

**DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.**

**This Declaration of Covenants and Restrictions of Willbrook Plantation  
Community Association, Inc. reflects the updated complete Declaration of  
Covenants and Restrictions as of April 16, 1987.**

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this 16th day of April, 1987 by Willbrook Plantation Community Association, Inc., a non-profit, non-stock corporation, hereinafter called "Association", and Litchfield-By-The-Sea, a Joint Venture, organized under the Uniform Partnership Act of South Carolina, hereinafter called "Joint Venture";

W I T N E S S E T H:

WHEREAS, the Joint Venture is the owner of the real property (hereinafter referred to as the "Property") described in Article II of this Declaration and desires to create thereon a planned development community with a balanced representation of residential, commercial and recreational uses to be known as "Willbrook Plantation"; and

WHEREAS, the Joint Venture desires to provide for the preservation of values and amenities and for the maintenance of common facilities, services and properties for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, the Joint Venture has caused to be incorporated under the laws of the State of South Carolina a non-profit corporation, Willbrook Plantation Community Association, for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, the Joint Venture declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as the covenants") hereinafter set forth.

ARTICLE I  
DEFINITIONS

The following words are terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Willbrook Plantation Community Association, Inc., a South Carolina non-profit corporation, its Successors and Assigns.

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(b) **"Development"** shall mean and refer to the lands near Litchfield Beach in Georgetown County, South Carolina which are shown as a part of Willbrook Plantation on its Master Land Use Plan as revised from time to time.

(c) **"ByLaws"** shall mean and refer to the ByLaws of the Willbrook Plantation Community Association, Inc., the initial text of which is set forth in Exhibit B attached hereto and made a part hereof.

(d) **"Affiliate"** shall mean any corporation of which more than fifty (50%) per cent of the voting stock is owned or controlled by the Joint Venture and any partnership or joint venture in which the Joint Venture has more than a fifty (50%) per cent equity interest or an interest in fifty (50%) per cent or more of the cash flow from such partnership or joint venture.

(e) **"Architectural Review Board"** shall mean and refer to that board formed and operated in the manner prescribed in Article VII hereof.

(f) **"Assessment"** shall mean and refer to the charges levied pursuant to Article V. "Annual Assessment" shall mean and refer to annual charges levied by the Board of Directors of the Association for the purposes set forth in Section 2 of Article V. "Maximum Regular Annual Assessment" shall mean and refer to the annual assessment calculated as set forth in Section 3 of Article V. "Special Assessment" shall mean and refer to the charges levied for the purposes set forth in Section 4 of Article V. "Neighborhood Assessments" shall mean and refer to the charges levied pursuant to Section 5 of Article V.

(g) **"Common Properties"** shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use of and enjoyment of the owners, residents and their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Property shall lose their character as Common Properties upon the expiration of such lease. Common properties shall not include those tracts of land falling within the definition of "Restricted Common Properties" set forth below.

(h) **"Restricted Common Properties"** shall mean and refer to those tracts of land with any improvements thereon which

are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties". All "Restricted Common Properties" are to be devoted to and intended for the common use and enjoyment of owners of Residential Lots and Dwelling Units, their immediate families, guests accompanying such owners and tenants of such owners and the Joint Venture. All use of Restricted Common Properties shall be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

(i) **"Development Unit Parcels"** shall mean and refer to those parcels or tracts of land conveyed by the Joint Venture to third parties under covenants and restrictions permitting the division of such parcel or tract into smaller land unit such as Residential Lots, Multi-Family Tracts or Public and Commercial Sites.

(j) **"Dwelling Unit"** shall mean and refer to any improved property intended for use as a single family dwelling, including any single family detached dwelling, patio home, condominium unit, townhouse unit, duplex unit, or apartment unit located within the property.

(k) **"Horizontal Property Regime"** shall mean and refer to the legal entity established under the laws of South Carolina in which owners of a single family dwelling, lodging, or commercial unit in a multi-unit building, buildings or structure, or a slip (unit) in a condominium marina, own such unit directly and hold a co-ownership with other unit holders of the Regime Common Property areas and facilities held in common by the regime for all owners of the multi-unit complex.

(l) **"Intended for Use"** shall mean the use intended for various parcels within the property as shown on the Master Plan of the Development prepared by the Joint Venture as the same may be revised from time to time by the Joint Venture, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Joint Venture has conveyed the property.

(m) **"Master Plan"** shall mean and refer to the drawing which represents the conceptual land use plan for the future development of Willbrook Plantation. Since the concept of the future development of Willbrook Plantation is subject to continuing revision and change by the Joint Venture, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants shall arise with respect to lands which have been retained by the Joint Venture for future development.

THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THE PROPERTY FOR ANY PARTICULAR USE, SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE JOINT VENTURE SHALL NOT BE BOUND BY ANY DEVELOPMENT PLAN, USE OR RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN.

(n) **"Member"** shall mean and refer to the Joint Venture and all those owners who are Members of the Association as defined in Section 1, Article III.

(o) **"Multi-Family Tract"** shall mean any unimproved parcel of land located within the Properties intended for development of multi-family residential units including without limitation condominium regimes or apartments. For purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multi-family use is placed of record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(p) **"Neighborhood Area"** shall mean and refer to a parcel or tract of land which is intended for, and has been subdivided for use as a site for Dwelling Units or Public and Commercial Units and designated for such use on a recorded subdivision plat of Residential Lots, Multi-Family Tracts, and Public or Commercial Sites in the Office of the Clerk of Court for Georgetown County, South Carolina. The Neighborhood Area shall be comprised of the total number of Residential Lots, Multi-Family Dwelling Unit Sites, or Public and Commercial Units within such subdivision or group of such subdivisions and may be subjected to Neighborhood Assessments applicable only to the Owners within that immediate Neighborhood Area of Willbrook Plantation, to undertake special neighborhood projects, improvements, construction or maintenance for the benefit of those Owners. A separate non-profit association may be created hereunder for each Neighborhood Area.

(q) **"Of Record"** shall mean recorded in the Office of the Clerk of Court for Georgetown County, South Carolina.

(r) **"Owner"** shall mean and refer to the Owner as shown by the real estate records whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or

holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(s) **"Joint Venture"** shall mean Litchfield-By-The-Sea, a Joint Venture organized under the Uniform Partnership Act of South Carolina, its Successors and Assigns.

(t) **"The Properties"** shall mean and refer to the existing property described in Article II hereof and any additions thereto as are subjected to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

(u) **"Public or Commercial Site"** shall mean any unimproved parcel of land within the properties intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Willbrook Plantation and/or the public, including but not limited to business and professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters, lounges; indoor recreational facilities; marinas; transportation terminals or stations; automobile parking facilities, and gasoline stations, provided, however, that a "Public and Commercial Site", until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or Commercial Site is placed of Record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(v) **"Public and Commercial Unit"** shall mean and include any improved parcel of land within the property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and guests of Willbrook Plantation and/or the public including but not limited to all those enterprises enumerated in subparagraph (u) immediately above. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(w) **"Referendum"** shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including without limitation the levy of any Special Assessment; the increase of the maximum annual assessment in excess of that provided for herein; and the addition of functions or services which the

Association is authorized to perform. In the event fifty-one (51%) per cent of the votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

(x) **"Residential Lot"** shall mean and refer to any unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, townhouse or patio dwelling (zero lot line) as shown upon any recorded final subdivision map of any part of the Property. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(y) **"Unsubdivided Land"** shall mean and refer to all land and the existing property described in Article II hereto and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereto which has not been subdivided into Residential Lots, Multi-Family Tracts, Public and Commercial Sites or Development Unit Parcels through metes and bounds, subdivision plats filed and placed of record. For the purpose of this Declaration, the following classifications shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express, written notification by the Joint Venture to the Association of intent to convey to the Association.

(2) All lands designated on the Master Plan for intended use, or by actual use, if applicable, for outdoor recreation facilities; operating farms and/or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; libraries, nursery and other schools and instructional centers, medical centers, clinics, nursing care, rest and convalescent homes and charitable institutions.

(3) All lands expressly designated in any way as Common Properties or Restricted Common Properties.

ARTICLE II  
PROPERTY AND ADDITIONS THERETO

Section 1: Property: The real property (Property) which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Willbrook Plantation, Georgetown County, South Carolina, which is more particularly described in Exhibit A attached hereto and by specific reference made a part hereof.

The Joint Venture intends to develop the Property in accordance with its Master Plan, as subsequently modified from time to time, as a residential community featuring recreational, commercial and public facilities, various amenities and any other lawful activities which the Joint Venture deems appropriate as uses for such Property. The Joint Venture reserves the right to review and modify the Master Plan at its sole option and the Master Plan shall not bind the Joint Venture, its Successors and Assigns, to adhere to the said Master Plan in the development of the land shown thereon. The Joint Venture may, at its option, convey to the Association as provided in Article IV those parcels of land and improvements designated on the Master Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, the Joint Venture so chooses without regard to the location of such parcels of land on the Master Plan. At the time of conveyance to the Association, these properties may be designated as Common Properties, or Restricted Common Properties at the option of the Joint Venture. Undesignated properties shall be Common Properties. The Joint Venture shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may bring within the plan of these covenants additional lands and develop the same before completing the development of this Property. The Joint Venture shall have full power to amend or modify the Master Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association or increase or decrease the amount of property conveyed to the Association.

Section 2. (a) Additions to Property: During the period of development, which shall by definition, extend from the date hereof to January 1, 2015 the Joint Venture, its Successors and Assigns shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous to the Properties if acquired by the Joint Venture during the period of development and further any other properties now owned or hereafter acquired



by the Joint Venture its Successors and Assigns within an area bounded on the east by the Atlantic Ocean, on the South by properties owned by Bell W. Baruch Foundation known as Hobcaw Barony, on the west by the Waccamaw River and on the North by the Sandy Island Road separating Willbrook Plantation from portions of Brookgreen Gardens. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions as hereinabove authorized shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any Supplementary Declaration may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the sole judgment of the Joint Venture to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect on the property described in Section 1 of this Article II.

(b) Mergers: Upon merger or consolidation of the Association with another Association, as provided for in the ByLaws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association, or in the alternative the property rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the Property, together with the covenants and restrictions established upon any other properties as one plan.

(c) Separate Associations: For any property subjected to this Declaration pursuant to the provisions of this section, there may be established by the Joint Venture an additional association limited to the owners and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort and convenience, to elect representatives on the Board of the Association, to receive from the Association a portion, as determined by the Board of Directors of the Association, of the annual assessments levied pursuant hereto and use such funds for its general purposes, and to make and enforce rules and regulations of supplementary covenants and restrictions, if any, applicable to such additional lands

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: Membership: Every Owner shall be a Member of the Association. The Joint Venture shall be a Member of the Association.

**Section 2: Voting Rights:** The Association shall have four (4) types of regular voting membership and one (1) type of special voting membership which provides the Joint Venture with additional voting rights.

**TYPE A:** Type A Members shall be all Owners (including the Joint Venture). A Type A Member shall be entitled to one (1) vote for each Residential Lot or Dwelling Unit which he owns. If a Dwelling Unit is constructed on more than one Residential Lot, the Owner shall have one (1) vote for the Dwelling Unit and one lot and one (1) additional vote for each other Residential Lot comprising a part of the total consolidated home or building site.

**TYPE B:** Type B Members shall be all those Owners, (including the Joint Venture) of platted Public or Commercial Sites and Multi-Family Tracts. A Type B Member shall be entitled to one vote for each Two Hundred (\$200.00) Dollars in annual assessments paid to the Association. In computing the number of votes to which a Type B Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) Dollars.

**TYPE C:** Type C Members shall be all those Owners (including the Joint Venture) of Public and Commercial units. A Type C Member shall be entitled to one (1) vote for each Two Hundred (\$200.00) Dollars in annual assessments paid to the Association. In computing the number of votes to which a Type C Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) Dollars.

**TYPE D:** Type D Members shall include all those Oners (including the Joint Venture) of Unsubdivided Lands and Development Unit Parcels held and intended for future development by the Joint Venture or a Third Party. A Type D Member shall be entitled to one (1) vote for each Two Hundred (\$200.00) Dollars of annual assessments paid to the Association. In computing the number of votes to which a Type D Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest Two Hundred (\$200.00) Dollars.

**TYPE E:** The Type E Member shall be the Joint Venture, its Successors and Assigns. The Type E Member shall be entitled to cast votes as hereinafter set forth.

The Joint Venture anticipates that there may ultimately be three thousand eight hundred (3,800) Residential Lots, Dwelling Units and Public and Commercial Units within Willbrook Plantation as authorized by the Planned Unit Development approved by the Georgetown County zoning authorities. Because it has incurred and will continue to incur substantial utility upgrade infra structure development and start up costs, the Joint Venture

shall have special voting rights in the Association until the Joint Venture can be assured of the completion of its development plans; therefore, until the earlier of (i) the date it has conveyed at least ninety (90%) per cent of the maximum number of Residential Lots, Dwelling Units and Public and Commercial Units as authorized at Willbrook Plantation by the Georgetown County zoning authorities or (ii) the date it otherwise elects, ~~the Joint Venture shall have voting rights by which it shall be~~ entitled to the same number of votes as are cummulatively held by the regular Members plus one.

Each Member shall be entitled to vote at any meeting of Members, or on any matter requiring a vote of Members, occurring subsequent to the date upon which the Member became an Owner. (Provided, however, that the Member is not delinquent in the payment of assessments) and each Member shall be entitled to the number of votes as calculated above as if each Member had been a member for a full year and had paid the regular annual assessment for the year in which the vote takes place. The payment of any Special Assessment or Neighborhood Assessment shall not entitle members to additional votes.

When any property entitling the Owner thereof to membership in the Association is owned of Record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants-in-common, tenants-in-partnership or in any other manner of joint or common ownership, one person or entity shall be designated the voting member to bind all the others. Written evidence of such designation in a form satisfactory to the Board of Directors of the Association shall be delivered to the Board prior to the exercise of a vote by joint owners.

**Section 3: Governance:** The Association shall be governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) members. Initially, the Board shall consist of three (3) members with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the ByLaws of the Association.

