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**DECLARATION OF COVENANTS, CONDITIONS, AND**

**FOR**

**PHASE** I

**TRADITION AT WILLBROOK PLANTATION.**

This Declaration of Covenants, Conditions, and Restrictions is

-made this day of December, 1994, by CENTEX REAL ESTATE CORPORATION, hereinafter referred to as "CENTEX".

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WITNESS ETH:

WHEREAS, Litchfield-By-The-Sea, a Joint Venture, organized under the Uniform Partnership Act of South Carolina ( "Joint Venture") has previously imposed that certain Declaration of Covenants and Restrictions of Willbrook Plantation Community Association, Inc., as amended, dated April 16, 1987, and recorded

**May,** 12, 1987, in Deed Book 246 at page 758, in the office of the Clerk of Court for Georgetown County, South Carolina, upon the property described in Exhibit **"A"** attached hereto; and

WHEREAS, Litchfield-By-The-Sea, a Joint Venture, organized under the Uniform Partnership Act of South Carolina ( "Joint Venture") has previously imposed that certain Declaration of Special Covenants for the Willbrook Plantation Road Maintenance District Association, Inc. recorded April 30, 1993 in Deed Book 518, at page 35; and Supplemented in Deed Book 525, at page 283, office of the Clerk of Court for Georgetown County, South Carolina, upon the ·property described as Exhibit "A" attached hereto; and

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WHEREAS, CENTEX intends by this Declaration to impose upon the property additional mutually beneficial restrictions under a general plan of improvement for the benefit· of all owners of residential property within Tradition at Willbrook Plantation; and

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WHEREAS, CENTEX desires to provide a flexi\_ble and reasonable procedure • for the overall development of the property and to establish a method for the maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration; and

WHEREAS, CENTEX has caused to be incorporated under the laws of the State of south Carolina,' a non-profit corporation, Tradition at Willbrook Plantation Property Owners Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, CENTEX has subdivided said property into Sixty-two (6\_2) lots, as more particularly shown on a plat entitled Phase 2, Parcel 1 of Tradition Club Subdivision, Georgetown County, South Carolina, prepared by Trice Engineering & Surveying, Inc., dated Novemb r 16, 1994, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, at slide 160, at page l, said plat ("The Plat") being incorporated by reference herein as part of this descriptjon.

NOW, THEREFORE, CENTEX hereby declares that the lots described in Exhibit, "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpbs;e of protecting the value and desirability of and which shall run· with the real property submitted to this Declaration and which, shall be binding on all parties having any right, title or interes.t • in the described properties or any part thereof, their heirs, successors, successors-in-title, and•assigns, and shall inure to the benefit of each Owner thereof;

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Section 6.

shall mean the plat of Lots 1-62 prepared

by Trico Engineering & Surveying, Inc. for CENTEX REAL ESTATE CORPORATION, dated November 16, 1994 in slide 160, at page 1, Georgetown County records.

Section 7. "Properties" shall mean and refer to the real property desc;ribed in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.

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Article I ·I

Definitions

Section 1. "Association" shall mean the "Tradition at Willbrook **Plan.tation** Property Owners Association, Inc.11 as established herein.

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Section 2,

Corporation.

"Declarant" shall mean Centex Real Estate

Section 3. .!!l&.t.!!. shall mean and refer to the hereinbefore described Lots 1-62, as shown on The Plat and additional lots added by annexation as provided herein.

Section 4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any lot or Residential Unit which is part of the Properties, but excluding in all cases

**\_any** party holding an interest merely as security for the

performance of an obligation.

Section 5. "Person" shall mean a natural person, **a** corporation, a partnership, trustee, limited liability company, limited liability partnership or other legal entity.

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Section e. "Member" shallmean and refer to every person who is a member of the Association.

