



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Norich, LLC,)
)
Grantor,)
)
to)
)
John Doe,)
)
Grantee.)

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF**

**THE VIEW
THE VIEW SUBDIVISION PHASE IIA
THE VIEW SUBDIVISION PHASE IIB**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESRICTIONS AND EASMENTS OF THE VIEW, THE VIEW SUBDIVISION PHASE IIA, AND THE VIEW SUBDIVISION PHASE IIB (the "*Amendment*") is made this _____ day of September 2017, by Norich, LLC.

WITNESSETH:

WHEREAS, Norich, LLC recorded a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW dated January 20, 2011, with the Office of the Register of Deeds for Richland County, South Carolina on January 20, 2011 in Book 1660 at page 3256 ("*The View Subdivision Phase I Declaration*"); and

WHEREAS, Norich, LLC recorded a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIA dated April 26, 2012, with the Office of the Register of Deeds for Richland County, South Carolina on April 26, 2012, in Book 1760 at page 1620 ("*The View Subdivision Phase IIA Declaration*"); and

WHEREAS, Norich, LLC recorded a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIB dated May 24, 2013, with the Office of the Register of Deeds for Richland County, South Carolina on May 24, 2014 in Book 1863 at page 1291 ("*The View Subdivision Phase IIB Declaration*"); and

WHEREAS, Norich, LLC is the Declarant under the terms The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration; and

WHEREAS, Norich, LLC, as the Declarant, reserved unto itself the right to amend The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration, as set forth in Article XI of The View Subdivision Phase

I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration; and

WHEREAS, it was the intent of the Declarant and Grantor, Norich, LLC, to create a singular residential subdivision or community, consisting of multiple phases of development; and

WHEREAS, The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration each provide for the establishment of a Property Owners Association and define the "Association" as "Norich, LLC, a South Carolina non-profit corporation, its successors and assigns." The intent of the Declarant and Grantor, Norich, LLC, was to create one Property Owners Association to govern all phases of development, which encompasses all properties included in and encumbered by The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration (hereinafter "*The Unified The View Subdivision*"), rather than three separate Property Owners' Associations under each of the three declarations. The formation and the establishment of one Property Owners Association for the entire The Unified The View Subdivision will be more efficient and beneficial to the property owners in each phase of development; and

WHEREAS, one of the purposes of this Amendment is to clarify the intent of the Grantor and Declarant, Norich, LLC, that all phases of The Unified The View Subdivision, including all properties included in and encumbered by The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration, shall be governed by one Property Owners Association; and

WHEREAS, Norich, LLC, did not intend to be the Property Owners Association for The Unified The View Subdivision and desires to establish a nonprofit corporation to function as the Property Owners Association, and desires to change the name of the Property Owners Association to such nonprofit corporation, which shall be "The View Subdivision Property Owners Association, Inc.;" and

WHEREAS, the Declarant and Grantor, Norich, LLC, did not intend that the entity identified as "The View Homeowner's Association, LLC" be the Property Owners Association for The Unified The View Subdivision, or any part thereof, and desires that any records, property, money, or other financial accounts held by "The View Homeowner's Association, LLC" for the benefit of The Unified View Subdivision, or any part thereof, including the residents thereof, be transferred to The View Subdivision Property Owners Association, Inc., as the duly constituted Property Owners Association for The Unified The View Subdivision, as set forth herein; and

WHEREAS, the Declarant and Grantor, Norich, LLC, seeks to clarify and amend the requirements for amendment of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration; and

WHEREAS, the Declarant and Grantor, Norich, LLC, seeks to amend the assessment provisions and the enforcement provisions of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration; and

WHEREAS, Declarant and Grantor, Norich, LLC, seeks to terminate and end the Declarant Control Period under The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and the View Subdivision Phase IIB Declaration upon the recording of this Amendment; and

WHEREAS, Declarant and Grantor, Norich, LLC, seeks to assign its Declarant rights under The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and the View Subdivision Phase IIB Declaration upon termination of the Declarant Control Period; and

NOW, THEREFORE, Norich, LLC declares that The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration are amended as follows:

1. **Article I, Section 1.2 of each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:**

1.2 “Association” means The View Subdivision Property Owners Association, Inc., a South Carolina nonprofit corporation, and its successors and assigns.

2. **Article I of The View Subdivision Phase I Declaration is amended to add the following new definitions:**

1.16 “The View Subdivision Phase IIA Declaration” means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIA dated April 26, 2012, recorded with the Office of the Register of Deeds for Richland County, South Carolina on April 26, 2012, in Book 1760 at page 1620, as amended.

