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**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

**HAWK CREEK NORTH SUBDIVISION
LOTS 72A - 85C**

PLAT BOOK 158, PAGE 48

BINDING ARBITRATION

This is the First page of a Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Hawk Creek North Subdivision, Lots 72A-85C. Pursuant to South Carolina Code §15-48-10 *et seq.*, as amended, these Covenants, Conditions and Restrictions are subject to the following:

THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE SUBJECT TO ARBITRATION UNDER ARTICLE XVII OF THE ORIGINAL DECLARATION. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE BINDING ON ALL OWNERS OF LOTS WITHIN LOTS 72A-85C OF HAWK CREEK NORTH SUBDIVISION AS SHOWN ON PLAT RECORDED IN PLAT BOOK 158 AT PAGE 48, INCLUDING ANY PERSON OBTAINING FINANCIAL RIGHTS IN SAID LOTS.

This Declaration imposes assessments constituting a lien on Lots 72A-85C of Hawk Creek North Subdivision. Please contact the Association to determine the status of a particular Lot with regard to payment of assessments.

In the event other pages, including, but not limited to, cover pages, indexes, or tables of contents, are placed in front of this page, those pages shall not be deemed the first page. This page and only this page shall be deemed or considered the first page of the Covenants, Conditions and Restrictions for all legal purposes.

INFORMATIONAL NOTE:

The general purpose of this Supplementary Declaration is to identify that Neighborhood of townhomes located in Phase No. I of Hawk Creek North Subdivision and set forth additional specific provisions which are necessary and unique to this townhome Neighborhood.

By the very character of their construction, townhomes require additional specific provisions dealing with maintenance, party walls, property insurance, upkeep, and assessments.

Generally, in addition to the normal assessments paid by all Lot Owners in the Subdivision, the Owners of the townhome Lots in Hawk Creek North will also be assessed an additional fee for the cost of the property insurance, exterior maintenance of their townhomes and their respective grounds, as well as the pro rata cost of maintaining and repairing Wesberry Circle, a private street.

**SUPPLEMENTARY DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HAWK CREEK NORTH SUBDIVISION,
LOTS 72A-85C**

PLAT BOOK 158, PAGE 48

THIS SUPPLEMENTARY DECLARATION is made as of the date set forth on the signature page hereof by **Four Bees, Inc.**, a South Carolina corporation, (hereinafter referred to sometimes as "Four Bees" and sometimes as "Declarant").

WITNESSETH

WHEREAS, on August 5, 2005, the Declarant recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for Hawk Creek North Subdivision, Phase No. 1 (the "Declaration") in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 83-R at Page 414; and

WHEREAS, the Declarant desires to build a neighborhood of townhomes on Lots 72A-85C described on **Exhibit A**; and

WHEREAS, Declarant desires to impose upon Lots 72A-85C of Hawk Creek North Subdivision certain easements and covenants in addition to those contained in the Declaration; and

WHEREAS, Declarant desires to designate said group of Lots as a Neighborhood, as defined herein, for purposes of receiving benefits or services which the Association does not provide to all Lots within Hawk Creek North Subdivision,

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on **Exhibit A** hereof to the provisions of this Supplementary Declaration and designates such property as a Neighborhood of townhome lots within Hawk Creek North Subdivision", the provisions of which Supplementary Declaration shall apply to such property ***in addition to the provisions of the Declaration***. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplementary Declaration and the Declaration, the provisions of both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplementary Declaration shall be

binding upon the Hawk Creek North Homeowners Association, Inc., a South Carolina nonprofit corporation, in accordance with the terms of the Declaration as supplemented or amended by this document.

ARTICLE I
Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference and supplemented or amended as follows:

"Property" shall mean and refer to that certain real property described in **Exhibit A** and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

ARTICLE V
Assessments

The provisions set forth in Article V of the Declaration are incorporated herein by reference and amended or supplemented as follows:

Article V (Assessments) of the Declaration is hereby amended to add the following sentence to the end of Paragraph 5.1 (Purpose of Assessment).