Article II Property Rights

section 1. Owner's Easements of Enjoyment. Every Owner

shall have the right and easement of enjoyment in and to the Common·

.. **Area,** which shall· be appurtenant to and pass with the title to

**every** Lot, subject to the following provisions:

**<,a)** The right of the Assiciation to formulate and publish, enforce rules and regulations regarding the use of the common Area and to charge reasonable admission and other fees for the use of recreational areas;

1. The right of the Association to suspend the voting rights and the right to the use of the recreational facilities by an owner for any period during which any assessment against his/her lot remains unpaid; and for a period not to exceed sixty days (60) days, for any infraction of its published rules and regulations; and
2. The right of the Association to dedicate or transfer all or part -of the Common Area to any public agency, authority or-utility for such purposes and subject to such conditions as may be agreed to by the Members,

Section **2, Title to** Common **Area.** The Declarant hi:'u;eby covenants for itself, its successors and assigns, that \_it,\_-'will convey fee simple title to the Common Area to the Association,- ,free and clear of all liens and encumbrances, within two (2i years afte the Declarant has completed improvements thereon, if such be required. Upon such conveyance, the Association shall become immediately responsible for all maintenance, operation and

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additional improvements. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of. Common Properties upon which all improvements required to be made by the Declarant have been completed, notwithstanding the fact that the Declarant is not obligated to convey such properties to the Association until two (2) years after such have been completed thereon.

Natural areas, trails, roads, etc., shall be conveyed in large or small parcels from time ·to time after the Declarant has completed the surveying and platting of the subdivision.

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Article III

Membership and voting Rights

section i. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights.

**(a)** Class A. Class A members shall be all Owners, with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned. If more than one person owns an interest in any Lot, all such p:rsons shall be members, and the vote for such Lot shall be exercised as they may determine, but in no event shall more than one (1) vote be

cast wjth respect to any Lot,

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1. classes of voting membership;

The Association shall have two

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(b) Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate and be converted to Class .A membership when the total votes outstanding in the Class A membership equals the total **votes** outstanding in the Class B. Membership.

Article IV

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Ownership and Easements

Section 1. "Easements", The ownership interests in the· Common Area and. Lots described in this Article are subject to the easements granted and reseryed herein. Each of the easements reserv d or granted herein sha.11 be deemed to be established upon the recordation of this document and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots superior to all other encumbrances applied against or in favor of any portion of the Project. Individual grant deeds or plats to Lots may, but shall not be required .to, set forth the easements specified in this Article.

Section 2. "Maintenance of Residences", There is reserved and granted to the owner of each Lot, as dominant tenement, over and across each adjacent.Lot, as servient tenement, a non-exclusive easement to enter the servient tenement upon reasonable notice to the Owner of the Owner of the servient tenement and at reasonable times for the purpose of ma,intaining portions of the Residence and landscaping located on the dominant tenement, including walls,. eaves, overhangs, plants, grass, vegetation .and appurtenances thereto adjacent to the servient tenement. Entry on the servient tenement shall be at times reasonably convenient to the Owner of the servient tenement and shall be limited solely for purposes of landscape maintenance and the maintenance or repair of the

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Residence on the dominant tenement. Such entry and maintenance shall be undertaken in such manner as to protect the security of the servient tenement and all Improvements thereon. The Owner of the dominant tenement shall be responsible for seeing that no damage is caused to the Owner of the servient tenement or his property by reason-of the entry, and that the servient tenement is cleaned and left in the same condition following the entry as prior thereto.

Section 3. "Alterations to Residences", owners may alter or remodel the interiors of their Residences if the Owner complies with all laws and ordinances regarding alterations and remodeling. Any proposals. for alterations, additions or other improvements to exte iors of Residences and/or Lots shall be made in accordance with the provisions of the Declaration regarding Architectural **Review** Committee and Article IV contained herein. The costs of any alteration or addition shall be paid by the Owner who has obtained

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the approval. fences\_ shall

The paint color of the exterior of Residence and not be modified without the approval of the

Architectural Committee in accordance with the Declaration.

Section **4,** "Landscaping". All landscaping in the Project shall be maintained and cared for in a manner consistent with the standards, design and quality originally established by Declarant and CENTEX in a condition comparable to that of other first class r.esidential subdivisions in the County. Specific restrictions on landscaping may be established in the Rules of the Association. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees and shrubs shall.be neatly trimmed.

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Article V

Annexation of Additional Property

Section 1. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, CENTEX shall have the unilateral right, privilege, and option, from time to time at any time until Ten (10) years from the date this Declaration is recorded in the office of the Clerk of Court for·oeorgetown County, to subject to the provisions of the Declaration all or any portion of the real property described in Exhibit 11B11 attached hereto and by reference made a'part thereof, whether in fee simple or leasehold, by filing in. the Georgetown County, South\_ Carolina records, an amendment

* annexing such property. An such annexation shall be effective upon the filing for record of such amendment, unless otherwise

·provided therein.