**Section 4: Election to the Board of Directors:**

(a) Each member of Types A, B, C and D membership classes shall be entitled to as many votes as equals the numbers of votes he is entitled to, based on his ownership of one or more of the various classifications of property as computed by the formula set out hereinabove in Section 2 hereof multiplied by the number of Directors to be elected by Types A, B, C and D members. Members may cast all of such votes for any one (1) director or may distribute them among the number to be elected by Types A, B, C and D members, or any two (2) or more of them, as he sees fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed cumulative voting. Members, except the Type E membership, are

divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

(b) The Board of Directors shall be elected by the Joint Venture, however, until the earlier of (i) the date the Joint Venture conveys at least ninety (90%) per cent of the maximum number of Residential Lots, Dwelling Units and Public and Commercial Units authorized at Willbrook Plantation by the Georgetown County zoning authorities or (ii) the date the Joint Venture elects to terminate its special voting rights or to reduce the number of Directors it appoints. The Joint Venture shall have the right to appoint all of the Directors at the annual meeting of Members and new Directors in the event of vacancies occurring between annual meetings of Members. Provisions of this subparagraph shall be controlling over other subparagraphs in this Declaration.

**Section 5: Members to Have Power of Referendum in Certain Instances:** Where specifically provided for herein, the Members or some specific portion thereof shall have the power to approve or reject certain actions proposed by the Board of Directors to be taken by the Association by Referendum. Said actions are an increase in the maximum regular annual assessment by the Association in excess of those increases authorized herein and the levy of any Special Assessment and the addition or deletion of functions or services which the Association is authorized to perform. In the event fifty-one (51%) per cent or more of the votes actually returned to the Association within thirty (30) days of mailing the ballots and Notice of Referendum to each Member, postpaid and addressed to such Member at his address as set forth in the records of the Association, shall be in favor of any such action, such action will be deemed to have been authorized by the appropriate Members; provided, however, that if a higher percentage vote is required for such authorization by any other provisions of this Declaration or the ByLaws, such provisions shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum except in compliance with the results of a Referendum. The Notice of any Referendum shall include a statement from the Directors favoring the approval of the matter submitted for Referendum and a statement from the Directors, if any, opposing such matter. Neither statement shall exceed five (5) pages in length.

**Section 6: Quorum Required for any Action Authorized at Regular or Special Meetings of the Association:** The quorum required for any action which is subject to a vote of the Members at a meeting of the Association (as distinguished from a Referendum) shall be as follows:

With respect to any particular proposed action, the presence at the meeting of the Association of Members or proxies

entitled to cast fifty-one (51%) per cent of the total vote of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of notice pursuant to Article VIII, Section 7 and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by Article Three, Section 6 and any other requirements for such meeting which may be established in the ByLaws of the Association.

**Section 7: Proxies:** All Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that Proxies shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be specifically provided ballots mailed or delivered to the Association. No proxy shall extend beyond the date of the meeting for which it is given unless such meeting is adjourned to a subsequent date.

**Section 8: Ballots by Mail:** When authorized by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for the vote of Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. However, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section 1: Members' Easements of Enjoyment in Common Properties:** Subject to the provisions of these covenants, the rules and regulations of the Association and any fees or charges established by the Association, every Member and every guest and Lessee of such Member shall have an easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title of every Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, or Development Unit Parcel. Employees of the Joint Venture shall have access to and enjoyment of the Common Properties subject to rules and regulations established by the Board of Directors. A Member's or Lessee's spouse and children who reside with such member or Lessee in Willbrook Plantation shall have the same easement of enjoyment hereunder as a Member.

**Section 2: Members' Easements of Enjoyment in Restricted Common Properties:** Subject to the provisions of these covenants, the rules and regulations of the Association and any fees or charges established by the Association, every Type A Member, but not Type B, C, or D Member and every Lessee resident shall have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Dwelling Unit. By an affirmative vote of seventy-five (75%) per cent of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, "Restricted Common Property" may be changed into an unrestricted "Common Property".

**Section 3: Title to Common Properties and Restricted Common Properties:** The Joint Venture covenants for itself, its successors and assigns, that at its sole election it shall convey by limited warranty deed to the Association at no cost to the Association, the Common Properties and Restricted Common Properties as designated on the current Master Plan, subject to all restrictions and limitations of record and all reservations and limitations as set forth in such deed of conveyance and subject to the right of the Joint Venture to add Common Properties or Restricted Common Properties to the Master Plan or to subtract Common Properties or Restricted Common Properties from the Master Plan in its sole discretion at any time prior to conveyance to the Association. It is intended that the Joint Venture shall evidence its election to convey any designated property by the recording of an instrument describing the property to be conveyed. After the functional completion of such designated property, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to this Declaration. It is intended that such conveyances will be made within two (2) years after the improvements are functionally complete. Common Properties and Restricted Common Properties shall also be conveyed to the Association subject to:

(1) All encumbrances, easements and restrictive covenants affecting such property at the time of conveyance, including all existing mortgages; and

(2) A reservation by the Joint Venture, its successors and assigns, of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association shall continue to be the sole obligation of the Joint Venture, its successors and assigns, as the case may be.

Section 4: Extent of Member's Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Bylaws, to borrow money from the Joint Venture or any other lender for the purpose of improving and/or maintaining the Common Properties and Restricted Common Properties and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures; and

(c) The right of the Association, as provided in its Bylaws, to suspend the rights and easements of enjoyment of any Member or any tenant or guest of any Member, for any period during which the payment of any assessment against the property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association although such use shall be subject to the rules and regulations established by the Association for such use; and

(d) The right of the Association in accordance with its Bylaws to charge reasonable admission and other fees for the use of the Common Properties and Restricted Common Properties, and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any one or more classes of Members, guests, or lessees without applying uniformly to all classes of users of the Association's facilities; and

(e) The Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of any roadway it may own, provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways, to provide for the maintenance and cleanup of right-of-ways; to provide drainage along said roadways; to provide for motorized security patrols and to provide such other roadway maintenance or services as the Association shall deem desirable. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways, subject

to an owner's or lessee's right of ingress and egress, including, but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restriction unreasonable. This subparagraph (e) establishes a maximum charge restriction of fees which may be charged for road entry and use of roads. The Board of Directors of the Association may supplement with an allocation of a portion of the receipts from the annual assessment on the property, the funds (if any) received from road use, fees or tolls, to carry out the functions and activities as described in this subparagraph (e). The right of the Joint Venture to reserve, in addition to all other easements reserved by the Joint Venture, in all Common Properties including Common and Restricted Common Properties, perpetual easements for installation and maintenance of general utilities and drainage and the right of the Joint Venture to subject said property to any other compatible use which in the sole opinion of the Joint Venture is necessary for the harmonious development of the Properties. The right of the Joint Venture to reserve and grant perpetual easements of ingress and egress on and over the roadways to members and employees of any club type facility located within the Properties and to guests and employees of any inn or hotel which may be located within the Properties.

(f) The right of the Joint Venture or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on the part of the Common Properties and Restricted Common Properties.

(g) The right of the Association to adopt and publish rules and regulations governing the use of Common Properties and Restricted Common Properties and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations.

(h) The right of the Association, in accordance with its Bylaws, to give or sell all or any part of the Common Properties and Restricted Common Properties including leasehold interest, to any public agency, public authority, public service district, utility company or private concern for such purposes and subject to such conditions as may be agreed by the Members provided that no such gift or sale or determination as to the purposes or as to the conditions hereof shall be effective unless such gift, sale and determination as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4ths) of the votes cast at a duly constituted meeting of the Association. A true copy of such Resolution together with a Certificate of the results of the vote taken thereon shall be



made and acknowledged by the President or Vice President and Secretary or Assistance Secretary of the Association and such Certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties and Restricted Common Properties prior to the recording thereof. Such Certificates shall be conclusive evidence of authorization by the membership.

**Section 5: Joint Ventures' Reserved Rights:**

Notwithstanding any provision herein to the contrary, the rights and easements of enjoyment created hereby shall be subject to the following:

(a) The Joint Venture, its Successors, agents, guests, employees and assigns shall have full rights of ingress and egress to and through, over and about all common properties, including but not limited to all roads within the properties now existing or hereafter constructed; and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc. which are being utilized in any construction work on or within the properties;

(b) Easements of record on the date hereinabove and any easements which may hereafter be granted by the Joint Venture to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lands, sewers or water pipes or any other utilities or services to any Residential Units, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels or Unsubdivided land or any portion of the Common Properties or Restricted Common Properties or to service adjoining properties now owned or hereafter acquired by the Joint Venture.

**ARTICLE V**

**COVENANTS FOR ASSESSMENTS**

**Section 1: Creation of the Lien and Personal Obligations for Assessments:** The Joint Venture covenants and each Owner of any Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and pay to the Association: (1) Annual assessments or charges; (2) Special assessments or charges, and (3) Neighborhood Assessments for the purposes set forth in this Article such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, special assessments and neighborhood assessments, together with such interest thereon and cost of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon

against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

**Section 2: Purpose of Assessment:** The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Properties and Restricted Common Properties and to provide services which the Association is authorized to provide. Provided, however, the Association for a period of two (2) years prior to actual conveyance of such facilities to The Association, may use annual assessments for the maintenance, repair and operation of facilities which have been designated on the Master Plan as Common Properties and which have been substantially completed. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Common Properties and Restricted Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its required or authorized functions.

**Section 3: Application of "Maximum" Assessment:** The annual assessment, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of subparagraph (i) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote determines that the important and essential functions of the Association may be properly funded by an assessment less than that set out below, it may levy such lesser assessment. Provided, however, so long as the Joint Venture is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in Paragraph 3 of this Section 3 without the prior written consent of the Joint Venture. The levy of annual assessments less than the maximum regular annual assessments in one year shall not effect the Board's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association can not be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments. In no event shall the sum

of the initial and supplemental assessments for that year exceed the applicable maximum regular annual assessments.

If the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the maximum regular annual assessments, it may call a Referendum requesting approval of a specified increase in such assessments. If fifty-one (51%) per cent of the votes shall be cast in favor of such Referendum, the maximum regular annual assessments shall be permanently increased to the level of such proposed increased assessments.

The maximum regular assessment shall be the sums determined by the Board of Directors, but shall not exceed the sums set forth in the following schedule as adjusted annually pursuant to Section 3 (g) of this Article.

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
Residential Lot	$43\% \times \$540.00$ <small>88 89 90 91 92 93 94 567 595.35 625.12 654.38 684.70 720.16 759.94</small>
Dwelling Units	$51\% \times \$720.00$ <small>756 793.80 833.49 875.16 918.92 964.89 1,015.14</small>
Public and Commercial Units	\$ .60 per square foot
Multi-Family Tracts, Public or Commercial Sites, and Development Unit Parcels	\$ 100.00 per acre <small>5% / 4 yrs / 120 mos</small>
Unsubdivided Land	\$ 35.00 per acre

(b) Property shall not be classified as a Residential Lot, Dwelling Unit, or Public or Commercial Unit for purposes of this Declaration and the regular annual assessment until after all of the following have occurred:

(1) Placing Of Record a plat or other plan showing such Residential Lot, Dwelling Unit or Public or Commercial Unit;

(2) Approval, if required, by the United States Department of Housing and Urban Development, Office of Interstate Land Sales Registration, or any similar state or successor federal agency, for the offering for sale of any Residential Lot or Dwelling Unit to be offered for sale;

(3) All approvals required for the occupancy of a Dwelling Unit or Public or Commercial Unit;

(4) Conveyance of such property by the Joint Venture to a purchaser;

1260  
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17338  
94  
24.47

95  
96  
97

177  
1.3

98  
99  
200

15  
3.1

1,334

(c) For the purpose of calculating the annual assessments on Public and Commercial units, the area to be included in the determination of the total number of square feet shall be all interior areas within the roof line of a building including open porches, but excluding terraces and like areas.

(d) After the calendar year 1987, the regular annual assessments on unimproved land shall be billed annually on the first day of January of each year. Assessments on all other property shall be billed on a monthly or quarterly basis as determined by the Board of Directors. All assessment bills shall be due and payable thirty (30) days from the date of mailing the same.

(e) The owner of any assessable property which changes from one assessment category to a higher assessment category during an assessment year shall be billed an additional amount for the remaining full months of such year after such change.

(f) All assessments charged by the Association shall be rounded to the nearest dollar.

(g) From and after January 1, 1987 the maximum regular annual assessment may be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) per cent per year, or the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereafter "C.P.I." issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. In the event the C.P.I. referred to above shall be discontinued, there shall be used the most similar index published by the U. S. Government that may be procured indicating changes in the cost of living.

In the event the Board does not increase the maximum regular annual assessment in a given year, or increases it in an amount less than which is authorized by this Section 3, Paragraph (g), the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority but any application of the same may only be given prospective application. As an illustration, if the Board was authorized to increase the maximum regular annual assessment by five (5%) per cent in years 1987 and 1988, but chose not to impose such increases, it could increase the maximum regular annual assessment in 1989 by the amount applicable for 1989 plus up to ten (10%) per cent for levy in 1989.

(h) Any increase or decrease in the fixed amount of the maximum regular annual assessments shall be made in such a manner that the proportionate increase or decrease in such

maximum regular annual assessment is the same for owners of Residential Lots, Dwelling Units, Multi-Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, and Unsubdivided Land. Furthermore, any time the actual assessment levied by the Board of Directors of the Association is less than the maximum regular annual assessment, such decrease shall be proportionate among the Owners of Residential Lots, Dwelling Units, Multiple Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels and Unsubdivided Land.

**Section 4: Special Assessments for Improvements and Additions:** In addition to the maximum regular annual assessments authorized by Section 3 hereof, the Association may levy special assessments, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties or Restricted Common Properties including the necessary fixtures and personal property related thereto;

(b) For additions to the Common Properties or Restricted Common Properties;

(c) For repair of or dredging of canal systems within the property or connecting the property to the Waccamaw River, whether said canals be artificial or run natural and for the repair and replacement of navigational aids within said canal system;

(d) To provide for the necessary facilities and equipment to services authorized herein;

(e) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein;

(f) Such assessment before being charged must have received the assent of a majority of the votes of the members responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one statement from the Directors favoring the special assessment and one statement from those Directors opposing the special assessment containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five pages in length.

These provisions shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this Article, plus an additional special assessment. Such special assessment in any one year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or other repairs required as a result of storm, fire, natural

disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not effect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are approved by the members.

