**BOOK 616, PAGE 192**

**DECLARATION OF COVENANTS, CONDITION, AND RESTRICTIONS**

**FOR**

**PHASE I**

**TRADITION AT WILLBROOK PLANTATION**

**This Declaration of Covenants, Conditions, and Restrictions is made this 29th day of December, 1993, by CENTEX REAL ESTATE CORPORATION, hereinafter referred to as “CENTEX”.**

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

**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**

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

**\*\*\*re-recorded to correct error on Page 14.**

**BOOK 616, PAGE 193**

**WHEREAS, CENTEX desires to provide a flexible 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 subdivided said property into Sixty-two (62) lots, as more particularly shown on a plat entitled Phase 2, Parcel 1 of Tradition Club Subdivision, Georgetown County, South Carolina, prepared by Trico Engineering Sureying, Inc., dated November 16, 1994, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, at slide 160, at page 1, said plat (“The Plat”) being incorporated by reference herein as part of this description.**

**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 purpose 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 hacking any right, title or interest 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.**

**BOOK 616 PAGE 194**

**Article I**

**Definitions**

**Section 1. “Association” shall mean the “Tradition at Willbrook Plantation Property Owners Association, Inc.” as established herein.**

**Section 2. “Declarant” shall mean Centex Real Estate Corporation.**

**Section 3. "Lot” shall mean and refer to the hereinbefore described Lots 1-62, as shown on the 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 spart 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.**

**Section 6. “Plat” 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 described in Exhibit “A” attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration.**

**Book 616, Page 195**

**Section 8. “Member” shall mean 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:**

1. **The right of the Association 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;**
2. **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**
3. **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 hereby 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 (2) years after the Declarant has completed improvements thereon, if such be required. Upon such conveyance, the Association shall become immediately responsible for all maintenance, operation and**

**BOOK 616, PAGE 196**

**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.**

**Article III**

**Membership and Voting Rights**

**Section 1. 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. The Association shall have two (2) classes of voting membership:**

1. **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 persons 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 with respect to any Lot.**

**BOOK 616 PAGE 197**

1. **Class B. The Class B member shall be the Declarant and 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**

**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 reserved herein. Each of the easements reserved or granted herein shall 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 maintaining 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**

**BOOK 616 PAGE 198**

**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 dominate 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 exteriors 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 the approval. The paint color of the exterior of the Residence and fences shall 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 residential 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.**

**BOOK 616 PAGE 199**

**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 Georgetown County, to subject to the provisions of the Declaration all or any portion of the real property described in Exhibit “B” 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. Any such annexation sghall be effective upon the filing for record of such amendment unless otherwise provided herein.**

**CENTEX shall have the unilateral right to transfer to any other person the said right, privileges, 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 “B” 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.**

**Article VI**

**Architectural Standards and Control**

**Section 1. “Declaration Standards”. The Owner of any lots subject to this document shall be subject to those architectural**

**BOOK 616 PAGE 200**

**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 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”. 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 the Declarant.**

**Section 4. “Mailboxes”. CENTEX shall determine the location, color, size, design, lettering, house numbers, 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**

**BOOK 616 PAGE 201**

**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 premises.**

**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 weight of six thousand (6,000) pounds or more shall be parked overnight on any lot except in an enclosed garage. Firewood, may be stored only on that part of the 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 oro other items have to be stored in house or garage.**

**Section 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.**

**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 structure may be temporarily or permanently occupied until the exterior thereof has been**

**BOOK 616 PAGE 202**

**Completed, and the Certificate of Occupancy ha een 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 fences shall be allowed. Fences shall not exceed six feet in height.**

**Section 11. “Setbacks”. The setback lines foe each lot shall be determined by the CENTEX 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 bee cut, removed or intentionally damaged on any Lot unless first approved by CENTEX.**