"The Association shall charge reasonable fees to the Owners of Lots 72A-85C on which townhomes are to be constructed for not only their pro rata cost of maintaining the Common Areas in Hawk Creek North, but also the cost of exterior maintenance of such townhome Residences and their respective grounds, as well as the maintenance and repair of Wesberry Circle, a private street."

ARTICLE VI
Maintenance and Conveyance of Common Area to Association

The provisions set forth in Article VI of the Declaration are incorporated herein by reference and amended or supplemented as follows:

6.1 Association's Responsibility.

(f) As to Lots on which townhomes are constructed, in addition to maintenance of the Common Area and any Exclusive Common Area, the Association shall provide exterior maintenance upon each townhome Lot which is subject to assessment hereunder, as follows: Stain and/or paint the exterior of Residence; and repair, replace and care for roofs, gutters, down spouts, exterior Building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass, screening, or doors, with the exception of staining or painting as stated above. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each townhome Lot in Hawk Creek North at reasonable times to perform maintenance as provided in this Article. All costs associated with the exterior maintenance, repair and care of townhome Residences and their respective grounds and the maintenance and repair of Wesberry Circle shall be the exclusive and sole responsibility of the Owners of townhomes in the Community and shall be collected from the Owners of townhomes as assessments thereon as provided for herein and in Article V of the Declaration.

(g) As to Lots on which townhomes are constructed, Owners may fence in or screen their deck or patio areas; however, any Owner who fences or screens such areas shall first obtain the written approval of the Association. The Owner shall not plant any vegetation in front or back of his Residence, except with the prior written approval of the Association and the maintenance of such additional plantings shall be the sole responsibility and expense of the Owner. If, in the opinion of the Association, any such Owner fails to maintain his plants in a neat and orderly manner, the Association may revoke the Owner's maintenance rights and remove said plants or assess said Owner for any additional expenses incurred in the maintenance of said plants.

(h) In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner or his family, tenants, contract purchasers, guests, or invitees, the cost of such maintenance, replacement, or repairs shall be added to, and become a part of, the assessment to which such Lot is subject to the extent the costs of such maintenance or repairs is not covered by insurance proceeds.

ARTICLE VIII
Use Restrictions and Rules

The provisions set forth in Article VIII of the Declaration are incorporated herein by reference and amended or supplemented as follows:

8.38 Party Walls.

(a) Each wall which is built as a part of the original construction of the Residence upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Every Owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair, maintenance, or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot or Lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

(g) If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner or Owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charge. If the adjoining Owner claims

the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor.

(h) IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, UNDER ANY PROVISION OF THIS ARTICLE, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION AS PROVIDED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA AS THEY ARE NOW OR HEREAFTER AMENDED (SECTION 15-48-10 et.seq. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED).

NOTICE: THE PROVISIONS OF THIS DOCUMENT ARE
SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE
ANN. TITLE 15, CHAPTER 48

ARTICLE IX
Insurance and Casualty Losses

The provisions set forth in Article IX of the Declaration are incorporated herein by reference and amended or supplemented as follows:

9.10 Townhomes - Covenants to Keep Townhome Residences Insured Against Loss, to Rebuild and to Keep in Good Repair. As to Lots 72A-85C, the Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent Owner of a townhome Lot within Hawk Creek North Subdivision, and each Owner of any townhome Lot within Hawk Creek North Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(a) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the townhome project. Said policy shall contain a Replacement Cost Endorsement providing for replacement of townhome Residences from insurance loss proceeds.

(b) The full amount of any insurance proceeds shall be applied to the rebuilding or repair of any townhome Residence (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any Lot).

(c) The Residence shall be rebuilt or repaired in the event of damage thereto provided the Residence is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a Residence from insurance proceeds.

(d) The Owner shall keep the Residence in good repair except for repairs required of the Association.

(e) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible from townhome Lot Owners in the same manner and to the same extent as provided for annual and special assessments in Article V (Assessments), as amended. The lien for assessments for insurance premiums shall be subordinate to the lien of any first mortgage in the same manner provided for annual and special assessments.