**Section 5: Neighborhood Assessments:** In addition to the annual assessment and the special assessment authorized in Sections 3 and 4 of this Article, when any area or portion of Willbrook Plantation has been designated a neighborhood area for the benefit of Owners of property within the area so designated, the Board of Directors of the Association is hereby empowered to levy assessments to be used for the benefit and/or operation of the particular neighborhood area of Willbrook Plantation, the payment of which assessment shall be born by the Owners within such area only; such assessment being herein referred to as a "neighborhood assessment". A neighborhood assessment can be levied by the Board of Directors of the Association after a determination that the effected area of the property has such need of a particular addition or improvement as would justify the expenditure therefor by the Owners who would be assessed and who would enjoy the benefits of such improvement or addition and/or the operation thereof or when seventy-five (75%) per cent of the Owners within a particular neighborhood area with the approval of the Corporation or Association vote to levy a neighborhood assessment. In cases where such determination is made by the Board of Directors, the levy of the applicable neighborhood assessment by the Board of Directors of the Association shall be final and not subject to approval by the whole body of Members of the Association or by those Members who would be subject to the Neighborhood Assessment.

If a Neighborhood Assessment is made for an improvement or addition which requires a continuing assessment for maintenance and/or operational costs, then those Owners subject to the levy of the Neighborhood Assessment may discontinue and abolish such Neighborhood Assessment, if such Owners so vote in a Referendum held during the second or any subsequent year of such a continuing Neighborhood Assessment. In such Referendum, in the event sixty-six and two-thirds (66 2/3rds%) per cent or more of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by such Members. Should any costs result from the removal of any addition or improvement where a particular Neighborhood Assessment is discontinued, such cost

shall be funded by the Neighborhood Assessment before its discontinuance.

**Section 5: Reserve Funds:** The Association may establish reserve funds from its annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs; (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; (c) recurring periodic maintenance; (d) dredging of canal systems within the property or connecting the property to the Waccamaw River, including both natural and artificial canals; and (e) initial cost of any new service to be performed by the Association.

**Section 6: Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation:** The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article 2, Section 2 hereof and under the Bylaws of the Association.

**Section 7: Date of Commencement of Annual Assessments:** Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence no earlier than May 1, 1987.

**Section 8: Duties of the Board of Directors:** The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land, within the assessment schedule as provided herein above, and shall at the time, direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a Certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

**Section 9: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of the Association:** If the Assessment is not paid on or before the past due date specified in Section 3 (d) hereof, then such assessment shall become delinquent and shall (together with interest thereon at the rate of one and one-half (1½%) per cent per month from the due date, and all costs of collection thereof including a reasonable attorney's fee) become a charge and continuing lien on the land and all improvements thereon, against which each such

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assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the rate of eighteen (18%) per cent per annum or the maximum lawful rate on such judgments and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.

In addition to the rights of actions set forth above, the Board of the Association may suspend the membership rights of any Member during the period when the Assessment remains unpaid. Upon payment of such assessment, the Owners' rights and privileges shall be automatically restored. This provision shall not empower the Board to suspend the rights to use the roads within the property.

**Section 10: Subordination of the Lien to Mortgages:**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding or deed in lieu of foreclosure, and provided, further, that any delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Members as an expense of the Association. Such sale or transfer shall not relieve such property from liability for assessment accruing after conveyance by the creditor to a subsequent Owner.

**Section 11: Exempt Property:** The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting drainage and utility easements;

(b) All Common Properties and Restricted Common Properties as defined in Article 1 hereof;

(c) The property which is used for any of the following purposes:

(1) In the maintenance and service of facilities within the Properties;



- (2) Places of worship;
- (3) Schools;
- (4) Non-profit, governmental, and charitable institutions;
- (5) Marsh, wetland and swamp conservancies;
- (6) All lands below the mean highwater mark;
- (7) Water and Sewer Facilities.

**Section 12: Annual Statements:** The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year and a statement of revenues, cost and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than One Thousand (\$1,000.00) Dollars. Such officers shall furnish to each member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

**Section 13: Annual Budget:** The Board of Directors shall cause to be prepared and make available at the office of the Association to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. Financial books of the Association shall be available for inspection at the offices of the Association at all reasonable times.

## ARTICLE VI FUNCTIONS OF ASSOCIATION

**Section 1: Ownership and Maintenance of Common Properties and Restricted Common Properties:** The Association shall be authorized to own and/or maintain (subject to the requirements of any federal, state or local governing body of South Carolina) Common Properties and Restricted Common Properties, equipment, furnishings and improvements devoted to the following uses:

- (a) For roads or roadways, ferries, bridges and parkways along said roads or roadways throughout the property;

(b) For sidewalks, walking paths or trails and bicycle paths throughout the properties;

(c) For security services, including security stations, maintenance building and/or guardhouses;

(d) For emergency health care, including ambulances and emergency care medical facilities and the necessary equipment to operate such facilities;

(e) For insect control within the property;

(f) For drainage facilities serving the property;

(g) For lakes, play fields, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, open spaces, wildlife conservancies, and other recreational facilities of any nature;

(h) For water and sewage facilities and any other utilities, if not adequately provided in the judgment of the Board of Directors of the Association by a private utility, Georgetown County, or some other public body;

(i) For canals or water courses within the Properties or connecting the Properties to the Waccamaw River;

(j) For any of the services which the Association is authorized to offer under Section 2 of this Article VI;

(k) For all other Properties, real or personal, which in the discretion of the Board of Directors of the Association should be operated and maintained in the best interest of the Association;

**Section 2: Services:** The Association shall be authorized (unless prohibited by the requirements of any federal, state or local governing body) but not required to provide the following services:

(a) Cleanup and maintenance of all roads, roadways, parkways, canals, water courses, lakes and other Common Properties within the Properties and also all public Properties which are located within or in a reasonable proximity to the properties such that their deterioration would effect the appearance of the Properties as a whole;

(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties or Restricted Common Properties;

(c) Transportation services other than privately owned automobiles, e.g., buses, electric vehicles;

(d) Lighting of roads, sidewalks and walking paths throughout the Properties;

(e) Security provisions including but not limited to the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Properties and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Properties;

(f) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by State and local governments;

(g) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(h) Maintenance of all lakes and lagoons located within the Properties, including the stocking of such lakes and lagoons;

(i) Maintenance and dredging of all canals whether artificial or natural water courses located within the Properties or connecting the Properties with the Waccamaw River;

(j) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;

(h) To set up and operate an architectural review board in the event that the Association is designated by the Joint Venture as the agent of the Joint Venture for such purpose;

(i) Improvement of fresh and salt water fishing available to Members within the Properties;

(j) To conduct recreation, sports, craft and cultural programs of interest to Members, their children and guests;

(k) To provide day care and child care services;

(l) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(m) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;

(o) To provide fire protection and prevention;

(p) To provide safety equipment for storm emergencies;

(q) To provide garbage and trash collection and disposal;

(r) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals, and public centers serving the area;

(s) To construct improvements on Common Properties or Restricted Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(t) To provide administrative services including, but not limited to legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, Referendums, etc., incident to the above listed services;

(u) To provide liability and hazard insurance covering improvements and activities on the Common Properties and Restricted Common Properties;

(v) To provide, conduct or maintain water pollution and shoreline erosion abatement measures including, without limitation, maintenance and repair of shore revetments, bulkheads and groins and the employment of consultants who are specialists in that field as may be needed in the judgment of the Board of Directors;

(w) To provide any or all of the above listed services to another Association or owners of real property under a contract the terms of which must be approved by the Board of Directors;

(x) The taking of any and all actions necessary in the discretion of the Board of Directors to enforce this Declaration and all other covenants and restrictions affecting the Properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions authorized by the Board of Directors.

Section 3: Reduction of Services: The Board of Directors of the Association shall periodically define and list

the minimum level of services of the sort described in Section 2 to be furnished by the Association in any given year. Such minimum level of services shall expressly include an obligation of the Association to maintain roadways and drainage facilities in a functional and acceptable condition.

**Section 4: Obligation of the Association:** The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article. The functions and services to be carried out are offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association.

**Section 5: Mortgage and Pledge:** The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association which loans shall be used by the Association in performing its authorized functions. The Joint Venture may make loans to the Association, subject to approval by the Joint Venture of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the regular annual assessment at any time there are outstanding any amounts due the Joint Venture as repayment of any loans made by the Joint Venture to the Association.

← **Section 6: Working Capital:** An additional function of the Association shall be to establish at the time of activation of the Association a working capital fund which shall collect at least One (1) months assessments for each Residential Lot or Dwelling Unit. Each Residential Lot or Dwelling Unit's share of the working capital fund must be collected from the purchaser of the Residential Lot or Dwelling Unit and transferred to the Association at the time of closing of the initial sale of each Residential Lot or Dwelling Unit from the Joint Venture or other initial Grantor. The working capital fund shall be maintained in an account for the use and benefit of the Association. The purpose of this fund is to insure that the Association Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advanced payment of regular assessments.

## ARTICLE VII ARCHITECTURAL CONTROL

**Section 1:** In order to preserve the natural beauty of Willbrook Plantation and its setting, to maintain a pleasant and

desirable environment to establish and [REDACTED], and to protect and promote the value of property, no building, fence, wall, sign, swimming pool, tennis court, roof, exterior or other structure shall be erected, placed, added to or altered until the proposed building plans, specifications (including height, color and composition of roof, siding, or other exterior materials and finish), plot plan showing the proposed location of such building or structure (drives and parking areas), landscape plan and construction schedules shall have been submitted and approved in writing as hereinafter provided.

Section 2: Objectives: Architectural and design review shall be directed towards obtaining the following objectives for Willbrook Plantation:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms;

(b) Insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lots and Dwelling Units and with surrounding Residential Lots, Dwelling Units and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(c) Insuring that the architectural design and structures and their materials and colors are visually harmonious with Willbrook Plantation's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetations, and with development plans officially approved by the Joint Venture, or any governmental or public authority, if any, for the area in which the structures are proposed to be located;

(d) Insuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape;

(e) Insuring that any development, structure, building or landscaping complies with the provisions of these covenants;

(f) Promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air omissions and run-off water quality.

**Section 3: Architectural Review Board:** The Joint Venture shall establish an Architectural Review Board (such Board hereinafter referred to as the "Review Board") which shall consist of at least three (3) but not more than seven (7) persons. The initial Board shall be composed of three (3) members appointed by the Joint Venture until such time of the sale by the Joint Venture of ninety (90%) per cent of the maximum number of Residential Lots, Dwelling Units and Public and Commercial Units authorized at Willbrook Plantation by the Georgetown County Zoning Authorities or the date it otherwise elects. The regular term of office for each member of the Review Board shall be one (1) year. Any member appointed by the Joint Venture may be removed with or without cause by the Joint Venture at any time by written notice to such appointee. At such time as control of the Review Board functions are transferred to the Association, members of the Review Board shall be appointed by the Board of Directors of the Association.

The Review Board shall select its own Chairman and he, or in his absence the Vice Chairman, shall be the presiding officer of the meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at the offices of the Joint Venture in Willbrook Plantation, South Carolina or at such other places as may be designated by the Chairman.

The Review Board is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who need not be licensed to practice in the State of South Carolina to advise and assist the Review Board in performing the design review functions herein prescribed.

**Section 4: Review of Approval of Plans for Additions, Alterations or Changes to Structures in Landscaping:** No building, wall, fence, sign, swimming pool, tennis court, roof, color and composition of roof, siding and other exterior materials and finishes, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Dwelling Unit, or upon any Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or upon the Common Properties or Restricted Common Properties, nor shall any landscaping be done, nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications (including height, color and composition of roof, siding or other exterior materials and finish), spot plan (showing the location of such building or structure, drives and parking area), landscape plan, and construction schedule shall have been submitted to and approved by the Review Board.

**Section 5: Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans:** Two (2) copies of all plans and related data shall be furnished the Review Board. One copy shall be retained in the records of the Review Board. The other copy shall be returned to the Property Owner marked "Approved" or "Disapproved". The Review Board shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers or attorneys retainer in accordance with Section 3 above. Approval shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval unless a different expiration time is specified specifically stated in the approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within forty-five (45) days following receipt by Review Board of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification may be based by the Review Board upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious.

**Section 6: Approval Not A Guarantee or Representation of Proper Design or Good Workmanship:** No approval of plans, location or specifications and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Joint Venture nor the Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with approved plans and does hereby, by acceptance of title to property subject to these Covenants, agree to hold the Review Board and the Joint Venture harmless for any failure thereof caused by the Owner's architect or builder. The Joint Venture reserves the right to prohibit the Owner's builder and/or general contractor from going to or upon the site in the event it is determined that failure to comply with approved plans is intentional or due to gross negligence under the above mentioned circumstances. The Owner hereby agrees that the exercise of these rights shall not constitute a denial of Owner's property rights and shall not give rise to a cause of action for damages by the Owner.



**Section 7: Siting:** To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved pursuant to this Article for adjacent parcels of land, and other aesthetics and environmental considerations, the Review Board and the Joint Venture reserves unto itself, its Successors and Assigns, the right to control and decide solely (so long as (a) its decisions are not arbitrary and capricious; and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any property in Willbrook Plantation, notwithstanding any setbacks or other matters shown on any recorded plats.

The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the Contract of Purchase and approved by the Joint Venture, and such location complies with the Georgetown County Subdivisions regulations, the Joint Venture shall automatically approve such location for a residence or group of residential units.

#### GENERAL PROVISIONS ARTICLE VIII

**Section 1: Duration:** This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Joint Venture, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4ths) of the votes cast at a duly held special meeting of the Association are cast in favor of terminating this Declaration at the end of its then current term. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a Certificate which shall set forth the Resolution termination adopted by the Association, the date of the meeting of the

Association at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Said Certificate shall be made Of Record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**Section 2: Amendments:** The Joint Venture specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion, from the date hereof until January 1, 2015. Thereafter, the procedure for amendment shall be as follows All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendments shall be deemed approved if three-fourths (3/4ths) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment was adopted), the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a forum at a meeting of the Association, the total number of votes necessary to adopt the amendment, and the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be placed shall be placed of record.