1.17 “The View Subdivision Phase IIB Declaration” means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIB dated May 24, 2013, recorded with the Office of the Register of Deeds for Richland County, South Carolina on May 24, 2014 in Book 1863 at page 1291, as amended.

1.18 “The Unified The View Subdivision” collectively means:

- a. The Property subject to this Declaration as more particularly described in Exhibit “A” attached hereto;
- b. The property subject to The View Subdivision Phase IIA Declaration, as more particularly described in the Exhibit “A” attached thereto; and
- c. The property subject to The View Subdivision Phase IIB Declaration, as more particularly described in the Exhibit “A” attached thereto.

- 1.19 “The Unified The View Subdivision Owners” collectively means:
- a. Every Owner under the terms of this Declaration;
 - b. Every “Owner” under the terms of The View Subdivision Phase IIA Declaration; and
 - c. Every “Owner” under the terms of The View Subdivision Phase IIB Declaration.

- 1.20 “The Unified The View Subdivision Lots” collectively means:
- a. Every Lot under the terms of this Declaration;
 - b. Every “Lot” under the terms of The View Subdivision Phase IIA Declaration; and
 - c. Every “Lot” under the terms of The View Subdivision Phase IIB Declaration.

3. Article I of The View Subdivision Phase IIA Declaration is amended to add the following new definitions:

1.16 “The View Subdivision Phase I Declaration” means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW dated January 20, 2011, recorded with the Office of the Register of Deeds for Richland County, South Carolina on January 20, 2011, in Book 1660 at page 3256, as amended.

1.17 “The View Subdivision Phase IIB Declaration” means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIB dated May 24, 2013, recorded with the Office of the Register of Deeds for Richland County, South Carolina on May 24, 2014 in Book 1863 at page 1291, as amended.

- 1.18 “The Unified The View Subdivision” collectively means:
- d. The Property subject to this Declaration as more particularly described in Exhibit “A” attached hereto;
 - e. The property subject to The View Subdivision Phase I Declaration, as more particularly described in the Exhibit “A” attached thereto; and
 - f. The property subject to The View Subdivision Phase IIB Declaration, as more particularly described in the Exhibit “A” attached thereto.

- 1.19 “The Unified The View Subdivision Owners” collectively means:
- d. Every Owner under the terms of this Declaration;
 - e. Every “Owner” under the terms of The View Subdivision Phase I Declaration; and
 - f. Every “Owner” under the terms of The View Subdivision Phase IIB Declaration.

1.20 "The Unified The View Subdivision Lots" collectively means:

- a. Every Lot under the terms of this Declaration;
- b. Every "Lot" under the terms of The View Subdivision Phase I Declaration; and
- c. Every "Lot" under the terms of The View Subdivision Phase IIB Declaration.

4. Article I of The View Subdivision Phase IIB Declaration is amended to add the following new definitions:

1.16 "The View Subdivision Phase I Declaration" means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW dated January 20, 2011, recorded with the Office of the Register of Deeds for Richland County, South Carolina on January 20, 2011, in Book 1660 at page 3256, as amended.

1.17 "The View Subdivision Phase IIA Declaration" means the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS THE VIEW SUBDIVISION PHASE IIA dated April 26, 2012, recorded with the Office of the Register of Deeds for Richland County, South Carolina on April 26, 2012, in Book 1760 at page 1620, as amended.

1.18 "The Unified The View Subdivision" collectively means:

- g. The Property subject to this Declaration as more particularly described in Exhibit "A" attached hereto;
- h. The property subject to The View Subdivision Phase I Declaration, as more particularly described in the Exhibit "A" attached thereto; and
- i. The property subject to The View Subdivision Phase IIA Declaration, as more particularly described in the Exhibit "A" attached thereto.

1.19 "The Unified The View Subdivision Owners" collectively means:

- d. Every Owner under the terms of this Declaration;
- e. Every "Owner" under the terms of The View Subdivision Phase I Declaration; and
- f. Every "Owner" under the terms of The View Subdivision Phase IIA Declaration.

1.20 "The Unified The View Subdivision Lots" collectively means:

- a. Every Lot under the terms of this Declaration;
- b. Every "Lot" under the terms of The View Subdivision Phase I Declaration; and
- c. Every "Lot" under the terms of The View Subdivision Phase IIA Declaration.

