**STATE OF SOUTH CAROLINA ) SIXTH SUPPLEMENT TO DECLARATION**

 **) OF COVENANTS, CONDITIONS AND**

**COUNTY OF GEORGETOWN ) RESTRICTIONS FOR THE TRADITION AT**

 **WILLBROOK PLANTATION**

**This Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition At Willbrook Plantation is made this 5th day of December, 1997, by Centex Homes, a Nevada General Partnership, authorized to do business in South Carolina, (hereinafter referred to as “Declarant”).**

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

 **WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter “Restrictions”) for The Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192 and rerecorded in Deed Book 620, at page 273, Office of the RMC for Georgetown County, South Carolina; and**

 **WHEREAS, Declarant desires by this Amendment to add and subject to said Declaration pursuant to Article V of said Declaration, the property described in Exhibit “A” which shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in said Declaration which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.**

 **NOW THEREFORE, for and in consideration of the premises recited above, Declarant hereby covenants and agrees as follows:**

1. **The property described in Exhibit “A” which is attached hereto and incorporated by reference herein shall become and is hereby declared to be property subject to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994, and recorded in the Deed Book 616 at page 192, Office of the RMC for Georgetown County and rerecorded I Deed Book 620, at page 273, said property being annexed pursuant to the provisions of Article V of said Declaration.**
2. **It is hereby agreed that the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994 shall be and the same is hereby ratified, confirmed and adopted in all respects, as amended, and all particulars as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitute a sixth supplement to the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation with regard to the matters set forth herein.**
3. **This Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation shall be binding upon and inure to the benefit of all parties having 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.**

 **IN WITNESS HEREOF, the undersigned Declarant has executed this Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and date first above written.**

 **CENTEX HOMES, A NEVADA**

 **GENERAL PARTNERSHIP**

 **BY: David C. Blessing**

 **Its: Controller**

**WITNESSES:**

**Cindy Sayer**

**Norma ???**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF Horry )**

 **PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX HOMESS, A NEVADA GENERAL PARTNERSHIP, by David C. Blessing its, Controller sign, seal and as its corporate act and deed deliver the within Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions and (s)he with the other witness witnessed the execution thereof and saw the corporate seal affixed hereto.**

 **Cindy Sayer**

**SWORN to before me this 5th**

**day of December 1997**

**Ellen W. Watkins (L.S.)**

**Notary Public for South Carolina**

**My commission expires: 10/31/2004**

**Exhibit “A”**

 **All and Singular, all that certain piece, parcel or tract of land in Willbrook Plantation, Litchfield Beach, Georgetown County, South Carolina, described as PHASE 9, PARCEL 2 of the Tradition Club Subdivision, containing 8 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Engineering Consultants, dated January 14, 1997 and recorded April 25, 1997 at slide 229, at page 10, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.**

 **Weston Place**

 **Lots 144-151**

 **Handwritten**

**Court Stamp: 00029007**

**RECORDED 12/12/1997 02:49P**

**Bk:829 Pg:341 Pages:5**

**Fee:11.00 State:0.00**

**Georgetown County, SC**

**Ruby Ann Moore, Clerk of Court**

**STATE OF SOUTH CAROLINA ) SEVENTH SUPPLEMENT TO DECLARATION**

 **) OF COVENANTS, CONDITIONS AND**

**COUNTY OF GEORGETOWN ) RESTRICTIONS FOR THE TRADITION AT**

 **WILLBROOK PLANTATION**

**This Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition At Willbrook Plantation is made this 2nd day of January, 1998, by Centex Homes, a Nevada General Partnership, authorized to do business in South Carolina, (hereinafter referred to as “Declarant”).**

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

 **WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter “Restrictions”) for The Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192 and rerecorded in Deed Book 620, at page 273, Office of the RMC for Georgetown County, South Carolina; and**

 **WHEREAS, Declarant desires by this Amendment to add and subject to said Declaration pursuant to Article V of said Declaration, the property described in Exhibit “A” which shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in said Declaration which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.**

 **NOW THEREFORE, for and in consideration of the premises recited above, Declarant hereby covenants and agrees as follows:**

1. **The property described in Exhibit “A” which is attached hereto and incorporated by reference herein shall become and is hereby declared to be property subject to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994, and recorded in the Deed Book 616 at page 192, Office of the RMC for Georgetown County and rerecorded in Deed Book 620, at page 273, said property being annexed pursuant to the provisions of Article V of said Declaration.**
2. **It is hereby agreed that the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994 shall be and the same is hereby ratified, confirmed and adopted in all respects, as amended, and all particulars as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitute a seventh supplement to the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation with regard to the matters set forth herein.**
3. **This Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation shall be binding upon and inure to the benefit of all parties having 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.**