So long as the Joint Venture, as the Type E Member, is entitled to elect a majority of the Members of the Board of Directors of the Association, no Amendment of this Declaration shall be made without the consent of the Joint Venture.

**Section 3: Enforcement:** This Declaration shall be enforceable by the Association, the Joint Venture, the Architectural Review Board, or any Member of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages and to enforce any lien created by this Declaration; and failure by the Association or any Member or the Joint Venture to enforce any covenant or restriction herein contained for any period of

time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce the same thereafter.

**Section 4: Interpretation:** The Board of Directors of the Association shall have the right to determine all questions arising in connection with the Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvement.

**Section 5: Severability:** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**Section 6: Authorized Action:** All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

**Section 7: Notices:** Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's membership list. Notice to one or two or more co-owners or co-tenants of a Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

**Section 8: Other Agreements:** Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the provisions of: (a) the master plan for the development of Willbrook Plantation as such master plan may from time to time hereafter be amended or modified (b) the Zoning Ordinance of the County of Georgetown, South Carolina and the rules and regulations promulgated

thereunder, as may from time to time hereafter be amended or modified.

**Section 9: Limited Liability:** In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Joint Venture contemplated under this Declaration, the Joint Venture shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

**Section 10: Termination of Association:** In the event that this Declaration be declared to be void, invalid, illegal or unenforceable in its entirety, or in such significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording of this Declaration, all Common Properties, and Restricted Common Properties belonging to the Association at the time such adjudication shall revert to the Joint Venture, and the Joint Venture shall own and operate said Common Properties and Restricted Common Properties as Trustees for use and benefit of owners within the properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided in Article VIII, Section 1, all Common Properties and Restricted Common Properties owned by the Association at such time shall be transferred to a properly appointed trustee which trustee shall own and operate said Common Properties and Restricted Common Properties for the use and benefit of owners within the Properties as set forth below:

(a) Each lot or parcel of land located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such lot or parcel to the Joint Venture or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Joint Venture or the Trustee, as the case may be, but the amount of such annual assessment on any particular lot or parcel shall not exceed that amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustment set forth in subparagraph (b) immediately below;

(b) The rate of the maximum annual assessment which may be charged by the Joint Venture or Trustee hereunder on any

particular lot or parcel may be automatically increased each year by either five (5%) per cent of the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U. S. City Average, All Items (1967-100) (hereafter C.P.I.) issued by the U. S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U. S. City Average and Selected Areas", whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a lot or parcel shall equal the regular maximum annual assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living;

(c) Any past due annual assessment together with interest thereon of the maximum annual rate permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time that annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made in the hands of the then Owner, his Heirs, Devisees, Personal Representatives and Assigns;

(d) The Joint Venture, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Joint Venture or Trustee of its services in carrying out the duties herein provided. Neither the Joint Venture nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties and Restricted Common Properties, once the funds provided by the annual assessment have been exhausted;

(e) The Joint Venture shall have the right to convey title to the Common Properties and Restricted Common Properties, and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby;

(f) The Trustee shall have the power to dispose of the Common Properties and Restricted Common Properties, free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent of the Owners of Property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties of Record. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common

Properties or Restricted Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of Property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessment for all property located within the Properties.

IN WITNESS WHEREOF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC. and LITCHFIELD-BY-THE-SEA, A JOINT VENTURE have caused this instrument to be executed the day and year first above written pursuant to a Resolution duly and unanimously adopted by its Board of Directors.

WITNESSES:

Judy Elliott  
Madha C. Batch

WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC. (Corp. Seal)  
By: William H. Miller III  
As its President

Rhonda M. Howell  
Rhonda J. McDaniel

LITCHFIELD-BY-THE-SEA, A JOINT VENTURE (SEAL)  
By: Its Managing Partner, The Litchfield Company of South Carolina Limited Partnership, A South Carolina Limited Partnership  
By: Its General Partner, Litchfield Partners, a South Carolina General Partnership  
By: W. M. Webster, III

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF )

PERSONALLY appeared before me Judy Elliott  
and made oath that (s)he saw the within named Willbrook  
Plantation Community Association, Inc. by W. N. Miller, III  
its President and W. M. Webster, III its Secretary,  
respectively execute the foregoing Declaration of Covenants and  
Restrictions and that (s)he with Emma G. Hall  
witnessed the execution thereof.

SWORN TO before me this 16th day of April, 1987.

Emma G Hall  
Notary Public for South Carolina  
My Commission Expires: July 1988

Judy P. Elliott

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF )

PERSONALLY appeared before me Rhonda T. McDaniel  
and made oath that (s)he saw the within named  
LITCHFIELD-BY-THE-SEA, A JOINT VENTURE by its Managing Partner,  
The Litchfield Company of South Carolina Limited Partnership, a  
South Carolina Limited Partnership by its General Partner,  
Litchfield Partners, a South Carolina General Partnership by W.  
M. Webster, III execute the foregoing Declaration of Covenants  
and Restrictions and that (s)he with  
Rhonda M. Howell witnessed the execution thereof.

SWORN TO before me this 16th day of April, 1987.

Rhonda T. McDaniel  
Notary Public for South Carolina  
My Commission Expires: 4-11-93

Rhonda M Howell

## EXHIBIT A

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 known and designated as Lots 1 through 49 of Willbrook Plantation Country Club, Stage I as shown on a survey of Willbrook Plantation Country Club, Stage I prepared by Powers & Associates Surveyors, Inc. dated M 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, Willbrook Plantation Country Club Stage I, having such shape, boundaries and delineations as appears on said map; said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 within the boundaries of River Road, Tucker Point Drive, Oatland Plantation Circle, Tupelo Lane, Flat Boat Landing Landing Lane and Oatland Mill Lane as shown on a map of Willbrook Plantation Country Club, Stage I prepared by Powers & Associates Surveyors, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360 and the description of said roads being more particularly described according to said plat which plat is incorporated herein by reference.



GENERAL COVENANTS FOR PROPERTIES AT WILLBROOK PLANTATION

WHEREAS, Litchfield-By-The-Sea, a Joint Venture, organized under the Uniform Partnership Act of South Carolina, hereinafter called "Joint Venture" is the owner of certain lands located at a proposed community known as Willbrook Plantation in Georgetown County, South Carolina;

WHEREAS, the Joint Venture desires that the covenants contained herein shall be covenants running with the land and shall apply to the lands known as Willbrook Plantation described in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the Joint Venture desires to reserve the right to amend, modify, add to, subtract from, cancel or in any way change these covenants for a limited period not to exceed twenty-five (25) years; now, therefore,

KNOW ALL MEN BY THESE PRESENTS, that the Joint Venture hereby covenants and agrees on behalf of itself, its Successors and Assigns, as follows:

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to Willbrook Plantation Community Association, Inc., a nonprofit, nonstock South Carolina Corporation, its Successors and Assigns and to any other community or Owners Association within the property established in the future.

(b) "Horizontal Property Regime" shall mean and refer to any horizontal property regime now or hereafter existing within the Property established pursuant to the Horizontal Property Act of the State of South Carolina, as amended.

(c) "Joint Venture" shall mean and refer to Litchfield-By-The-Sea, a Joint Venture, organized under the Uniform Partnership Act of South Carolina, its Successors and Assigns.

(d) "Owner" shall mean and refer to all Owners of an interest in real property within the Property, including but not limited to the holders of record to any Residential Lot, Dwelling Unit, Multi-Family Tract, Public or Commercial Site, Public or

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BETTY L. WILLIAMS  
CCCP&CS.  
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GEOGETOWN COUNTY, S.C.  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Commercial Unit, Development Unit Parcel or Unsubdivided Property (as such terms are defined in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., as amended) and to the Association and to each Horizontal Property Regime within the Property.

(e) "**Architectural Review Board**" shall mean and refer to the Willbrook Plantation Architectural Review Board formed and operated in the manner prescribed in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., as amended.

(f) "**Property**" shall mean and refer to the lands described in Exhibit A attached hereto together with all improvements thereon whether presently existing or constructed in the future, including but not limited to Common Properties of any Association or Horizontal Property Regime, Dwelling Units, Residential Lots, Multi-Family Tracts, Public or Commercial Sites, Public or Commercial Units, Development Unit Parcels or Unsubdivided Property.

The Covenants and Restrictions below will be referred to as the General Covenants of \_\_\_\_\_, 1987 and are recorded in the Office of the Clerk of Court for Georgetown County, South Carolina and may be incorporated by reference in deeds to real property executed and delivered by the Joint Venture by reference to the Book and Page of recording in the land records of said Office.

## ARTICLE II COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

The primary purpose of these covenants and the foremost consideration in the origin of the same has been the creation of a community which is aesthetically pleasing, functionally convenient and in which property values are protected. The establishment at this time of detail standards for the design, size and location of dwellings and other structures would make it difficult to take full advantage of the differing characteristics of each parcel of property and of technological advances and environmental values. For this reason such detail standards are not established by these Covenants but shall be separately established from time to time by the Joint Venture in order to implement the purposes of these Covenants.

**Section 1: Approval of Construction:** No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Willbrook Plantation until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plans, and construction

schedule shall have been approved in writing by the Architectural Review Board, its Successors or Assigns. Refusal of approval of plans, location or specification may be based by the Architectural Review Board upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Architectural Review Board shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Architectural Review Board. Two copies of all plans and related data shall be furnished the Architectural Review Board for its records. In the event approval of such plans is neither granted nor denied within forty-five (45) days following receipt by the Architectural Review Board of written demand for approval, the provisions of this paragraph shall be thereby waived.

**Section 2: Topography, Vegetation & Tree Removal:** In order to protect the natural beauty of the vegetation and topography of the shoreline and marsh edges located throughout the property, written approval of the Architectural Review Board is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics. Furthermore, no trees, bushes or underbrush of any kind four (4") inches or more in diameter at a point four (4') feet above ground level may be removed without the written approval of the Architectural Review Board.

**Section 3: Siting:** To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees, structures previously built or approved and other aesthetic and environmental considerations, the Architectural Review Board and the Joint Venture reserves unto itself, its Successors and Assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious, and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) with precise site and location of any building or other structure upon all residential lots within the properties. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site and provided, further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Joint Venture shall approve automatically such location for a residence.

**Section 4: Continuity of Construction:** All improvements commenced on the property shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement, unless an exception is granted in writing by the Architectural Review Board. No structure may be

temporarily or permanently occupied until the exterior thereof has been completed.

**Section 5: Residential Use:** All lots or parcels of land in areas of the property designated as Residential Areas either by reference on a plat, deed or other document, or by zoning designation shall be used for residential purposes exclusively. No structure or structures shall be erected, altered, placed or permitted to remain on any residential parcel other than as provided in these Covenants and Restrictions or except as provided for in each deed of conveyance. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Joint Venture, among other things expressly determine and limit the number or density of residential lots, apartments, townhouses, condominiums or other residential units applicable to that specific residential parcel. It may also impose height restrictions and/or minimum parking requirements applicable to that specific parcel as well as other similar specific development constraints.

"Residential," referring to a mode of occupancy, is used in contradiction to "business" or "commerce" or "mercantile" activity, and except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant land as well as to buildings constructed thereon. No lot or dwelling unit restricted to "residential" purposes may be used as a means of service to, business establishments on adjacent lots, including but not limited to supplementary facilities or an intentional passageway or entrance into a business. Use for single household residential purposes shall mean and refer to use as a place of long term dwelling or residence, and shall also include use for seasonal vacations, seasonal and transient lodging for those attending meetings, seminars and conferences. The restriction to use for "residential" purposes is subject to the following qualifications:

(a) Unless further restricted in the Deed or other document, the use of a Dwelling Unit as an office shall be considered as a residential use if such use does not create a significant increase in customer or client traffic to and from the dwelling unit, if no sign, symbol, logo or nameplate identifying a business or professional office is affixed to or about the grounds or the entrance to the Dwelling Unit, if the office is only incidentally used for business or professional purposes, and if the Joint Venture, after responding to a complaint by a neighboring property Owner, has not expressly requested that the subject Dwelling Unit not be used in whole or in part as an office;

(b) This restriction shall not apply to any sales offices or model units maintained by the Joint Venture or its agents.

✓ Section 6: Unsightly Conditions: It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on his property which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area.

Section 7: Prohibition of Offensive Activities: No noxious or offensive activity, shall be carried on upon any Residential Lot, Dwelling Unit, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, Common Properties, Restrictive Common Properties or any place within Willbrook Plantation. There shall not be maintained any plants or animals, or devise or thing of any sort whose normal activities or existence is in anyway noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

✓ Section 8: Owner's Obligation to Maintain Property: ~~It shall be the responsibility of each Owner (specifically including with respect to Common Properties, an Association or Horizontal Property Regime) to prevent the development of any unclean or unsightly or unkept conditions with respect to buildings or landscaping on his property which shall tend to decrease the beauty of this specific area or the property as a whole. All buildings, landscaping and ground shall be maintained in a condition to preserve the values of all properties within the Property. If an Owner shall fail to maintain his buildings, landscaping and grounds in a condition necessary to preserve the values of all properties or if an Owner shall allow the development of any unclean, unsightly or unkept condition of buildings, landscaping or grounds, such condition shall be corrected by the Owner at the Owner's sole expense upon written request by the Architectural Review Board. Upon failure of the Owner to correct such conditions within thirty (30) days after written notice has been deposited postpaid in the United States mail addressed to the Owner at his address as set forth in the records of the Association, the Architectural Review Board shall have the right to correct such condition and the expense of such correction shall be paid by the Owner. Such charge together with interest at the maximum rate allowed by law and all costs of collection shall be a continuing lien on the property of such Owner.~~

Section 9: Electrical and Telephone Service: All electrical and telephone service installation will be placed under the ground.

**Section 10: Water and Sewer:** Prior to the occupancy of a dwelling unit, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lots for the disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No septic tank may be installed on the lot so long as the Joint Venture, or its agents or licensees or a municipal sewer utility company or other governmental unit operates a sewage distribution line within two hundred (200') feet of such property. No sewage shall be emptied or discharged into any creek, marsh, lake, river or body of water at any time.