CENTEX shall have the unilateral right to transfer to any\_ other person the said right, privilege, and option to annex additional property which is herein reserved to CENTEX, provided that such transferee or assignee shall be the developer of at least a portion· of said real property described in said Exhibit "B11 attached hereto.

Such supplementary Declaration may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added Property as are not inconsistent with the scheme of this document.

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Article VI

Architectural standards and control

Section 1, "Declaration Standards", The Owner of any lots subject to thilll document shall be subject to those architectural

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standards and control as contained in the original Declaration. In addition **thereto,** all residences built on any lot shall be of a 'plan similar to or being that plan designated by the CENTEX as the Tradition at Willbrook Plan.

Article VII

Use Restrictions

Section 1, "Prior Restrictions", All Use Restrictions

.contained herein are in addition to those Use Restrictions as contained in the Declaration.

Section 2. "Building Restrictions", No structures shall be erected, altered,· placed or permitted to remain on any of the Lots as **shown** on the plat other than One (1) single family dwelling of not less than One Thousand Two Hundred (1,200 ) square feet of heated space exclusive of porches, garages and decks. Said dwelling shall not exceed two (2) stories in height above ground

1. level, and the bottom of the first floor shall not be greater than

**Five** (5) feet above the finished ground level without express

Declarant approval. No dwelling shall be utilized for any activity normally conducted as a business. Each parcel shall have off street parking for the number of vehicles regularly parked there but not less than two (2) parking spaces.

Section 3. "Signage" 1 No "for sale" or "for rent" sign boards shall be displayed on any lot or house, unless approved by the Association's Board of Directors. This section does not apply to Declarant.

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section **4.** "Mailboxes" 1 CENTEX shall determine the location, color, size, design, lettering, house nu' mbers, and all other

particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area may

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be strictly uniform in appearance with respect thereto.

Section 5. "Trash Pickup", Each lot Owner shall provide

garbage receptacles or a roll out garbage rack of a type approved by CENTEX or the Association which shall be visible from streets on garbage pick up days only. No garbage or trash incinerators shall be permitted upon the premises.

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Section 6. "Vehicle and Storage Restrictions", No vehicle without current inspection sticker, camper trailer, recreational vehicle, motor home, bus or vehicle designated by the S. C. Highway Department of Highways and Public Transportation as having a gross we-ight of six thousand (6,000) pounds or m\_ore shall be parked overnight on any lot except in a enclosed garage. Firewood, may be stored only on that part of' any lot away from the street lying beyond-the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in. an enclosed garage. Bicycles, motorcycles or other items have to be stored in house or garage.

Secti.on 7. "Clotheslines". No clothesline shall be located upon the lot.

Section 8. "Yard Ornaments". No furniture, bird baths, statutes, etc. shall be permitted or placed in the front yard of the Parcels and/or Lots except as approved by the CENTEX.

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Section 9. Exterior Completion". The exterior of all

·buildings and other structures must be completed within six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. No struc·ture may be.temporarily or permanently occupied until the **exterior** thereof has . been

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completed, **and the Certificate** of Occupancy has **been** issued by Georgetown County or appropriate governmental authority.

Section 10. **"Fences** and Walls", All walls and fences must be approved by the Architectural Review Board in accordance with the guidelines in existence. Generally fences are to be located to the rear of the dwelling, not to enclose the entire yard, be of the same materials as the main dwelling and relate architecturally to the main dwelling. No fences are to be constructed on the golf course fairway lots unless otherwise approved by the Architectural Review Board. The construction side of all fences shall face the interior · of the lot. No chain link ferices shall be allowed. Fences shall not exceed six feet in height.

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Section 11. "Setbacks", The setback lines for each lot shall be determined by the CE.NTEX pursuant to the Plat and to any individual plat recorded for each lot.

Section 12. "Fences and Shrubbery Height", No fence, wall, hedge or shrub planting shall be placed or permitted on the front yard, unless approved by the CENTEX or Architectural Review Committee.

Section 13. "Trees". Except as to development or construction by CENTEX or original builder, or as may be approved by the Declarant, no tree four (4) inches in diameter at any location on said tree or ten (10) feet in height shall be cut, removed or intentionally damaged on any Lot unless first approved by CENTEX.

