Handwritten signature]*  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: *2/15/2012*

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
Walter Phillips Jr.

[Signature]  
Property Owner George F. Whittier  
[Signature]  
Property Owner Carla Whittier

106 Misty Oaks Place  
Property Address

TMS 003522-03-041 Lot 23 Ph. III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13th  
DAY OF March, 2005.

Walter Phillips Jr.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 7/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
William H. Post

[Signature]  
Property Owner Richard S. Maxwell  
[Signature]  
Property Owner Rachel Maxwell

232 Misty Oaks Ct.  
Property Address

TMS 013522-03-013 Lot 17 PH I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 5<sup>th</sup>  
DAY OF February, 2005.

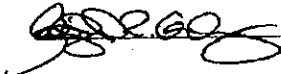
[Signature]


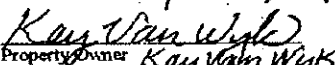
[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

  
Walter H. Phlips

  
Property Owner Lyle Van Wyk  
  
Property Owner Kay Van Wyk

201 Misty Oaks Ct.  
Property Address

TMS 003522-03-001 Lot 5 Ph. I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 11<sup>th</sup>  
DAY OF June, 2005.

Walter H. Phlips

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
[Signature]

[Signature]  
Property Owner  
Lawrence David Blankenbecker  
[Signature]  
Property Owner  
Kimberly S. Blankenbecker  
119 Misty Oaks Place  
Property Address

TMS 003522-03-023 Lot 5 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 17<sup>th</sup>  
DAY OF March, 2005

[Signature]

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Em Moudah Stacey

Reginald P. Corley  
Property Owner

Stacy Creech

Horthee S. Corley  
Property Owner

120 Oaks Court  
Property Address

TMS 003500-05-0127 Lot 6, Ph. II  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 14th  
DAY OF July, 2005.

Stacy Creech

Em Moudah Stacey  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 11/27/06

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon



WITNESS:

Mike Spadlin

Herby

Martha G. Powers  
Property Owner MARtha G. Powers

Cecil L. Powers Jr  
Property Owner Cecil L. Powers Jr

204 Misty Oaks Ct  
Property Address

TMS 003522-01-001 Lot 1 Ph I  
TMS 003522-03-019 Lot 23 Ph I  
TMS# and Lot Number  
2 LOTS

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004.

Robert A. Colley

Robert A. Colley  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

Martha G. Powers & Cecil L. Powers, Jr. personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

R.P. Corley  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Manda G. Powers

Debra M. Gunter

[Signature]  
Property Owner Raymond C. Addy

[Signature]  
Property Owner Christie E. Addy

124 Oaks Ct.  
Property Address

TMS 003500-05-128 Lot 7 PH II

TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004

Nathan L. Cooley

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

Waymond C. Addy & Christie C. Addy personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Thomas Harley J

Gemma P. Spreadlin

William F. Barkley Jr  
Property Owner William F. Barkley Jr.

Linda J. Barkley  
Property Owner Linda J. Barkley

136 misty oaks Place  
Property Address

TMS 003522-03-026 Lot 18 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004.

Heather L. Cooley

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Added by Christopher J. Harmon

**ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

William T. Barkley, Jr. & Linda J. Barkley personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Linda J. Parkley

William J. Parkley

John F. Wannamaker  
Property Owner John F. Wannamaker

Constance Z. Wannamaker  
Property Owner Constance Z. Wannamaker

142 Misty Oaks Place  
Property Address

Tms 003522-03-035 Lot 17 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 15<sup>th</sup>  
DAY OF October, 200 4.

Heather L. Colley

R. D. G. G.  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

John F. Wannamaker & Catherine Z. Wannamaker personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon



WITNESS:

[Signature]  
Debra M. Gunter

[Signature]  
Property Owner James C. Cantrell

[Signature]  
Property Owner Rhonda F. Cantrell

212 Misty Oaks Ct.  
Property Address

Tms 003522-03-017 Lot 21 PH I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004.