No private water wells may drilled or maintained on the property of any owners other than the Joint Venture so long as the Joint Venture or its agents or licensees or a municipal water company or other governmental unit operates a water distribution line within two hundred (200') feet of such property. Shallow well pumps may be authorized by the Architectural Review Board for lawn and garden use if tests indicate the water is satisfactory.

**Section 11: Drainage:** No Owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of the properties, except to the extent that such alteration and drainage pattern is approved in writing by the Architectural Review Board or the Board of Directors of the Association and except for rights reserved by the Joint Venture, its Successors and Assigns, to alter or change drainage patterns.

**Section 12: Temporary Structures:** No structure of a temporary character shall be placed upon any Residential Lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of permanent structures, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Architectural Review Board.

**Section 13: Parking:** Each Owner shall provide adequate off the street automobile parking for each Dwelling Unit constructed on the lot prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Architectural Review Board. No on the street parking will be permitted unless authorized by the Architectural Review Board.

**Section 14: Antennae:** No television antennae, dish, radio receiver or sender, or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure or property within Willbrook Plantation, nor radio or television signals nor any other form of electro magnetic radiation shall be permitted to originate from any Dwelling Unit, Residential Lot, Multi-Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel or Unsubdivided Land which may unreasonably interfere with the reception of television or radio signals upon any other of such properties except as follows: (a) provisions of this section shall not prohibit the Joint Venture from installing equipment necessary for a master antennae system, security system, cable television and mobile radio systems, or other similar systems within Willbrook Plantation; and (b) should cable television services be unavailable and good television reception not be otherwise available, an Owner may make written application to the Architectural Review Board for permission to install a television antennae, and such permission shall not be unreasonably withheld.

**Section 15: Laundry:** In order to preserve the aesthetic features of the architecture and landscaping, each Owner, his or her family, his or her guests, or his or her tenants shall not hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view nor hang laundry in full public view to dry, such as on balcony and terrace railings.

**Section 16: Noise:** No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the property or improvements and except for bells or chimes on chapels, shall be placed or used on any portion of the property. Owners shall not permit any noise or disturbance on their lots or within their Dwelling Units which tends to disturb play on golf courses located within the Properties.

**Section 17: House Numbers:** Each Dwelling shall have a house number with a design and location established by the Architectural Review Board.

**Section 18: Service Yards:** Each Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks, or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

**Section 19: Parcels:** No Residential Lot, Multi-Family Tract, or Public and Commercial Tract shall be subdivided or its

boundary lines changed, nor shall application for the same be made to Georgetown County, except with the written consent of the Joint Venture. However, the Joint Venture hereby expressly reserves to itself, its Successors or Assigns, the right to replat any lot or lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots. The provisions of this section shall not prohibit the combining of two or more contiguous lots into one larger lot. Following the combination of two or more lots into one larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these Covenants.

**Section 20: Environmental Hazards:** To secure the natural beauty of Willbrook Plantation, the Joint Venture, its Successors or Assigns, may promulgate and amend from time to time rules and regulations which shall govern activities which may, in its judgment, be environmentally hazardous, such as the applications of fertilizers and pesticides and other chemicals. Failure of any Owner or tenant of property on Willbrook Plantation to comply with the requirements of such rules and regulations shall constitute a breach of these Covenants.

**Section 21: Signs:** No signs shall be erected or maintained on or from any portion of the property except those signs approved by the Architectural Review Board or signs of the Joint Venture, its Successors and Assigns, or signs required by law.

**Section 22: Animals:** No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured within the property except that a reasonable number of common household pets such as dogs and cats may be kept in any one dwelling unit. In order to preserve the aesthetic qualities of the Common Properties and Restricted Common Properties, to maintain sanitary conditions on the property, to prevent the spread of worms and infectious diseases on the Common Properties and Restricted Common Properties, and to maintain a proper respect for other Owners and users of the Common Properties and Restricted Common Properties, each person who keeps a pet within a Dwelling Unit shall abide by the following restrictions, conditions, and affirmative obligations:

(a) No pets may be kept, bred, or maintained for any commercial purpose;



(b) The Owner of such pet or pets shall exercise best efforts not to allow the pets to excrete upon the property owned by others or the Joint Venture, or to excrete in any area within the Common Properties or Restricted Common Properties, which are regularly traversed or in which children may be expected to play;

(c) The Owner of such pet shall use a scoop or other device to clean up any defecation or solid excrement left by their pet upon the Common Properties or Restricted Common Properties, bike paths or roadways;

(d) The Owner of a pet will not allow the pet to roam unattended on the property, it being the responsibility of each pet Owner to either lease their pet or retain voice control while the pets are out of doors;

(e) The pet Owner shall muzzle any pet which consistently barks or makes noises which might be reasonably expected to disturb other Owners.

The breach of any of these five Restrictions, conditions, obligations and duties shall be a noxious and offensive activity constituting a nuisance.

Nothing herein is intended to prohibit the boarding of horses in appropriate equestrian facilities within the property or the construction and maintenance of riding trails through the Common Properties or Restricted Common Properties within the Property, the rights for which are hereby expressly reserved unto the Joint Venture.

**Section 23: Trash:** No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

**Section 24: Trailers:** No trailer, recreational vehicle, utility trailer, tent, barn, treehouse, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Storage of boat trailers and campers are permitted if adequately screened from view.

**Section 25: Firearms:** No firearms of any variety shall be discharged within the properties.

**Section 26: Reservation of Utility Easements:** The Joint Venture reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the property to erect, maintain and use poles, wires,

cables, conduits, sewers, water mains, drainage ways, pumping stations, tanks, and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antennae television service, cable television service, gas, sewer, water, security cable equipment, or other public conveniences or utilities owned, in or over those portions of the property, as may be reasonably required for utility line purposes, provided, however, that no such utility easement shall be applicable to any portion of the property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Joint Venture or (b) have been designated at the site for a building on plans which have been approved in writing by the Joint Venture. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Joint Venture. The reservations herein shall not be considered an obligation of the Joint Venture to provide or maintain any such utility or service.

**Section 27: Bridges:** The Joint Venture expressly reserves to itself, its Successors and Assigns, any other provisions in this Declaration, notwithstanding, the right to build bridges, walkways or fixed spans across any or all natural or man made canals, creeks, bike paths, or lagoons in Willbrook Plantation. Nothing in this section shall be construed as placing an affirmative obligation on the Joint Venture to provide or construct any such improvement.

**Section 28: Trespass:** Whenever the Association or the Joint Venture is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

**Section 29: Health and Fire Control:** The Joint Venture reserves unto itself, its Successors and Assigns, a perpetual, alienable and releaseable easement and right own, over and under the property to dispense pesticides and to take other action which in the opinion of the Joint Venture is necessary or desirable to control insects and vermin, to cut firebreaks and other activities which in the opinion of the Joint Venture are necessary or desirable to control fires on the property.

**Section 30: Drainage Easement:** An easement is hereby reserved by the Joint Venture and granted to the Association, its Successors and Assigns, to enter upon, across, over, in, and under any portion of the property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels

of the property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners, the Association and the Joint Venture, as applicable, to the extent possible, to prosecute such drainage work properly and expeditiously and to restore any areas affected by such work to a sightly and useable condition as soon as reasonably possible following such work.

**Section 31: Golf Course Easements:** There is hereby reserved to the Joint Venture, its Successors and Assigns, a golf course maintenance easement area on each lot or tract adjacent to any golf course located in Willbrook Plantation. This reserved easement shall permit the Joint Venture at its election to go onto any golf course maintenance easement area for the purpose of landscaping or maintaining said area. Such maintenance and landscaping may include regular removal of underbrush, trees, stumps, trash or debris, planting of grass, watering, application of fertilizer and mowing the easement area. The golf course maintenance easement area shall be limited to the portion of such lots or tracts within twenty (20') feet of the lot line or such lesser area as may be shown as a "golf course maintenance area". The Joint Venture reserved the right to waive the easement herein reserved in whole or in part in its sole discretion. The Joint Venture further reserves the right to allow an Owner to construct a dwelling over a portion of the golf course maintenance easement area in those cases where it, in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

*Article III*

**CONDITIONS, LIMITATIONS, DURATION AND VIOLATIONS OF COVENANTS**

**Section 1: Duration:** All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically, include but not be limited to the Successors and Assigns, if any, of the Joint Venture for a period of thirty (30) years from the date of this Declaration, after which time all said covenants shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of lots substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a Court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified and permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in subparagraph (a).

**Section 2: Amendment:** The Joint Venture, its Successors and Assigns, reserves the right to amend, modify, add

to, subtract from, cancel or in any way change these covenants for a period of twenty-five (25) years from the date hereof.

**Section 3: Remedies:** In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Joint Venture, the Owners, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent a violation or a breach. In addition to the foregoing, the Joint Venture shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon such property where such violation exist and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney's fees as a part of such action. Failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall be not deemed a waiver of the right of enforcement thereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.

**Section 4: Assignment:** The Joint Venture reserves the right to assign to the Willbrook Plantation Community Association, Inc. any of its rights reserved in these covenants.

**Section 5: Severability:** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**Section 6: Captions and Headings:** Captions and headings used herein are for convenience only, are not a part of these covenants and shall not be used in construing any provision hereof.

**Section 7: Pronouns:** All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, the neuter, singular or plural, as the identity of the person or entity may require.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be hereto affixed this 16th day of April, 1987.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Rhonda T. McDaniel  
James B. Moore, Jr.

LITCHFIELD-BY-THE-SEA, a Joint Venture

By: Its Managing Partner, The Litchfield Company of South Carolina Limited Partnership, A South Carolina Limited Partnership

By: Its General Partner, Litchfield Partners, A South Carolina General Partnership

By: W. M. Webster, III

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF                            )

PROBATE

PERSONALLY appeared before me Rhonda T. McDaniel and made oath that (s)he saw the within named Litchfield-By-The-Sea, a Joint Venture, by its Managing Partner, sign, seal and as its act and deed, deliver the within written General Covenants for Properties at Willbrook Plantation; and that (s)he with James B. Moore, Jr. witnessed the execution thereof.

SWORN TO before me this 16th day of April, 1987.

Rhonda T. McDaniel  
James B. Moore, Jr.  
Notary Public for South Carolina  
My Commission Expires: 8/10/91

## EXHIBIT A

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 known and designated as Lots 1 through 49 of Willbrook Plantation Country Club, Stage I as shown on a survey of Willbrook Plantation Country Club, Stage I prepared by Powers & Associates Surveyors, Inc. dated M 5, 1987 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, Willbrook Plantation Country Club Stage I, having such shape, boundaries and delineations as appears on said map; said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 within the boundaries of River Road, Tucker Point Drive, Oatland Plantation Circle, Tupelo Lane, Flat Boat Landing Landing Lane and Oatland Mill Lane as shown on a map of Willbrook Plantation Country Club, Stage I prepared by Powers & Associates Surveyors, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book 8 at Page 360 and the description of said roads being more particularly described according to said plat which plat is incorporated herein by reference.

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

FILED  
BETTY L. WILLIAMS  
CLERK  
SEP 6 10 25 AM '88  
GEORGETOWN COUNTY, S.C.

This Supplemental Declaration made as of the 6th day of September, 1988 by Litchfield-By-The-Sea, a joint venture created pursuant to the South Carolina Uniform Partnership Act, hereinafter called the Joint Venture.

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("the Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County, and

WHEREAS, the Joint Venture did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants"), and

WHEREAS, the Joint Venture seeks to subject the lands described in Exhibit A attached hereto and made a part hereof to the Declaration and the General Covenants referenced herein.

W I T N E S S E T H:

NOW THEREFORE, Litchfield-By-The-Sea, a joint venture, declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Covenants, Restrictions,

Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens as contained in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, including any Bylaws or Exhibits referenced therein, and the General Covenants for Properties at Willbrook Plantation dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 743. The real property described in Exhibit A shall be subject to the Declaration and General Covenants as if they were repeated verbatim herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 6th day of September, 1988.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Phonda M. Howell  
Charles J. McDaniel

LITCHFIELD-BY-THE-SEA,  
A JOINT VENTURE

By: Its Managing General Partner,  
The Litchfield Company of  
South Carolina Limited  
Partnership,

By: Its General Partner,  
Litchfield Partners, a  
South Carolina General  
Partnership

By: W. M. Webster, III  
W. M. Webster, III



## EXHIBIT A

All those certain parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 1-17 of Willbrook Plantation Country Club Stage II as shown on a survey of Willbrook Plantation Country Club Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988 and recorded September 2, 1988 in the Office of the Clerk of Court for Georgetown County in Slide Book 6 at Page 5 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Willbrook Plantation Country Club Stage II, having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of Tidewater Drive, Tidewater Circle, and Brick Fall Court as shown on a map of Willbrook Plantation Country Club Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988 and recorded September 2, 1988 in the Office of the Clerk of Court for Georgetown County in Slide Book 6 at Page 5, and the description of said roads being more particularly described according to said plat which plat is incorporated herein by reference.

## ALSO:

All those certain parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 18-75 of Willbrook Plantation Country Club Stage II as shown on a survey of Willbrook Plantation Country Club Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988 and recorded September 2, 1988 in the Office of the Clerk of Court for Georgetown County in Slide Book 6 at Page 6 and being more particularly described according to said map as Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75, Willbrook Plantation Country Club Stage II having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of Oatland Lake Road, Warnock Court, Black Duck Road, Lupton Lane, Tidewater Drive, Tidewater Circle, Allston Boulevard, River Road, Mill Pond Court and McLeod Court, as shown on a map of lots 18-75, Willbrook Plantation Country Club Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988 and recorded September 2, 1988 in the Office of the Clerk of Court for Georgetown County in Slide Book 6 at Page 6, and the description of said roads being more particularly described according to said plat which plat is incorporated herein by reference.

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness and  
mad oath that (s)he saw the within named corporation, sign, seal  
and as its act and deed deliver the within written Supplemental  
Declaration of Covenants and Restrictions of Willbrook Plantation  
Community Association, Inc., and that (s)he with the other  
witness subscribed above witnessed the execution thereof.

SWORN to before me this 6th day of September,  
1988.

Rhonda M. Howell

Rhonda J. McDaniel  
Notary Public for South Carolina  
My Commission Expires: 4-11-93

S. B. MFS

FILED  
BETTY L. WILLIAMS  
COSPACOS.