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Section 14. "Pools", Outdoor swimming pools, hot tubs, jacuzzi, and other similar facilities may be located on a lot only after CENTEX, or the Architectural Review Committee, approves said facility, and same shall be screened and fenced. All such improvements shall be subject to approval of and compliance with

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all governmental laws and regulations.

Section 15. "Parking". Vehicles shall not be parked anywhere in the Project except wholly within garages and Parking Areas. No vehicles shall be parked in driveways unless the length of the driveway is sufficient to hold the entire vehicle, and in no event shall vehicles be parked in such manner as to inhibit or block access to Residences, garage, or Parking Area. All Parking Areas shall be used solely for the parking and storage of motor vehicles used for personal transportation. No boat, trailer, camper, motorcycle, golf cart, commercial vehicle, mobile home, other recrea"tional vehicle or dilapidated vehicle shall be parked or st- red in any Parking Area. Garage doors shall remain closed except when the garage is in se. No part.of the Common Area shall be used for repair, co struction or reconstruction of any vehicle, boat, or any other item or thing except in an emergency. As long as applicable ordinances and laws are observed, the Association may cause the removal of any vehicle which is in violation of this Declaration.

Section 16. Use of Outbuildings. No structure of a temporary nature, uriless approved in writing by the Architectural Review Board, shall be erected or allowed to remain on any lot, and no trailer, tent garage or other similar structure shall be used as a residence, either temporarily or permanently; provided, however, this paragraph shall not prohibit the Developer from using sheds, trailers or other temporary structures during construction.

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Section 17. Animals, No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not

kept, bred or maintained for a commercial purpose. Such household l,

pets must not constitute a nuisance or cause unsanitary conditions. ' Such·household pets shall be maintained upon the owners lot and it *I* shall be considered a nuisance if such pet is allowed to go upon lj

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another's lot or to be upon the streets unless under leash of carried by owner.

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**ARTICLE** VIII

covenants for Assessments

section 1. Crear.ion of the Lien and Personal Obligation of

**Assessments, The** Declarant, for each Lot owned withi\_n

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Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay, to the Association:

1. Annual assessments or charges; and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments, The assessments levied by **the Association** shall be used exclusively for the administration, acquisition, improvement and maintenance of properties, and providing the services and facilities devoted to this purpose, including, but not ljmited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of

taxes assessed maint\_enance of

against insurance

the Common Area, the procurement in accordance with the By-Laws,

and the

establishment of the adequate reserve for the maintenance, repair and replacement of the improvements in the Common Area, the employment of attorneys to represent the Association\_ when necessary, and such other needs as my arise.

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Section 3. Amount of Annual Assessments. The maximum annual assessment for each Lot in the Properties shall be payable annually in advance, and the amount thereof shall be determined·by the Board

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of Directors for each year and may be increased by the Board of Directors without approval by the membership by an amount not to exceed Ten Percent (10%) of the maximum annual assessment of the previous year. However, the maximum annual assessment may be increased without limit by the affirmative vote of Two-thirds **(2/3)** of each class of members who are voting in person or by proxy,. at a meeting duly called for this purpose. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per Lot. The initia·1 maximum annual assessment shall not be more than Three Hundred and no/100 ($300,00) Dollars.

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Section 4. Special Assessments for Capital Improvements, In additi n to the annual assessments autho.rized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part·, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for the repair or reconstruction of residences as hereafter provided, provided that any such assessment shall have the assent of Two-Thirds (2/3) of the votes cast in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots.

sections. Notice and Quorum for any Action Authorized under Sections 3 and 4, Written notice of any meeting called for the

, purpose of taking any action authorized under Sections 3 and **4** shall be sent to all members not less than thirty (30) days nor more.than sixty (60) days in advance of the meeting. At the first such nieeti\_ng called, the presence of members or proxies entitled t·o cast Seventy-Five Percent (75%) of all of the votes of each class of membership shall constitute a quorum.

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section 6, Uniform Rate of Assessments, Both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be collected on an annual basis, or any other basis approved by the Board of Directors.

section 7. Date of Commencement of Annual Assessments Due The annual assessments provided for herein shall commence

aa to all Lota on the date of the conveyance of the first lot by the Declarant, The first \_annual assessment shall be adjusted according to the number of months 1·emaining in the calendar year. At least thirty (30) days in advance of each annual assessments, the Board of Directors shall fix the amount to the annual assessment and have every Owner subject thereto written notice of each assessment. Due dates shall be established by the Board of Directors.