5. Article VI, Sections 6.1 of The View Subdivision Phase I Declaration, The View

Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

6.1 Membership. Every Owner of a Lot shall be a member of the Association. Any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to, and shall not be separated from, any Lot. There shall only be one property owners association for The Unified The View Subdivision, which shall be the Association, and all of The Unified The View Subdivision Owners shall be members of the Association.

6. **Article VI, Sections 6.3 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:**

6.3 Declarant Control Period. Declarant has filed articles of incorporation for The View Subdivision Property Owners Association, Inc., which name the initial directors of the Association. Declarant shall have no further rights to appoint or remove directors of the Association. Declarant shall deliver to the Board all books, accounts, and other records which were kept by any person or entity purporting to act in any capacity as, or on behalf of, the property owners association for The Unified The View Subdivision, or any part thereof, prior to the incorporation of The View Subdivision Property Owners Association, Inc. The Declarant Control Period shall end and terminate immediately upon the recording of the FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESRICTIONS AND EASMENTS OF THE VIEW, THE VIEW SUBDIVISION PHASE IIA, AND THE VIEW SUBDIVISION PHASE IIB with the Office of the Register of Deeds for Richland County, South Carolina. Thereafter, the first annual meeting of The View Subdivision Property Owners Association, Inc. shall be held no later than forty-five (45) days following the end of the Declarant Control Period, and the members of the Association shall elect a Board at such first annual meeting. Immediately upon the termination of the Declarant Control Period, all of the Declarant rights, privileges, options, and easements under this Declaration are automatically transferred and assigned to the Association by Norich, LLC.

7. **Article VII, Section 7.2 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is amended as follows in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:**

The language "*provided that such assessment shall have the assent of more than one half*

(1/2) of the votes of the Owners 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 Owners not less than thirty (30) days and no more than sixty (60) days in advance of the meeting” is deleted and replaced with the following:

“provided that such assessment shall have the assent of at least a majority of the votes of the members of the Association 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 of the Association not less than thirty (30) days and no more than sixty (60) days in advance of the meeting”.

8. Article VII, Section 7.3 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

7.3 Personal Obligation and Lien. Each and every Owner of any Lot, by acceptance of a deed to a Lot or other conveyance of a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association all assessments and charges which are levied by the Association in accordance with the terms and provisions of this Declaration, as well as the Association’s costs of collection, including, without limitation, any collection fees, attorneys’ fees, property management company charges, administrative fees and charges, and court costs incurred in collecting the assessments and charges, or in enforcing or attempting to enforce this Declaration, the bylaws of the Association, and any rules and regulations of the Association (collectively, “Costs of Collection”).

Assessments, together with interest thereon, and other Costs of Collection shall be a charge on the land and shall be a continuing lien in favor of the Association upon the Lot 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 and the Costs of Collection that are attributable to that Lot.

9. Article VII, Section 7.4 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

7.4. Effect of Nonpayment. Any assessment, or installment thereof, not paid by the due date shall be delinquent and shall bear interest from the due date at a rate of twelve percent (12%) per annum or, if twelve percent (12%) per annum is higher than allowed by law, then the highest rate allowed by law. In the event that an assessment is to be paid in installments, and any installment becomes delinquent, the Association

shall also have the right to accelerate and immediately make due and payable the remaining installments.

The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot in the same manner as the foreclosure of a mortgage, and interest and Costs of Collection shall be added to the amount of the assessment due and owing.

No Owner may waive or otherwise escape liability for the assessments provided herein, including, but not limited to, by not using the Common Areas or by abandoning the Lot, nor shall damage to or destruction of any improvements on the Lot result in any abatement or diminution of the assessments provided herein. No diminution or abatement of any assessment shall be claimed or allowed by reason of any disagreement on the part of any owner with respect to any action of the Association or lack of action by the Association, including any actual or alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or the Bylaws of the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association.

10. The *Second* Article VII, Section 7.5 (entitled “Uniform Assessment” and which begins on page 21) of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

7.5 Uniform Assessment Amount for Annual Assessments and Special Assessments. Except as provided in Section 7.6 pertaining to Lots owned by Declarant, both annual and special assessments shall be fixed at an equal and uniform amount for all Lots. Likewise, except as provided in Section 7.6 pertaining to Lots owned by Declarant, both annual and special assessments shall be fixed at an equal and uniform amount for all of The Unified The View Subdivision Lots. However, nothing in this Section 7.5 shall be construed as applying to any other types of assessments, charges, or fines.