SEP 6 10 25 AM '88

GEORGETOWN COUNTY, S. C.

BOOK 301 PAGE 188

Wanda S. Cavett  
Deputy Corp

Waldfield Pkg. Re. Sea

Waldfield Plantation  
Community Association Inc

Recorded this 7th day of  
Sept 1988  
In Book D-1 Page 568.  
Wanda S. Cavett Deputy  
Auditor, Georgetown Co., S. C.

COUNTY PARCEL # 4-109-1

11110

01523

McNair (JBMjr/rtm)

BOOK 370 PAGE 49

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.

FEB 23 3 20 PM '90  
CLERK OF COURT  
GEORGETOWN, S.C.

This Second Supplemental Declaration made as of the 28th day of February, 1990 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Coverants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and

WHEREAS, the Joint Venture did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants"), and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership seeks to subject the lands described in Exhibit A attached hereto and made a part hereof to the Declaration and the General Covenants referenced herein.

W I T N E S S E T H:

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens as contained in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, including any Bylaws or Exhibits referenced therein, and the General Covenants for Properties at Willbrook Plantation dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 743. The real property described in Exhibit A shall be subject to the Declaration and General Covenants as if they were repeated verbatim herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 28th day of February, 1990.

Witnesses:

*James B. [unclear]*  
*Phonda M. Howell*

THE LITCHFIELD COMPANY OF  
SOUTH CAROLINA LIMITED  
PARTNERSHIP, A SOUTH CAROLINA  
LIMITED PARTNERSHIP  
By: Its General Partner,  
Litchfield Partners, a South  
Carolina General Partnership  
By: *[Signature]*  
W. M. Webster, III,  
General Partner

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF GEORGETOWN    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by W. M. Webster, III, its General Partner sign, seal and as its act and deed deliver the within written Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 28th day of February,  
1990 .

Phonda M. Howell

James B. Moore Jr.  
Notary Public for South Carolina  
My Commission Expires: 8/10/91

## EXHIBIT "A"

All those certain parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 1-46 of Willbrook Plantation Country Club Stage III as shown on a survey of Willbrook Plantation Country Club Stage III prepared by E.T.S.-Engineering and Technical Services, Inc. dated February 10, 1989 and revised January 8, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Slide 47 at Page 10 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46, Willbrook Plantation Country Club Stage III having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of Red Squirrel Lane, Summer Duck Lane, Barred Owl Drive, Sandy Meadow Drive and Oatland Lake Road (South), as shown on a map of Willbrook Plantation Country Club Stage III prepared by E.T.S.-Engineering and Technical Services, Inc. dated February 10, 1989 and revised January 8, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Slide 47 at Page 10, and the description of said roads being more particularly described according to said plat which plat is incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 containing 1.681 acres ± and designated as open area on a survey of Willbrook Plantation Country Club Stage III prepared by E.T.S.-Engineering and Technical Services, Inc. dated February 10, 1989 and revised January 8, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Slide 47 at Page 10, with open area being bounded on the North and Northwest by the right-of-way of Sandy Meadow Drive, and on the South and Southwest by the right-of-way of Oatland Lake Road, and having such shape and delineation as appears on said map, said map being incorporated herein by reference.

Being premises conveyed unto The Litchfield Company of South Carolina Limited Partnership by deed of Litchfield-By-The-Sea, a Joint Venture recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.



BOOK 370 PAGE 54

600

MFD

FILED  
ETHEL WILLIAMS  
COCHESS.

FEB 23 3 29 PM '90

DE KEEPER COUNTY, S.C.

FILED

*M. L. ...*

*A-407-1*

*Filed*

*SE 23*

*William Part*

Recorded this 27th day of  
March A. D. 1924  
In Book \_\_\_\_\_ Page \_\_\_\_\_  
*Charles L. Williams*  
Auditor, Georgetown Co. S. C.

*msd*  
COUNTY PARCEL . A-407-1

406 at 191

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

FILED  
BETTY L. WILLIAMS  
CCCP & SS  
90 DEC - 7 PM 3:27  
GEORGETOWN COUNTY, S.C.  
BOOK PAGE

This Third Supplemental Declaration made as of the of December, 1990 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and

WHEREAS, the Joint Venture did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants"), and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership changed the property lines to some of the property previously submitted to the Declaration and desires to further supplement the Declaration by this Third Supplemental Declaration to include any additional properties resulting from the change in said lot lines; and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

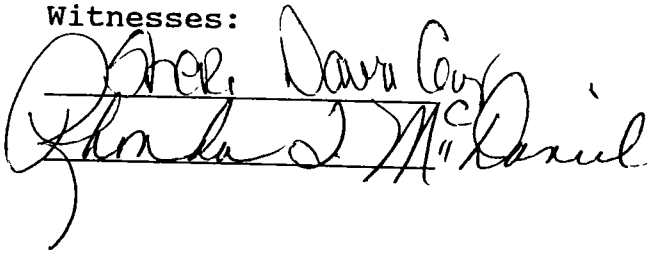
W I T N E S S E T H:

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens as contained in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated April 16, 1987 and recorded May 12, 1987 in

the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, including any Bylaws or Exhibits referenced therein, and the General Covenants for Properties at Willbrook Plantation dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 743. The real property described in Exhibit A shall be subject to the Declaration and General Covenants as if they were repeated verbatim herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 7th day of December 1990.

Witnesses:

  
The image shows two handwritten signatures in black ink. The first signature is written over a horizontal line and appears to be "John D. [unclear]". The second signature is written below the first and appears to be "John D. [unclear]".

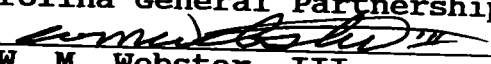
THE LITCHFIELD COMPANY OF  
SOUTH CAROLINA LIMITED  
PARTNERSHIP, A SOUTH CAROLINA  
LIMITED PARTNERSHIP  
By: Its General Partner,  
Litchfield Partners, a South  
Carolina General Partnership  
BY   
W. M. Webster, III,  
General Partner



EXHIBIT A

All those certain parcels or lots of land situated, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 1-49 of Willibrook Plantation Country Club Stage I as shown on a survey of Willibrook Plantation Country Club Stage I prepared by Wendell C. Powers, R.L.S., dated April 15, 1987, as revised, and recorded on March 1, 1990 in the office of the Clerk of Court for Georgetown County in Slide 48 at page 3 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, and 49, Willibrook Plantation Country Club Stage I, having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situated, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 within the boundaries of the rights-of-way of River Road, Tucker Point Drive, Oatland Plantation Circle, Tupelo Lane, Flat Boat Landing Lane and Oatland Mill Lane as shown on a map of Willibrook Plantation Country Club, Stage I prepared by Wendell C. Powers, R.L.S., dated April 5, 1987, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at page 3 and the description of said road rights-of-way being more particularly described according to said plat which plat is incorporated herein by reference.

ALSO:

All those certain pieces, parcels or lots of land situated, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 1-17 of Willibrook Plantation Country Club Stage II as shown on a survey of Willibrook Plantation Country Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at page 4 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Willibrook Plantation Country Club Stage II, having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of the rights-of-way of Tidewater Drive, Tidewater Circle, and Brick Fall Court as shown on a map of Willibrook Plantation Country Club Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the office of the Clerk of Court for Georgetown County in Slide 48 at page 4, and the description of said road right-of-

ways being more particularly described according to said plat which plat is incorporated herein by reference.

ALSO

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 18-75 of Willbrook Plantation Country Club Stage II as shown on a survey of Willbrook Plantation Country Stage II prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at page 5 and being more particularly described according to said map as Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75, Willbrook Plantation Country Club Stage II, having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of the rights-of-way of Oatland Lake Road, Warnock Court, Black Duck Road, Lupton Lane, Tidewater Drive, Tidewater Circle, Allston Boulevard, River Road, Mill Pond Court and McLeod Court, as shown on a Survey of Lots 18-75 of Willbrook Plantation Country Club Stage II, prepared by Wendell C. Powers, R.L.S., dated August 10, 1988, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 48 at page 5, and the description of said road right-of-ways being more particularly described according to said plat which plat is incorporated herein by reference.

ALSO:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 known and designated as Lots 1-46 of Willbrook Plantation Country Club Stage III as shown on a survey of Willbrook Plantation Country Stage III prepared by E.T.S. - Engineering and Technical Services, Inc. dated February 10, 1989, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 67 at page 1 and being more particularly described according to said map as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, Willbrook Plantation Country Club Stage III, having such shape, boundaries and delineations as appears on said map, said map being incorporated herein by reference.

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of the rights-of-way of River Road, Tucker Point Drive, Oatland Lake Road (South), Sandy Meadow Drive, Barred Owl Drive, Summer Duck Lane, and Red Squirrel Lane as shown on a Survey of Lots 1-46 of Willbrook Plantation Country Club Stage III, prepared by E.T.S. - Engineering and Technical Services, Inc. dated February 10, 1989, as revised, and recorded in the Office of the Clerk of Court for Georgetown County in Slide 67 at page 1, and the description of said road rights-of-way being more particularly described according to said plat which plat is incorporated herein by reference.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 within the boundaries of the right-of-way of Allston Boulevard from the intersection of the right-of-way of Allston Boulevard and the right-of-way of U. S. Highway 17 and running in a general westerly direction to the intersection of the right-of-way of Allston Boulevard and the right-of-way of Tidewater Drive, said Parcel having such bearings, courses and distances as is more fully and in detail shown on Sheet 3 of a map of Willbrook Plantation Golf Course dated October 25, 1990, prepared by E.T.S.- Engineering and Technical Services, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Slide 69 at Page 4, which map is incorporated herein by reference as a part and parcel hereof.

The property described above being a portion of premises conveyed to Grantor herein by deed of Litchfield-By-The-Sea, a Joint Venture, by deed dated December 30, 1988 and recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.



3509

11 (Lack Note)

BOOK 425 PAGE 42

Re-record to correct title of document.

3433

BOOK 435 PAGE 109

FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

re-record

FILED BETTY L. WILLIAMS CLERK OF COURT

91 JUL 25 PM 4:36

REC'D - GEORGETOWN COUNTY, S.C. BOOK PAGE

REC'D - GEORGETOWN COUNTY, S.C. BOOK PAGE

91 MAY -2 AM 10:21

FILED BETTY L. WILLIAMS CLERK OF COURT

This First Amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "First Amendment") made as of the 26th day of April, 1991 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

WITNESSETH:

WHEREAS, Litchfield-By-The-Sea, a Joint Venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301, at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and

further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration, as amended, by the First Supplemental Declaration, the Second Supplemental Declaration and the Third supplemental Declaration; and

WHEREAS, ~~in~~ Article VIII, Section 2 of the Declaration the Partnership reserved the right to unilaterally amend the Declaration until January 1, 2015; and

WHEREAS, the Partnership desires to exercise said right and to amend Article V, Section 9 and to restate the same as hereinafter set forth.

NOW THEREFORE, The Partnership amends the Declaration (as supplemented by the First Supplemental Declaration, the Second Supplemental Declaration and the Third Supplemental Declaration) as follows:

Article VIII, Section 9 is hereby amended and restated to read as follows:

Section 9: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of the Association:

If the assessment is not paid on or before the past due date specified in Section 3(d) hereof, then such assessment shall become delinquent and shall (together with interest thereon at the rate of one and one-half (1½%) percent per month from the due date and all costs of collection thereof including a reasonable attorney's fee) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, at the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property or both. Upon the exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same through foreclosure. In either event all costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In the event a judgment is obtained such judgment shall include interest on the assessment at the rate of eighteen (18%) percent per annum or the maximum lawful rate on such judgments.

In addition to the rights of actions set forth above, the Board of the Association may suspend the membership rights of any Member during the period when the assessment remains unpaid. Upon payment of such assessment, the Owner's rights and privileges shall be automatically restored. This provision shall not empower the Board to suspend the rights to use the roads within the Property.

Except as amended by this First Amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Partnership has executed this First Amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. the day and year set forth above.

Witnesses:

*J. Russen Campbell*  
*Parola D. Tyler*

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP, A SOUTH CAROLINA LIMITED PARTNERSHIP  
By: Its General Partner, Litchfield Partners, a South Carolina General Partnership

By: Litchfield Enterprises, Inc.  
By: *Douglas D. Richardson*  
Douglas D. Richardson  
President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by its General Partner, Litchfield Partners, a South Carolina General Partnership, by Litchfield Enterprises, Inc., by Douglas D. Richardson, its President, sign, seal and as its act and deed deliver the within written First Amendment to Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 26<sup>th</sup> day of April, 1991.

*Parola D. Tyler*  
Notary Public for South Carolina  
My Commission Expires: 2-10-97

*J. Russen Campbell*

FILED  
DETTY L WILLIAMS  
CLERK OF COURTS  
91 JUL 25 PM 4:54  
GEORGETOWN COUNTY, SC  
LOOK PAGE

1990

FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.

This Fifth Supplemental Declaration made as of the 28 day of July, 1991 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration

of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Amendment to Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration referenced herein.

W I T N E S S E T H:

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Covenants, Restrictions, Conditions, Easements, Charges, Assessments, Affirmative Obligations and Liens as contained in the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book

246 at Page 758, including any Bylaws or Exhibits referenced therein. The real property described in Exhibit A shall be subject to the Declaration as if they were repeated verbatim herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 23rd day of July, 1991.

Witnesses:

Rhonda M. Howell  
Rhonda M. Howell

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP, A SOUTH CAROLINA LIMITED PARTNERSHIP  
By: Its General Partner, Litchfield Partners, a South Carolina General Partnership

By: Litchfield Enterprises, Inc.

By: Douglas D. Richardson  
Douglas D. Richardson  
President

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its General Partner, Litchfield Partners, a South Carolina General Partnership by Litchfield Enterprises, Inc., by Douglas D. Richardson, President, execute the foregoing Fifth Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Rhonda M. Howell

SWORN to before me this 23rd day of July, 1991.

Rhonda M. Howell (L.S.)  
Notary Public for S. C.  
My Commission Expires: 4-11-93

## EXHIBIT A

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 containing 4.66 acres as shown on a boundary survey for the Board of Trustees of Saint Paul's Waccamaw United Methodist Church dated May 29, 1991, prepared by E.T.S-Engineering and Technical Services, Inc. recorded in the Office of the Clerk of Court for Georgetown County in Slide 83 at Page 10, and having such metes, bounds, courses and distances as shown on said map which map is incorporated herein by reference.