Section a. Effect of nonpayment of Assessments; Remedies of the Association. Any annual assessment not paid within thirty (30) days after the due date shall bear interest from the due date at

that rate which is equal to the rate of interest chargeable by law in the State of South Carolina on money judgments. 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, and, in either event, interest, costs and a reasonable attorney's fee shall be added to the amount of such assessment. Upon 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.

section 9. subordination of Lien to Mortgagees, The lien provided of the assessments for herein shall be subordinate to (1) the lien of any first mortgage, and (2) the lien of any unpaid ad

valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant

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to a mortgage foreclosure or any proceeding in **lieu** of foreclosure·

shall extinguish the lien of such assessments as to the payments ,.

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which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for **any assessments**

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thereafter becoming due or from the lien thereof.

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Article IX I•

Special Restrictions for Golf course Lota

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Section 1. Structural Additions or Landscape Changes: In the event. the Architectural Review Committee of the Association receives a request for approval of structural changes or additions to a lot bordering a golf course, including addition or\_deletion of landscaping or landscaping structures, the Architectural Review committee shall notify the Golf Course Owner of such application. The Golf Course Owner shall have a period of ten (10) days in which

to review and comment upon such application. be directed to the Architectural Review

Any comments· should Committee of the

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Association. While the Golf Course Owner's comments shall not be binding upon the Architectural Committee, the Architectural Review Committee ,shall in good faith consider any and all comments and recommendations of the Golf Course Owner prior to ruling on the application. In the event the Golf Course Owner does not respond within ten (10) days, then the Architectural Review Committee shall assume that the Golf Course Owner has no comments with regard to the application.

Section 2.

Golf Course Property: A golf course is currently

under construction or has been constructed within or adjacent to the Property. The golf course is privately owned and operated and is not, and is not intended to be, common area of the Association (as defined in the Declaration). Such golf course shall be made available for use by residents of the Property on such terms and conditions and payment of such fees and charges as are established

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by the Golf **Course Owner** from time to time, so long as it is operated as a golf course. Purchase of property in the Development does not guarantee or ,,est in the purchaser the right to use of the golf course. Declarant acknowledges that no property owner, including the\_ Declarant, acquires any interest in the golf course by virtue of taking title to property within the Development. Each lot owner acknowledges that no representations or warranties, either verbal or written, have been or are made by the Declarant, Golf Course owner, or any other person regarding the continuing ownership or operation of or use rights in the golf course, or that the golf course is owner by or will become common area of the Association or any other owner's association. Declarant agrees to inform each purchaser of a residential lot within the Development from Declarant of the matters set forth in this section, either in the homebuilding contract of sale or by separate written acknowledgement signed by such purchaser.

Section 3. Easements. Until such time as a residence is constructed on a Lot bordering the golf course, Declarant hereby reserves unto the Golf Course Owner an easement to permit and authorize registered Golf Course Players and their caddies to enter upon such a lot to recover a ball or play a ball subject to the official rules of the course, without such entering and playing being deemed a trespass. After construction of a dwelling unit upon a Lot bordering the golf course, "out of bounds" markers shall be placed on said Lot lines at the expense of the Golf Course Owner.

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Every Lot bordering a golf course and the Common Area bordering a golf course are burdened with an easement permitting golf balls unintentionally to come upon the Lot of Common Area immediately adjacent to the golf course and for golfers or their caddies at reasonable times and in a reasonable manner to come upon the exterior portions of such Lot or Common Area in order to retrieve errant golf balls. However, if any lot is fenced or

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walled, the golfer will seek the owner's permission before entry. The· existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Declarant, the Association or the Golf Course Owner be held liable for any damages or injury caused from

errant golf balls or the exercise of this easement.