[Signature]  
Heather L. Cooney

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

James C. Cantrell & Rhonda F. Cantrell personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Manda S. Powers

Ben Long

William H. Phillips

Property Owner

William H. Phillips

Property Owner

244 Misty Oaks Ct

Property Address

Tms 003522-03-011 Lot 15 P.H.I.  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004

Heather S. Cooley

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ACKNOWLEDGEMENT**

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

William H. Phillips personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]

Mike Spradlin  
Property Owner Mike Spradlin

Linda J. Spradlin

Jeannine P. Spradlin  
Property Owner Jeannine P. Spradlin

161 MISTY OAKS PLACE  
Property Address

Tms 003522-03-030 Lot 12 PH III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004

Debra M. Gunter

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

**ACKNOWLEDGEMENT**

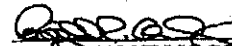
STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

Mike Spredlin & Jeannine P. Spredlin personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

Walter P. Phaff  
Walter L. Cooley

Dawn Hartwig  
Property Owner  
Thomas Hartwig  
Property Owner  
Thomas Hartwig  
211 Misty Oaks Court  
Property Address

Tms 002522-03-008 Lot 7 4th I  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18th  
DAY OF October, 2004.

Walter L. Cooley

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

Dawn Hartwig & Thomas Hartwig personally appeared before me, this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18<sup>th</sup> day of October, 2004.

SWORN TO ME BEFORE THIS 18<sup>th</sup>  
DAY OF October, 2004.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon



WITNESS:

Martha H. Powers

Micki Sorellis

[Signature]  
Property Owner James Blevins

[Signature]  
Property Owner David B. Blevins

112 Oaks Court  
Property Address

Tms 003500-05-125 Lot 4 PH II  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 18<sup>th</sup>  
DAY OF October, 2004.

Martha L. Cooley

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

\* Acknowledgement on Next Page

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

I Reginald P. Corley as Notary Public do hereby certify that

James Blevins & Dawida B. Blevins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this the 18th day of October, 2004.

SWORN TO ME BEFORE THIS 18th  
DAY OF October, 2004.

Reginald P. Corley  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/15/2012

Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

WITNESS:

[Signature]  
[Signature]

[Signature] Sandra M. Smith  
Property Owner

[Signature] Brenda L. Smith  
Property Owner

124 Misty Oaks Pl.  
Property Address

TMS 003522-03-038 Lot 20, Ph. III  
TMS# and Lot Number

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

PERSONALLY APPEARED before the below described witness, who being duly sworn, deposes and says that s/he saw the within-named declarant execute and deliver the foregoing modification of restrictions and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 13<sup>th</sup>  
DAY OF July, 2005.

[Signature]

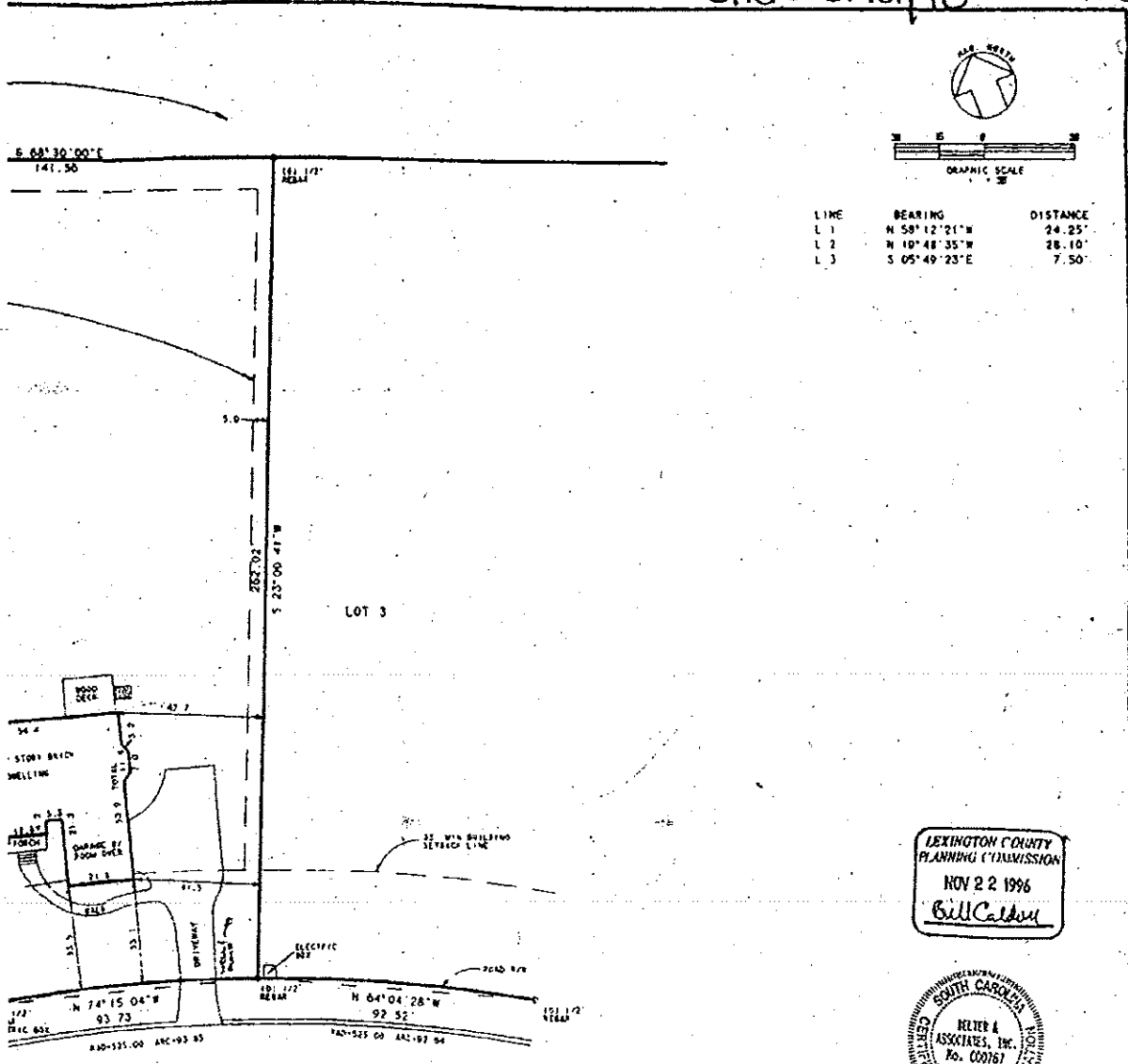
[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 7/15/2012