5121

**SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.**

FILED  
BETTY L. WILLIAMS  
CCCP & GS  
92 JUN 12 AM 10:48  
GEORGETOWN COUNTY, S.C.  
BOOK PAGE

This Sixth Supplemental Declaration made as of the 27th day of May, 1992 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

**W I T N E S S E T H:**

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration

of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration") and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants"); and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in

Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented. The real property described in Exhibit A shall be subject to the Declaration as amended or supplemented and the General Covenants as amended or supplemented as if they were repeated verbatim herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 27 day of May, 1992.

Witnesses:

Peggy Luse  
Meg Taylor

**THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP**

By: Litchfield Enterprises, Inc., a General Partner of the Sole General Partner of The Litchfield Company of South Carolina Limited Partnership

By: Douglas D. Richardson  
President

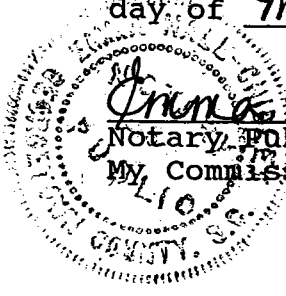
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Sixth Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

*[Handwritten Signature]*  
\_\_\_\_\_

SWORN to before me this 27  
day of May, 1992.



*Emma Hall-Chidley* (L.S.)  
Notary Public for S. C.  
My Commission Expires: 8/14/2001

## EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District #4 containing 6,063 square feet, more or less, as shown on that certain "Survey of Lot 7 and Revised Lot 8 and 9, Stage III, Willbrook Plantation, at Willbrook Plantation Country Club, Georgetown County, South Carolina for Litchfield Company of South Carolina" prepared by ETS-Engineering & Technical Services, Inc., dated April 30, 1992 and recorded in the Office of the Clerk of Court for Georgetown County in Slide 100 at Page 4A, and being more particularly described according to said map as follows: Commencing at the northernmost point at a common corner with Lot 8, Stage III, Willbrook Plantation, thence running S 14° 10' 5" E 190.66 feet to an iron; thence running S 4° 20' 27" E 46.60 feet to an iron; thence turning and running N 88° 5' 38" W 86.77 feet to an iron; thence turning and running N 45° 34' 33" E along the arc of a curve to the right, said curve having a radius of 20 feet, a length of 18.76 feet and a chord of 18.08 feet to an iron; thence running N 48° 23' 43" E along the arc of a curve to the left, said curve having a radius of 50 feet; a length of 41.98 feet; and a chord of 40.76 feet to an iron; thence running N 10° 12' 46" E along the arc of a curve to the left, said curve having a radius of 50 feet; a length of 24.66 feet and a chord of 24.41 feet to an iron; thence running N 3° 54' 47" W 25' to an iron; thence running N 3° 53' 29" W 140.08 feet to an iron, which iron marks the point of beginning.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Litchfield-By-The-Sea, a Joint Venture by deed dated and recorded December 30, 1988 in Deed Book 317 at page 166.

MCNAIR & SANFORD, P.A.  
James B. Moore, Jr.(rtm)

522 at 4

**SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.**

FILED  
BETTY L. WILLIAMS  
CCOP & GS  
93 MAY 27 PM 12:12  
GEORGETOWN COUNTY, S.C.  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ 24th

This Seventh Supplemental Declaration made as of the \_\_\_\_\_ day of May, 1993 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

**W I T N E S S E T H:**

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration

of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants"); and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of

Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 24 day of May, 1993.

Witnesses:

Meg Wiley  
Sherry Parker

THE LITCHFIELD COMPANY OF SOUTH  
CAROLINA LIMITED PARTNERSHIP

By its sole General Partner:  
Litchfield Enterprises, Inc.

By: Douglas D. Richardson  
Title: President



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Seventh Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Meg Mitea

SWORN to before me this 24  
day of May, 1993.

Irma Hall-Chidley (L.S.)  
Notary Public for S. C.  
My Commission Expires: 8/14/2001

EXHIBIT "A"

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District 4 designated as **Tracts A, B & C containing in total 9.180 acres, more or less**, as shown on a map entitled "**Boundary Survey of Oak Point**", dated July 8, 1992, prepared by ETS - Engineering and Technical Services, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Slide 115 at Page 6, said tract of land having such metes, bounds, courses and distances as will more fully appear by reference to the aforesaid map which is incorporated herein and made a part hereof.

Being premises conveyed by Litchfield-By-The-Sea, a Joint Venture to The Litchfield Company of South Carolina Limited Partnership by deed recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

FILED  
SETTY L. WILLIAMS  
COOP & CS  
93 DEC 30 PM 4:05  
BOOK PAGE

**EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.**

This Eighth Supplemental Declaration made as of the ~~30~~<sup>30</sup><sup>TH</sup> day of December, 1993 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

**W I T N E S S E T H:**

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration

of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 24, 1993 and recorded May 27, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 522 at Page 6 (the "Seventh Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants") dated

April 16, 1987 and recorded May 12, 1987 in Deed Book 246 at Page 743; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A (the "Property") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 30<sup>TH</sup> day of December, 1993.

Witnesses:

Vickie D. Wilson   
 James B. D. ...

**THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP**

By its sole General Partner:  
Litchfield Enterprises, Inc.

By:  D. J. Mahon, Jr.   
Title:  Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Eighth Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Vickie D. Wilson

SWORN to before me this 30th  
day of December, 1993.

James B. M... (L.S.)  
Notary Public for S. C.  
My Commission Expires:

## EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being described as Phase I, containing 5.495 acres on that certain boundary survey for Allston Point, located at Willbrook Plantation, Litchfield Beach, S.C., as shown on that certain plat prepared for Seacoast Properties, Inc. dated December 21, 1993 and recorded December 30, 1993 in the Office of the Clerk of Court for Georgetown County in Slide 31 at Page 9.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Litchfield-By-The-Sea, a Joint Venture by deed dated and recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

*M. L. Williams*

ORIGINAL

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NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

FILED  
L. WILLIAMS  
CCOP & OS  
94 OCT 17 PM 4:45  
SOUTH CAROLINA  
CLERK OF COURT  
GEORGETOWN COUNTY  
PAGE 175

This Ninth Supplemental Declaration made as of the 17th day of October, 1994 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration



of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 24, 1993 and recorded May 27, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 522 at Page 6 (the "Seventh Supplemental Declaration"); and as amended by that certain Eighth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 30, 1993 and recorded December 30, 1993 in the

Office of the Clerk of Court for Georgetown County in Deed Book 553 at Page 140 (the "Ninth Supplemental Declaration") and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants") dated April 16, 1987 and recorded May 12, 1987 in Deed Book 246 at Page 743; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A (the "Property") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.



## EXHIBIT "A"

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 containing 750 square feet, more or less, and designated as the Dotted Area in Detail 1 on a map entitled "Revised Boundary Survey of Allston Point for Seacoast Properties, Inc." located at Willbrook Plantation, Litchfield Beach, S.C. dated June 27, 1994 and prepared by E.T.S-Engineering and Technical Services, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Slide 155 at Page 5 and being more particularly described according to said map as follows: Commencing at a point located on the boundary between Phase I and Phases II and III of Allston Point; thence running N 21° 36' 35" E 45' to a point; thence turning and running S 88° 23' 25" E 70' to a point; thence running S 21° 36' 35" W 45' to a point; thence turning and running N 68° 23' 25" W 5' to a point; thence turning and running N 21° 36' 35" E 40' to a point; thence turning and running N 68° 23' 25" W 60' to a point; thence turning and running S 21° 36' 35" W 40' to a point; thence turning and running N 68° 23' 25" W 5' to a point which point marks the point of beginning. All of which will more fully and in detail appear by reference to the aforesaid map which map is incorporated herein by reference.

## ALSO:

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina in Tax District Number 4 containing 304.01 square feet, more or less, and designated as the Dotted Area in Detail 2 on a map entitled "Revised Boundary Survey of Allston Point for Seacoast Properties, Inc." located at Willbrook Plantation, Litchfield Beach, S.C. dated June 27, 1994 and prepared by E.T.S-Engineering and Technical Services, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Slide 155 at Page 6 and being more particularly described according to said map as follows: Commencing at a point on the boundary line separating Phase I from Phases II and III of Allston Point; thence running S 61° 22' 16" E along the arc of a curve to the left, said curve having a radius distance of 145', a length of 24.91' and a chord distance of 24.88' to a point; thence running S 66° 17' 32" E 82.26' to a point; thence turning and running N 69° 22' 31" W 89.68' to a point; thence running N 60° 10' 52" W along the arc of a curve to the right, said curve having a radius distance of 150', length of 17.42' and a chord distance of 17.41' to a point; thence running N 21° 36' 35" E 5.11' to a point which point marks the point of beginning. All of which will more fully and in detail appear by reference to the aforesaid map which map is incorporated herein by reference.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Litchfield-By-The-Sea, a Joint Venture by deed dated and recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

2674

4243

McGair (ntm)  
BOOK 630 PAGE 325

BOOK 622 PAGE 28

Re-record to correct Phase # in Exhibit A.

TENTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

This Tenth Supplemental Declaration made as of the 31st day of March, 1995 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

FILED  
BETTY L. WILLIAMS  
CCCP & SS

95 MAY 23 AM 11:05  
GEORGETOWN COUNTY, SC.

BOOK PAGE

BOOK PAGE

95 APR 4 AM 11:51

FILED  
BETTY L. WILLIAMS  
CCCP & SS

WITNESSETH:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7,

1990 in the Office of the Clerk of Court for Georgetown County Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 24, 1993 and recorded May 27, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 522 at Page 6 (the "Seventh Supplemental Declaration"); and as amended by that certain Eighth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 30, 1993 and recorded December 30, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 553 at Page 140 (the "Eighth Supplemental Declaration"); as amended by that certain Ninth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc.

dated October 6, 1994 and recorded October 17, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 596 at page 175 (the "Ninth Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants") dated April 16, 1987 and recorded May 12, 1987 in Deed Book 246 at Page 743; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A (the "Property") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 31st day of March, 1995.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

*Glenda McDaniel*  
*James B. Brown Jr.*

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By its sole General Partner: Litchfield Enterprises, Inc.

By: *R. McDaniel*  
Title: *President*

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Tenth Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

*Glenda J. McDaniel*

SWORN to before me this 31st day of March, 1995.

*James B. Brown Jr.* (L.S.)  
Notary Public for S. C.  
My Commission Expires: 3/25/2001



## EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being described as Phase II, containing 6.93 acres as shown on that certain "Boundary Map of Phase II Allston Point for Seacoast Properties formerly Community I Located in Willbrook Plantation Georgetown County, South Carolina", dated March 23, 1995 and recorded April 4, 1994 in the Office of the Clerk of Court for Georgetown County in Slide 167 at Page 8. All of which will more fully and in detail appear by reference to said map which is incorporated herein by reference thereto.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership by deed of Litchfield-By-The-Sea, a Joint Venture recorded December 30, 1988 in Deed Book 317 at page 166.

Return to: McNeil Law Firm (rtm)  
706/45

**ELEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS OF WILLBROOK PLANTATION  
COMMUNITY ASSOCIATION, INC.**

This Eleventh Supplemental Declaration made as of the 28th day of June, 1996 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

**W I T N E S S E T H:**

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed

FILED  
BETTY L. WILLIAMS  
C.C.C.P. & G.S.  
JUN 29 1996  
9 56 AM - 1 PM 4:54  
S.C.  
GEORGETOWN COUNTY  
BOOK PAGE

Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 24, 1993 and recorded May 27, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 522 at Page 6 (the "Seventh Supplemental Declaration"); and as amended by that certain Eighth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 30, 1993 and recorded December 30, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 553 at Page 140 (the "Eighth Supplemental Declaration"); as amended by that certain Ninth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated October 6, 1994 and recorded October 17, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 596 at

page 175 (the "Ninth Supplemental Declaration"); as amended by that certain Tenth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated March 31, 1995, recorded on April 4, 1995 in the Office of the R.M.C. for Georgetown County in Deed Book 622 at page 28 and re-recorded on May 23, 1995 in Deed Book 630 at page 325 (the "Tenth Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants") dated April 16, 1987 and recorded May 12, 1987 in Deed Book 246 at Page 743; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants, and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A (the "Property") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its seal to be heretofore affixed this 28th day of June, 1996.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Rhonda M. Howell  
Rhonda J. McDaniel

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By its sole General Partner:  
Litchfield Enterprises, Inc.

By: [Signature]  
Title: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership, by its duly authorized officer, execute the foregoing Eleventh Supplemental Declaration of Covenants and Restrictions for Willbrook Plantation Community Association, Inc. and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Rhonda M. Howell

SWORN to before me this 28th day of June, 1996

[Signature] (L.S.)  
Notary Public for S.C.  
My Commission Expires: 2-26-2003

EXHIBIT A

ALL AND SINGULAR, all that certain piece, parcel or lot of land situate, lying and being described as Phase III, containing 5.44 acres as shown on that certain "Boundary Plat of Phase III Allston Point at Willbrook Plantation Located in Georgetown County, South Carolina Prepared for Seacoast Properties, Inc.", dated June 25, 1996, prepared by Culler Land Surveying Co., Inc. and recorded July 1, 1996 in the Office of the RMC for Georgetown County in Slide \_\_\_\_\_ at Page \_\_\_\_\_. All of which will more fully and in detail appear by reference to said map which is incorporated herein by reference thereto.