11. Article VIII, Section 8.1 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

8.1 Enforcement. Each Owner shall strictly comply with this Declaration and the Bylaws of the Association, as well as with any rules and regulations and guidelines which may be duly promulgated by the Association or the Architectural Review Committee. In

addition to any other rights, remedies or enforcement mechanisms provided for herein, in the event of a violation or breach, or threatened violation or breach, of any of the foregoing, the Declarant, the Architectural Review Committee, the Association or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. An Owner shall be responsible for any violations by his or her tenants, occupants, guests, family members, agents, invitees, licensees, or contractors. Any failure by the Declarant, the Association for itself or acting through the Architectural Review Committee or by any Owner to enforce the provisions this Declaration or the Bylaws of the Association, or any of the rules and regulations or guidelines which may be duly promulgated by the Association or the Architectural Review Committee shall in no event be deemed a waiver of the right to do so thereafter. All expenses and costs, including reasonable attorney's fees, incurred by the Association or by the Architectural Review Committee on behalf of the Association in enforcing this Declaration and the Bylaws of the Association, and any of the rules and regulations and guidelines which may be duly promulgated by the Association or the Architectural Review Committee shall be a binding personal obligation of the violating Owner against whom enforcement was sought.

In addition to the foregoing and in addition to any other rights, remedies, fines, or enforcement mechanisms provided herein, the Association, through the Board, shall also have the right to impose sanctions against an Owner for violations of this Declaration, the Bylaws of the Association, and any rules and regulations and guidelines which may be duly promulgated by the Association or the Architectural Review Committee, including suspension of the Owner's right to vote in the Association and reasonable monetary fines. An Owner shall be responsible for the violations hereunder by his or her tenants, occupants, guests, family members, agents, invitees, licensees, or contractors. Any fines levied, together with interest at the rate applicable to delinquent assessments, costs, and expenses incurred in collection of the fines, including reasonable attorney's fees, shall be the personal obligation of the Owner and shall constitute a continuing lien upon the Owner's Lot. Such fines shall be added to and become part of the assessments to which such Lot is subject, and all provisions of this Declaration governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of any fines levied by the Association, including, but not limited to accrual of interest, an action at law or foreclosure of the lien, and the recovery of attorney's fees and other Costs of Collection. The issuance of fine for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by the Declaration, the Bylaws of the Association, and/or any rules and regulations and guidelines which may be duly promulgated by the Association or the Architectural Review Committee. The Board, in its discretion, may adopt and publish policies and procedures pertaining to the issuance of any sanctions set forth herein, which may be amended from time.

12. Article VIII, Section 8.3 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration

is deleted in its entirety.

13. Article XI, Section 11.1 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is amended as follows in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

The language “*unless an instrument signed by the then Owners of three fourths (3/4) of the Lots has been recorded*” is deleted and replaced with the following language:

“unless an instrument signed by the record owners of three-fourths (3/4) of The Unified The View Subdivision Lots has been recorded”

14. The second paragraph of Article XI, Section 11.2 (beginning with “*In addition to the above*”) of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

In addition to the above, this Declaration may be amended by the Declarant during the Declarant Control Period. Thereafter, this Declaration may be amended by a document of equal dignity signed by the record owners of at least a majority of The Unified The View Subdivision Lots. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

15. Article XII, Section 12.3 of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is deleted in its entirety and replaced with the following in each The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration:

12.3 Rules and Regulations. The Association, by and through the Board, shall have the power and authority to promulgate and enforce rules and regulations concerning the conduct on and use of (including parking) all property included within The Unified The View Subdivision, including Lots, Common Areas, and streets/roadways.

16. Upon the recording of this Amendment with the Office of the Register of Deeds for Richland County, South Carolina, the Declarant Control Period under The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration is immediately ended and terminated, and Norich, LLC, as the Declarant, hereby acknowledges the ending and termination of the Declarant Control Period upon the recording of this Amendment.

17. Upon the recording of this Amendment with the Office of the Register of Deeds for Richland County, South Carolina, all of the Declarant rights, privileges, options, and

easements under The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration are hereby transferred and assigned to The View Subdivision Property Owners Association, Inc. by Norich, LLC.

- 18. Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meanings set out in The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration.**
- 19. All other terms and conditions of The View Subdivision Phase I Declaration, The View Subdivision Phase IIA Declaration, and The View Subdivision Phase IIB Declaration shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment.**