04 August 2005  
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Lexington County ROD Debra M. Gunter

Audited by Christopher J. Harmon

Slide 242/10



LEXINGTON COUNTY  
PLANNING COMMISSION  
NOV 22 1996  
Bill Caldwell

SOUTH CAROLINA  
REGISTERED PROFESSIONAL SURVEYORS  
BELTER & ASSOCIATES, INC.  
No. 000761  
STATE OF SOUTH CAROLINA

MISTY OAKS PLACE 50' R/W

DATE 11-14-96	PLAT PREPARED FOR	CITY NEAR LEXINGTON, S C
LOT AREA 94,106 SF ± 16 ACRES	COUNTY LEXINGTON	
<b>ELBERT L. YOUNG, III &amp; BRENDA C. YOUNG</b>		
SHOWN AS LOT 2 BLOCK 05 ON A PLAT OF RIVER OAKS PHASE III		
BY ASSOCIATED ENGINEERS & SURVEYORS, INC. DATED 05-13-96 REVISED AND RECORDED IN THE OFFICE OF BMC FOR LEXINGTON COUNTY IN PLAT S.C. DE 193 PLAT 19		
ADDITIONAL REF.		
THIS 03500 BLOCK 05 LOT 063	C A 520-FN	P. 1 P. 1 MAP # 430128 - D137 F DATED 07-17-95
EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO PERFECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; DEED-SPECIFIC COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MIGHT DISCLOSE.	THE UNDERSIGNED STATES THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF THE LOCATION OF THE SUBJECT PROPERTY HAS BEEN CHECKED AGAINST FIRM 7 FEMA MAPS OR OTHER FLOOD DATA AND FIRM-BASED FLOOD (1:5 HAZ) OR PROPERTY (1:5 HAZ) LOCATED IN A SPECIAL FLOOD HAZARD AREA.	I HEREBY STATE THE SURVEY AS SHOWN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF MINIMUM STANDARDS FOR LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS A PROFESSIONAL SURVEY.
ONLY THE LISTED DOCUMENTS SHOWN HEREON WERE CONSIDERED AS A PART OF THIS SURVEY.	THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND VISIBLE STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES, STRAIGHTS, AND/OR EASEMENTS MAY VARY FROM LOCATIONS SHOWN HEREON UNLESS DESIGNATED WITH BEARINGS & DISTANCES.	HELVIN J. BELTER P.L.S. #3777
BELTER & ASSOCIATES, INC.	PROFESSIONAL LAND SURVEYORS	144 FRIARSGATE BOULEVARD 1820 SOUTH CAROLINA 29055

47876

plat 10