**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**

**.**

**BOOK 616 PAGE 203**

**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 even sh Deall 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 recreational vehicle or dilapidated vehicle shall be parked or stored in any Parking Area. Garage doors shall remain closed except when the garage is in use. No part of the Common Area shall be used for repair, construction 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, unless 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.**

**Section 17. “Animals”. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the owner’s lot and it shall be considered a nuisance if such pet is allowed to go upon**

**BOOK 616 PAGE 204**

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

**ARTICLE VIII**

**Covenants for Assessments**

**Section 1. “Creation of the Lien and Personal Obligation of Assessments”. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, 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 may arise.**

**Section 3. “Amount of Annual Assessment”. 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**

**BOOK 616 PAGE 205**

**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 initial maximum annual assessment shall not be more than ~~XXXXX~~ Six Hundred and no/100 ~~(XXXXXX)~~ (600.00) Dollars.**

**Section 4. “Special Assessments for Capital Improvements”. In addition to the annual assessments authorized 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.**

**Section 5. “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 meeting called, the presence of members or proxies entitled to cast Seventy-Five Percent (75%) of all of the votes of each class of membership shall constitute a quorum.**

**BOOK 616 PAGE 206**

**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 theBoard of Directors.**

**Section 7. “Date of Commencement of Annual Assessments Due  
Dates”. The annual assessments provided for herein shall commence as to all Lots 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 remaining 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 8. “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**

**BOOK 616 PAGE 207**

**to a mortgage foreclosure or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.**

**Article IX**

**Special Restrictions for Golf Course Lots**

**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 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. Any comments should be directed to the Architectural Review Committee of the Association. While the Golf Course Owner’s comments shall not be binding upon the Architectural Review 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 ha been constructed within or adjacent to the Property. The golf course is privately owned and operated and is not, and is mot 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**

**BOOK 616 PAGE 208**

**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 vest 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.**

**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**

**BOOK 616, PAGE 209**

**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.**

**Section 4. “Golf Course Maintenance”. Each owner, occupant or 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 expected 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 the year the golf course will be heavily fertilized; 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, shall be liable for personal injury of property damage caused by errant golf balls.**

**Section 5. “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 trash on a lot when the smoke would blow on the fairway, the playing of loud music or other sounds or noise 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.**

**BOOK 616 PAGE 210**

**Section 6. Special Restrictions Affecting all Waterfront Areas. 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 from such lake or pond without written permission of the Golf Course Owner; (b) 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.**

**Article X**

**General Provisions**

**Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty of time, they shall be automatically extended for successive periods of ten (10) years.**

**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 said properties. Provided, however, that all property rights and other 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 FNMA, Freddie Mac, VA and FHA.**

**BOOK 616 PAGE 211**

**Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.**

**IN WITNESS WHEREOF, the undersigned CENTEX has executed this Declaration under his hand and seal this 29th day of December, 1994.**

**In The Presence of: CENTEX REAL ESTATE CORPORATION**

**Ellen W. Watkins By: John D. Carpenter**

**??????? Its: Div Pres**

**BOOK 601 PAGE 212**

**STATE OF South Carolina )**

**COUNTY OF Horry ) PROBATE**

**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 itd corporate act and deed deliver the with written Declaration of Covenants, Conditions and Restrictions for Phase I, Tradition at Willbrook Plantation and that s/he with the undersigned Notary witnessed the execution thereof.**

**Ellen W. Watkins**

**Sworn before me this 29th**

**Day of December, 1994.**

**??????**

**Notary Public for South Carolina**

**My Commission expires: 12-12-2004**

**BOOK 616 PAGE 213**

**EXhibit A**

**All and singular, that certain piece, parcel or tract of land described as Phase 2, Parcel 1 of the Subdivisioon 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 1, Office of the Clerk of Court for Georgetown County, South Carolina.**

**BOOK 616 PAGE 214**

**EXHIBIT B**

**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.D.) 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 right 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.**

**The above description will be supplemented by and made subject to the final plat of the property.**