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s\_ection 4. Golf Course Maintenance: Each owner, occupant or

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other person acquiring any interest in a lot within the Development 'is hereby deemed to acknowledge being aware that for such period of time as the golf course is being used as a golf course, it can be ex\_Pect.ed that (a) maintenance activities on the golf course shall begin early in the morning and extend late into the evening; (b) 'during certain periods of th year the golf course will be heavily fertil zed; and (c) golf balls are not susceptible of being easily controlled and accordingly may land or strike beyond the golf course boundaries. Neither the Declarant, nor any employee or agent of the Declarant, nor the Golf Course Owner or operator, nor any employees or agents of the Golf Cours.e Owner or operator, shall be liable for personal injury of property damage caused by errant

golf balls.

Sections. Actions of Lot Owners: Owners or occupants of Lots bordering the golf course fairway shall be obligated to refrain ·from any actions which would detract from the playing qualities of the golf course or unreasonably distract golfers from the play of golf. Such prohibited actions shall include, but are not necessarily limited to activities such as burning tra h on a lot when the smoke would blow on the **fairway,** the playing of loud

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music or other sounds or nois which would distract the play of golf and the keeping of unfenced dogs or other-pets which would interfere with play on the golf course due to loud barking, running on the fairways, picking up balls or other like interference with play.

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Section 2. Amendment. Except as hereinafter set forth, this Declaration may be amended only by the written consent of two thirds (2/3) of the lot Owners and Mortgagees, if any, of Pnid

properties. Provided, however, that all property rights and other

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rights reserved to CENTEX shall continue forever to CENTEX, its

successors and assigns, except as otherwise provided herein.

CENTEX and/or the Association has the right at any time to amend the Declaration at any time without the consent of the Owners to conform the Declaration to requirements of FNMA, Freddie Mac, VA and FHA.

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Section 6. Special Restrictions Affecting all waterfront

- Declarant acknowledges that the Golf Course Owner reserves any water rights which it may have in any lake or pond within the golf course property; and (a) lot owners may not withdraw water

I. from such lake or pond without written permission of the Golf

I Course Owner; (bl Golf Course Owner shall not be responsible for any damages caused to a lot owner by reason of the flooding of said

Lot. Similarly, Golf Course Owner shall not be liable for damages by reason of breaks in any dam creating such lake or pond causing waters therein to subside; and (c) Golf Course Owner may withdraw water from such lake or pond for the purposes of irrigation and may lower the water level at necessary times for maintenance of the lake or pond.

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Article X

General Provisions

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty

(30) years from the date this Declaration is recorded; after which time, they shall be automatically extended for successive periods of ten (10) years.

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section 3. Seyerability, Invalidation of any·one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full **force** and effect.

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.IN WITNESS WHEREOF, the undersigned CENTEX has executed this Declaration under his hand and seal this J!1iJ day of

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.PERSONALLY, appeared before me the undersigned witness and made oath that s/he saw the within named Centex Real Estate Corporation by John D. **Carpenter** its Divisional President, sign, seal and as its corporate act and deed deliver the with written Declaration of Covenants, Conditions and Restrictions for Phase I, Tradition at Willbrook P'iantation and that s/he with the

undersigned Notary witnessed the emtion there \_

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**Exhibit A**

All and Singular, that certain piece, parcel or tract of land described as Phase 2,.Parcell of the Subdivision of Parent **Tax .**

. Map No. 4-409.-01, known as the.Tradition Club Subdivision, located in Willbrook Plantation, Property of Centex Homes;

\_located in Litchfield Beach, Georgetown County, South Carolina, as shown on a map prepared by Trico Engineering & Surveying,-·. Inc-., dated November 16; **1994** and recorded. in Slide 160 at page l, Office of the Clerk of Court-for Georg town County, South .

\_Carolina. •





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EXHIBIT 11B11

Description of the Property

The four hundred (400) acres, more or less, are part of **larger tract** known as the Willbrook Plantation Planned Unit Development (P.U.O.) which is located on the Waccamaw Neck region of Georgetown County. The property 'is identified on Willbrook Plantation P.U.D. Conceptual Site Plan map dated November 23, 1992 (attached as Exhibit "B") as "Community II Hunter Place." The property is bounded on the North by the ri9ht of way of existing Allston Boulevard, **a** two-lane paved, privately maintained public road, on the East by the proposed camellia Drive right of way, on the South by portions of Litchfield country Club residential area and the River Club golf course and on the West by the right of way of existing River Road, a two lane paved, privately maintained public road and the right of way for the proposed extension of River Road to the intersection with existing Allston Boulevard.

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The above description will be supplemented subject to the final plat of the property.