SAVING AND EXCEPTING THEREFROM 232.39 square feet (0.01 acre) as shown on "Revised Boundary Survey of Allston Point for Seacoast Properties, Inc. Located at Willbrook Plantation, Litchfield Beach, S. C.", dated June 27, 1994, prepared by ETS-Engineering and Technical Services, Inc. and recorded in the Office of the RMC for Georgetown County in Slide 155 at page 5 and being a portion of premises previously conveyed to Seacoast Properties, Inc. by deed of The Litchfield Company of South Carolina Limited Partnership recorded December 30, 1993 in Deed Book 553 at page 148.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Litchfield-By-The-Sea, a Joint Venture by deed dated and recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

McKain (r/m)

TWELFTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

This Twelfth Supplemental Declaration made as of the 8th day of August, 1997 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

00023395  
RECORDED 08/11/1997 12:52P  
Bk:796 Pg:334 Pages:7  
Fee:13.00 State:0.00  
County:0.00 Trans:0.00  
Georgetown County, SC  
Ruby Ann Moore, Clerk of Court

W I T N E S S E

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County Deed

Book 406 at Page 191 ("Third Supplemental Declaration"); and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. recorded on May 2, 1991 in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated July 23, 1991 and recorded July 25, 1991 in the Office of the Clerk of Court for Georgetown County in Deed Book 435 at Page 114 (the "Fifth Supplemental Declaration"); and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 27, 1992 and recorded June 12, 1992 in the Office of the Clerk of Court for Georgetown County in Deed Book 475 at Page 236 (the "Sixth Supplemental Declaration"); and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated May 24, 1993 and recorded May 27, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 522 at Page 6 (the "Seventh Supplemental Declaration"); and as amended by that certain Eighth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 30, 1993 and recorded December 30, 1993 in the Office of the Clerk of Court for Georgetown County in Deed Book 553 at Page 140 (the "Eighth Supplemental Declaration"); as amended by that certain Ninth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated October 6, 1994 and recorded October 17, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 596 at



conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.

EXHIBIT "A"

All that certain piece, parcel or tract of land situate, lying and being in Tax District No. 4, Litchfield Beach, Georgetown County, South Carolina consisting of approximately 29,000 square feet, more or less, and being more particularly shown on a revised subdivision map of Lots 23A, 24A, 24B, 25, 35 - 39, Stage III, Phase I, Willbrook Plantation prepared by ETS-Engineering and Technical Services, Inc. for The Litchfield Company of South Carolina, a Limited Partnership dated May 5, 1997 and recorded in the R.M.C. Office for Georgetown County in Plat/Slide 237 at Page 8, and being more particularly described as follows: Commencing at a point which is southwest of the seventh fairway, thence turning and running S 75° 34' 27" E for a distance of 245.37'; thence turning and running S 48° 40' 47" W for a distance of 186.11'; thence turning and running S 16° 39' 8" W for a distance of 125.22'; thence turning and running S 39° 48' 30" W for a distance of 70.30'; thence turning and running S 88° 18' 29" W for a distance of 30.04'; thence turning and running N 75° 10' 4" W for a distance of 57.25'; thence turning and running S 43° 0' 20" W for a distance of 65.38'; thence turning and running S 43° 0' 20" W for a distance of 42.35'; thence running S 43° 0' 20" W for a distance of 120.29'; thence turning and running S 43° 0' 20" W for a distance of 10.55'; thence turning and running N 29° 4' 38" W for a distance of 194.35' to the point of beginning, all measurements being a little more or less, as will more fully and in detail appear by reference to the aforesaid map which is incorporated herein and made a part and parcel hereof.

Being a portion of premises conveyed unto The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by Litchfield-By-The-Sea, a Joint Venture by deed dated and recorded December 30, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 317 at Page 166.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GEORGETOWN ) **THIRTEENTH SUPPLEMENTAL  
 DECLARATION OF COVENANTS AND  
 RESTRICTIONS OF WILLBROOK PLANTATION  
 COMMUNITY ASSOCIATION, INC.**

This Thirteenth Supplemental Declaration made as of the 1st day of June, 2001 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership formed under the South Carolina Limited Partnership Act, hereinafter called the "Declarant".

WITNESSETH:

WHEREAS, Litchfield-By-The-Sea, a joint venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the R.O.D. Office for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the R.O.D. Office for Georgetown County in Deed Book 301 at Page 184; and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Second Supplemental Declaration") dated February 28, 1990 and recorded February 28, 1990 in the R.O.D. Office for Georgetown County in Deed Book 370 at Page 49; and further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Third Supplemental Declaration") dated December 7, 1990 and recorded December 7, 1990 in the R.O.D. Office for Georgetown County in Deed Book 406 at Page 191; and further supplemented by that certain Fourth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Fourth Supplemental Declaration") recorded on May 2, 1991 in the R.O.D. Office for Georgetown County in Deed Book 425 at Page 42; and further supplemented by that certain Fifth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Fifth Supplemental Declaration") dated July 23, 1991 and recorded July 25, 1991 in the R.O.D. Office for Georgetown County in Deed Book 435 at Page 114; and further supplemented by that certain Sixth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Sixth Supplemental Declaration") dated May 27, 1992 and recorded June 12, 1992 in the R.O.D. Office for Georgetown County in Deed Book 475 at Page 236; and further supplemented by that certain Seventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Seventh Supplemental Declaration") dated May 24, 1993 and recorded May 27, 1993 in the R.O.D. Office for Georgetown County in Deed Book 522 at Page 6; and as amended by that certain Eighth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Eighth Supplemental Declaration") dated December 30, 1993 and recorded December 30, 1993 in the R.O.D. Office for Georgetown County in Deed Book 553 at Page 140; as amended by that certain Ninth Supplemental Declaration of Covenants and

Georgetown: 75163

~~GEORGETOWN COUNTY PARCEL #~~

PTA

Restrictions of Willbrook Plantation Community Association, Inc. ("Ninth Supplemental Declaration") dated October 6, 1994 and recorded October 17, 1994 in the R.O.D. Office for Georgetown County in Deed Book 596 at Page 175; as amended that certain Tenth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Tenth Supplemental Declaration") dated March 31, 1995 and recorded April 4, 1995 in the R.O.D. Office for Georgetown County in Deed Book 662 at Page 28, and re-recorded on May 23, 1995 in Deed Book 630 at Page 325; as amended by that certain Eleventh Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Eleventh Supplemental Declaration") dated June 28, 1996 and recorded July 1, 1996 in the R.O.D. Office for Georgetown County in Deed Book 706 at Page 45; and further supplemented by that certain Twelfth Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("Twelfth Supplemental Declaration") dated August 8, 1997 and recorded August 11, 1997 in the R.O.D. Office for Georgetown County in Deed Book 796 at Page 334; and

WHEREAS, Litchfield-By-The-Sea did further make and declare certain properties to be subject to the General Covenants for Properties at Willbrook Plantation (the "General Covenants") dated April 16, 1987 and recorded May 12, 1987 in Deed Book 246 at Page 743; and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988; and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration and the General Covenants; and

WHEREAS, the Partnership further seeks to subject additional property to the Declaration and the General Covenants referenced herein.

NOW THEREFORE, The Litchfield Company of South Carolina Limited Partnership declares that the real property described in Exhibit A, (the "Property") is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration as amended and supplemented as hereinabove stated, and the General Covenants as amended or supplemented, all of which shall be covenants running with the title to the Property.

[SIGNATURE PAGE ATTACHED]

WITNESS our hands and seals the date and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Phonda M. Howell  
Jeanne Blatin

**THE LITCHFIELD COMPANY OF SOUTH  
CAROLINA LIMITED PARTNERSHIP**

By its sole General Partner:  
Litchfield Enterprises, Inc.

By: DG Mahon III (SEAL)  
Title: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 1st day of June, 2001 by The Litchfield Company of South Carolina Limited Partnership, a South Carolina limited partnership, by its sole general partner, Litchfield Enterprises, Inc., by DG Mahon, III, its President.

Jeanne Blatin (L.S.)  
Notary Public for S.C.  
My Commission Expires: 8-21-06

**EXHIBIT A**  
**(Legal Description)**

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina designated as Lots 1, 2 and 3 on a map entitled "Subdivision Plat of Willbrook DU Tract" prepared for The Litchfield Company of South Carolina Limited Partnership by Survey Technology, Inc., said map being dated October 19, 2000 and recorded in the R.O.D. Office for Georgetown County in Slide 391 at Page 8, said property having such metes, bounds, courses and distances as will more fully appear by reference to the aforesaid map which map is incorporated herein by reference.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina within the right-of-way of Fox Squirrel Court as shown on that certain map entitled "Subdivision Plat of Willbrook DU Tract" prepared for The Litchfield Company of South Carolina Limited Partnership by Survey Technology, Inc., said map being dated October 19, 2000 and recorded in the R.O.D. Office for Georgetown County in Slide 391 at Page 8, said property having such metes, bounds, courses and distances as will more fully appear by reference to the aforesaid map which map is incorporated herein by reference.

ALSO:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina designated as Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 on a map entitled "Subdivision Plat of Willbrook DU Tract Phase II" prepared for The Litchfield Company of South Carolina Limited Partnership by Survey Technology, Inc., said map being dated February 26, 2001 and recorded in the R.O.D. Office for Georgetown County in Slide 391 at Page 9, said property having such metes, bounds, courses and distances as will more fully appear by reference to the aforesaid map which map is incorporated herein by reference.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina within the right-of-way of Wood Duck Court as shown on that certain map entitled "Subdivision Plat of Willbrook DU Tract Phase II" prepared for The Litchfield Company of South Carolina Limited Partnership by Survey Technology, Inc., said map being dated February 26, 2001 and recorded in the R.O.D. Office for Georgetown County in Slide 391 at Page 9, said property having such metes, bounds, courses and distances as will more fully appear by reference to the aforesaid map which map is incorporated herein by reference.

McNair 5473

000007595 09:33:15AM  
RECORDED 06/04/2001  
BK:01186 PG:00094 Pages:5  
Fee:10.00 State:0.00  
County:0.00  
Georgetown County, SC  
Registrar of Deeds

Wanda S. Cavetta

RECORDED ON THE 14<sup>th</sup> DAY  
OF June A.D. 20 01  
Wanda S. Cavetta  
AUDITOR, GEORGETOWN CO., SC

425 at 42

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

FILED  
BETTY L. WILLIAMS  
CORP & ASSOC  
91 MAY -2 AM 10:21  
GEORGETOWN COUNTY, S.C.  
BOOK PAGE

This First Amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "First Amendment") made as of the 26<sup>th</sup> day of April, 1991 by The Litchfield Company of South Carolina Limited Partnership, a limited partnership created pursuant to the South Carolina Uniform Limited Partnership Act, (hereinafter called the "Partnership").

W I T N E S S E T H:

WHEREAS, Litchfield-By-The-Sea, a Joint Venture formed under the Uniform Partnership Act of South Carolina, and the Willbrook Plantation Community Association, Inc., a South Carolina non-profit, non-stock corporation did make and declare that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") dated April 16, 1987 and recorded May 12, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 246 at Page 758, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. ("First Supplemental Declaration") dated September 6, 1988 and recorded September 6, 1988 in the Office of the Clerk of Court for Georgetown County in Deed Book 301 at Page 184, and further supplemented by that certain Second Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated February 28, 1990 and recorded February 28, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 370 at Page 49 ("Second Supplemental Declaration"); and



further supplemented by that certain Third Supplemental Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. dated December 7, 1990 and recorded December 7, 1990 in the Office of the Clerk of Court for Georgetown County in Deed Book 406 at Page 191 ("Third Supplemental Declaration"); and

WHEREAS, Litchfield-By-The-Sea was liquidated on December 30, 1988, and

WHEREAS, Partnership succeeded to the ownership of all property of Litchfield-By-The-Sea including all easements, reservations and rights reserved in the Declaration, as amended, by the First Supplemental Declaration, the Second Supplemental Declaration and the Third supplemental Declaration; and

WHEREAS, in Article VIII, Section 2 of the Declaration the Partnership reserved the right to unilaterally amend the Declaration until January 1, 2015; and

WHEREAS, the Partnership desires to exercise said right and to amend Article V, Section 9 and to restate the same as hereinafter set forth.

NOW THEREFORE, The Partnership amends the Declaration (as supplemented by the First Supplemental Declaration, the Second Supplemental Declaration and the Third Supplemental Declaration) as follows:

Article VIII, Section 9 is hereby amended and restated to read as follows:

IN WITNESS WHEREOF, the Partnership has executed this First Amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. the day and year set forth above.

Witnesses:

*J. Russen Temple*  
*Parola D. Tyler*

THE LITCHFIELD COMPANY OF  
SOUTH CAROLINA LIMITED  
PARTNERSHIP, A SOUTH CAROLINA  
LIMITED PARTNERSHIP  
By: Its General Partner,  
Litchfield Partners, a South  
Carolina General Partnership

By: Litchfield Enterprises,  
Inc.

By: *Douglas D. Richardson*  
Douglas D. Richardson  
President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named The Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership by its General Partner, Litchfield Partners, a South Carolina General Partnership, by Litchfield Enterprises, Inc., by Douglas D. Richardson, its President, sign, seal and as its act and deed deliver the within written First Amendment to Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 26<sup>th</sup> day of April, 1991.

*Parola D. Tyler*  
Notary Public for South Carolina  
My Commission Expires: 2-10-97

*J. Russen Temple*

RESOLUTION OF THE MEMBERS OF THE  
WILLBROOK PLANTATION COMMUNITY ASSOCIATION, INC.

At a duly called special meeting of the members of Willbrook Plantation Community Association, Inc., a South Carolina non-profit corporation (the "Association"), the members adopted the following resolutions:

Amendment of Declaration of Covenants and Restrictions

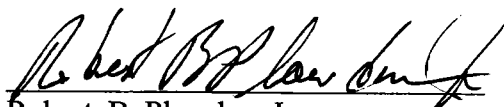
RESOLVED, that the following amendment to the Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc. (the "Declaration") is adopted hereby; provided that the Board of Directors may abandon such amendment if any member of the Association gives notice of his intent to assert dissenters' rights with respect to the amendment:

Section 4 of Article III of the Declaration of the Association is amended to read as follows:

Section 4: Election to the Board of Directors: Each Member (or its proxy) may cast, in respect to each vacancy on the Board of Directors, as many votes as such Member is entitled to exercise under the provisions of this Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

RESOLVED, FURTHER, that the president and secretary of the Association are hereby authorized and directed (any one of them acting together or alone) to do or cause to be done all such acts or things and to sign and deliver, all such documents, instruments, and certificates, in the name and on behalf of the Association or otherwise, as the president and secretary may deem necessary, advisable, or appropriate to effect the foregoing amendment.

The foregoing resolutions were adopted by the members as of the 9<sup>th</sup> day of January, 2002.

  
Robert B. Plowden, Jr.  
President