(f) Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier by Hawk Creek North Homeowners Association, Inc. and shall be payable solely to the homeowner's mortgagee, if any, and the Hawk Creek North Homeowners Association, Inc. as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be canceled by the carrier without first giving the Hawk Creek North Homeowners Association, Inc. and the Residence mortgagee, if any, ten days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any Residence Owner, Member of the Residence Owner's family, the Hawk Creek North Homeowners Association, Inc., its officers, agents and employees, as well as a waiver of the "pro rata" clause.

(g) The Association shall also obtain a broad form public liability policy covering all Common Area, any Exclusive Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officer or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against Members of the Hawk Creek North Homeowner's Association, Inc., its officers, agents and employees.

(h) Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

(i) In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the homeowners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the Members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance bond for the repair, reconstruction or rebuilding of such Building or Buildings.

(j) Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a Building or Buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.

(k) The reconstructed or repaired Residence shall be substantially identical to the destroyed Residence, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(l) If a Residence is not habitable by reason of damage, the obligation of the Owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the Residence is restored to a habitable condition, whichever shall first occur. In the event a Residence is damaged or destroyed, the Owner, at his expense, shall remove all personal debris from the Lot within thirty (30) days, so that it shall be placed in a neat, clean, and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Residence until paid by the Owner, unless the Residence is thereafter acquired by the Association.

(m) Any Residence which has been destroyed, in whole or in part, by fire or other casualty, and is substantially restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

(n) The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

- (1) Name the Association as an obligee;
- (2) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves; and
- (3) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

ARTICLE XIV
Other Easements

The provisions set forth in Section 14.1 (Easements for Encroachment and Overhang) of Article XIV (Other Easements) of the Declaration are hereby amended by the addition of the following provision:

(b) Declarant contemplates that the townhome Residences to be constructed in Hawk Creek North shall occupy the majority area of the Lot. If any portion of the Common Area or any Exclusive Common Area now encroaches upon any Lot (or the residence thereon) or any Lot (or the residence thereon) now encroaches, or hereafter shall encroach, upon any portion of the Common Area or any Exclusive Common Area as a result of the construction or repair of the Residence on said Lot, or if any encroachment shall occur hereafter as a result of settlement or shifting of the residence or otherwise, a valid easement for the encroachment and for the maintenance of the same is hereby established and shall endure so long as the Residence shall exist. In the event the Residence or improvements on any adjoining Common Area or any Exclusive Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, the reconstructive encroachments of parts of the Common Areas or any Exclusive Common Areas upon any Lot or over any Lot, or of the Residence upon any portion of the Common Areas or any Exclusive Common Areas due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the Residence shall stand.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Hawk Creek North Subdivision shall remain unchanged and in full force and effect.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration by its duly authorized officers or members, to be effective as of the date first above written.

Signed, Sealed and Delivered in the presence of:

DECLARANT: FOUR BEES, INC., a South Carolina corporation (SEAL)

Deig Rowland

By: [Signature]
Print Name: JOHN W. BEESON
Its: PRESIDENT

Lynne W. Belcher

By: _____
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named **FOUR BEES, INC.** by John W. Beeson, its President, sign, seal and as its act and deed, deliver the foregoing Supplemental Declaration; and that (s)he with, the other witness, witnessed the execution thereof.

Deig Rowland

Sworn to before me this 26th day of July, 2005.

Lynne W. Belcher (L.S.)
Notary Public For South Carolina
My Commission expires: 2/10/07

EXHIBIT A

Townhome Neighborhood Lots of Hawk Creek North Subdivision

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as Lots 72A through 85C and Wesberry Circle (a private street) on plat of Phase No. 1 of Hawk Creek North Subdivision, dated May 3, 2005, prepared by Neil R. Phillips & Company, Inc., recorded in the Office of the Spartanburg County Register of Deeds in Plat Book 158 at Page 48, and reference to which plat is hereby craved for a complete metes and bounds description.

NEIL R. PHILLIPS
INC.