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**TRADITION AT WILLBROOK PLANTATION**

**PROPERTY OWNERS ASSOCIATION, INC,**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Tradition at Willbrook Planta'tion Propert\_y Owners Association, Inc., hereinafter referred to·as the "Association." The principal office of the corporation shall be located at 4111 Highway 17 North,. Pawleys Island,. South Carolina 29585, but meetings of members and directors may be held

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* at such places as\_ may be des;gnated by the Board of Directors.

ARTICLE II

Definition's

section l.

11AAsociation11 shall mean and refer to Tradition

at Willbrook Plantation Property Owners Association, Inc., its successors and assigns.

I' Section 2. 11 Properties" shall mean and refer to that

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I certain real property described in the Declaration of Covenants, ·1

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Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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section J. "Common Area• shall mean all real property !

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owned by,the Association for the common use and enjoyment of the

Owners. 1

section 4. "Owner• shall mean and refer to any plot of I

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land shown upon any recorded subdivision map of the Properties with i

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the exception of the Common Area.

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BOOK616PAGE **216**

sections, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple

title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

section 6, 11Declarant" shall mean and refer to Centex Real

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Estate Corporation, its successors and assigns, if such successors **or assigns** should **acquire** more than one undeveloped Lot from the Declarant for the purpose of development.

section 7, "Declaration" shall mean and refer to the Declaration of Covenants,\_ Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Court for Georgetown County, South Carolina.

section e. "Member" shall mean and refer to those persons

entitled to membership as provided in the Declaration.

ARTICLE III

Meeting of Members

section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of

incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clo k P.M, If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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section· 2. Special Meetings. Special meetings of the

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members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth **(1/4)** of all of the votes of the **Class A** membership,

Section 3. HQ.tice of Meetings, Written notice of each

meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing· a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitle to vote thereat, addressed to the member's address last appearing on the books of the As\_sociation, or supplied by such member to the Association for the purpose of notice. such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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section 4. Quorum, The presence at the meeting of

members entitled to cast, or of proxies entitled to·cast, one-tenth (l/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as stated above, shall be present or represented,

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sections. Proxies, At all meetings of members, each member may vote in person or by proxy. All proxies shall be in

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writing &nd filed with the secretary. Every proxy shall be **revocable** and **11hall** automatically cease upon conveyance by the member of his Lot,

ARTICLE IV

###### Board of Directors; selection; Term of Office

section 1. Number, The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

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section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for the term of

one (1) year, one (1) director of the term of two (2) years, and one (l) director for the term of three (3) years; and at each annual meeting thereafter, the members shall elect a successor director for the terms of three (3) years.

Section 3, Removal, Any director may be removed from the Board, with or without ca se, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

section 4, Compensation, No director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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Sections. Action Taken Without a Meeting, The directors shall have the right to take any action in the absence of a meeting

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BOoK616rAGE **219**

which they could tak at a meeting by obtaining the written

.approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Nomination and Election of Directors

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section 1.

Nomination.

Nomination for election to the

Board· of Directors shall be made **by a** Nominating Committee, Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be

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a-member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board \_of Directors at each annual meeting until the close of the next annual meeting an such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in

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its discretion determine, but not less-than the number of vacancies

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that are *to* be filled. Such nominations may be made from among members or nonmembers,

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section 2. Election. Election to the Board of Directors

shall be by secret written ballot. At such election, the members ll

or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the ri

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Declaration; The persons receiving the largest number of votes

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shall be elected. Cumulative voting is not permitted. I

ARTICLE VI

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###### Meetings of Directors

section 1, Regular Meetings, The **Board** of Directors may provide by Resolution the time and place for regular meetings,

section 2. special Meetings, Special meetings of the **Board** of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than

three (3) days notice to each director.

section 3, ouorum, A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present

at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

section 1. Powers, The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
2. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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BOOK616PAGE 221·

for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3l consecutive regular meetings of the Board of Directors unless such absence shall have'been excused by a majority of the Board; and

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* + (e) employ a manager, an independent contractor, or such

other employees as they dee,m necessary, and to prescribe their duties..

section 2. .1211llil... It shall be the duty of the Board of

Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members; or at any special meeting when such statement is requested in writing by one-fourth (l/4) of the Class A members who are entitled to vote;

(bl supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(cl as more fully provided in the Declarations, to:

(ll fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

·(2l send written notice of each \_assessment to every

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OWner eubject thereto at least thirty (30) days in advance of each

**annual assessment period,** and

1. foreclosure the lien against any property for which
* **assessments are** not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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(d) issue, or to cause an appropriate officer·to i"ssue upon demand by **any person, a** certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(el procure and maintain adequate liability and hazard insurance on property owned by the Association;

(fl **cause** all officers or employees having fiscal responsibilities to be bonded, as it may deed appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

##### officers and Their Duties

section 1. Enumeration of Offices, The officers of the

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**Association** shall be a president and vice president, who shall at all t•imes be members of the Board of Directors, a secretary and a treasurer, and such other officers as the· Board may from time to time by resolution create.

section 2, Election of Officers, The election of

officers shall take. place at the first meeting of the Board of

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Directors following each annual meeting of the members.

Section 3. Tu!'.l!l...

The officers of this Association

shall be elected annually by the Board,. and each shall hold office for one (l) year unless he shall sooner resign, or shall be removed

or otherwise disqualified to serve. I·

Section 4. special Appointments. The Board may elect •

such Other officers as the affairs of the Association may require, I

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each of whom shall hold office for such period, have such authority

and p rform such duties as the Board may, from time to time, determine,

sections. • Resiqnat,ion and Removal, Any officer may be remove,d from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the president or the sP.cretary. Such resignation.shall take effect

on the date of• receipt of such notice or at any later time

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specified therein, ·and unless otherwise specified therein, the acceptanc of such resignation shall not **be** necessary to make it effective.

section 6. vacancies, **A** vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

section *1,* • Multiple o fices, The offices of secretary and treasurer may be held by the **same** person, No person shail simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section

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4 of this Article.

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section e, Duties, The duties of the officers are as follows:

(al President, The president shall preside at all

**meetings** of the **Board of** Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all check and promissory notes.

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(bl Vice President, The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such

other duties as may be required of him by the Board.

(cl secretary, • The secretary shall record the votes and keep the minutes and proceedings of the Board and of the members;

keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(dl Treasurer, The treasurer shall receive and deposit in

appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account;·cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget and

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**a** statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver **a** copy of

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each.to the members. I.

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ARTICLE IX

##### committees

The Association shall appoint an Architectural Control committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in ca rying out its purpose.

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ARTICLE X

##### Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, or other reasona\_ble circumstances, be subject to inspection by any member and by any

holder, insurer or guarantor of any first mortgage. The

Declaration, the Article of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased a reasonable cost.

Upon request, any owner or holder of any first mortgage on any lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately proceeding fiscal **year,**

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ARTICLE XI

##### Assessments

Ae more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured **by a** continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest charged on judgments in the State of South Carolina, and the Association may bring an action at law against the Owner personally obligated to pay them or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such actions shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

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ARTICLE XII

##### corporate seal

The Association may have a seal in circular form having within its circumference the words: **Tradition at Willbrook Plantation Property Owner• Aseoc!ation,** Inc.

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##### section **1.**

ARTICLE XIII

Amendments

These Bylaws may be amended,· at a regular or

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special meeting of the members, by a vote of a majority of a

i quorum of members p1·esent in person or by proxy.

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i section 2. In the case of any conflict between the

Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLES XIV

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##### Miecellaneoue

The fiscal year of the Association shall begin on the first

·dsiy of January and end on the 31st day of December of every **year,** except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of

Tradition at Willbrook Plantation Property Owners Association, Inc., have hereunto set our hands this *c).'j'lt.*day of  **:::'h Z,­**

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WITNESSES:



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Willbrook Plantation **Property Owners**

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**.r.f.s\_: .D=""u::i""'f:r>c;;.i.\_, (SEAL)**

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COUNTY OF • '>.,,.., • -

A.CJ

**PERSONALLY appear'.ld before me** *flli""'* ***(N.* W1rt/t-11.ts** , who, on oath, **says** that **(s)he saw** the withn named **Willbrook Plantation Property Owner• A•eoaiation, Ina. by Joh,n D, Carpenter, Director,** sign, seal and as its corporate act and deed, deliver the within­ written Bylaws for the uses and purposes therein mentioned, and that (s)he with rJ,v fL1..J '::,'T?LI .-./$

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