 **IN WITNESS HEREOF, the undersigned Declarant has executed this Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and date first above written.**

 **CENTEX HOMES, A NEVADA**

 **GENERAL PARTNERSHIP**

 **BY: David C. Blessing**

 **Its: Controller**

**WITNESSES:**

**Cindy Sayer**

**Norma ???**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF Horry )**

 **PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX HOMESS, A NEVADA GENERAL PARTNERSHIP, by David C. Blessing its, Controller sign, seal and as its corporate act and deed deliver the within Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions and (s)he with the other witness witnessed the execution thereof and saw the corporate seal affixed hereto.**

 **Cindy Sayer**

**SWORN to before me this 2nd**

**day of January 1998**

**Ellen W. Watkins (L.S.)**

**Notary Public for South Carolina**

**My commission expires: 10/31/2004**

**Exhibit “A”**

 **All and Singular, all that certain piece, parcel or tract of land in Willbrook Plantation, Litchfield Beach, Georgetown County, South Carolina, described as PHASE 5, PARCEL 1 of the Tradition Club Subdivision, containing 49 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Engineering Consultants, Inc. dated June 18, 1997 an recorded July 25, 1997 at slide 238, at page 9, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.**

 **Hunter Preserve**

 **Lots 115-163**

 **Handwritten**

**Court Stamp: 00000243**

**RECORDED 01/08/1998 10:52A**

**Bk:837 Pg:33 Pages:5**

**Fee:10.00 State:0.00**

**Georgetown County, SC**

**Ruby Ann Moore, Clerk of Court**

**PAGE OF PLAT/LOT NUMBERS 115-136 OF HUNTERS PRESERVE**

**(Hand filled form)**

**PAGE OF PLAT/LOT NUMBERS 137-158 OF HUNTERS PRESERVE**

**(Hand filled form)**

**PAGE OF PLAT/LOT NUMBERS 159-163 OF HUNTERS PRESERVE**

**(Hand filled form)**

**STATE OF SOUTH CAROLINA ) EIGHTH SUPPLEMENT TO DECLARATION**

 **) OF COVENANTS, CONDITIONS AND**

**COUNTY OF GEORGETOWN ) RESTRICTIONS FOR THE TRADITION AT**

 **WILLBROOK PLANTATION**

**This Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition At Willbrook Plantation is made this 2nd day of January, 1998, by Homes, a Nevada General Partnership, authorized to do business in South Carolina, (hereinafter referred to as “Declarant”).**

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

 **WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter “Restrictions”) for The Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192 and rerecorded in Deed Book 620, at page 273, Office of the RMC for Georgetown County, South Carolina; and**

 **WHEREAS, Declarant desires by this Amendment to add and subject to said Declaration pursuant to Article V of said Declaration, the property described in Exhibit “A” which shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in said Declaration which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.**

 **NOW THEREFORE, for and in consideration of the premises recited above, Declarant hereby covenants and agrees as follows:**

1. **The property described in Exhibit “A” which is attached hereto and incorporated by reference herein shall become and is hereby declared to be property subject to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994, and recorded in the Deed Book 616 at page 192, Office of the RMC for Georgetown County and rerecorded in Deed Book 620, at page 273, said property being annexed pursuant to the provisions of Article V of said Declaration.**
2. **It is hereby agreed that the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994 shall be and the same is hereby ratified, confirmed and adopted in all respects, as amended, and all particulars as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitute a eighth supplement to the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation with regard to the matters set forth herein.**
3. **This Eighth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation shall be binding upon and inure to the benefit of all parties having 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.**

 **IN WITNESS HEREOF, the undersigned Declarant has executed this Eighth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and date first above written.**

 **CENTEX HOMES, A NEVADA**

 **GENERAL PARTNERSHIP**

 **BY: David C. Blessing**

 **Its: Controller**

**WITNESSES:**

**Cindy Sayer**

**Norma ???**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF Horry )**

 **PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX HOMESS, A NEVADA GENERAL PARTNERSHIP, by David C. Blessing its, Controller sign, seal and as its corporate act and deed deliver the within Eighth Supplement to the Declaration of Covenants, Conditions, and Restrictions and (s)he with the other witness witnessed the execution thereof and saw the corporate seal affixed hereto.**

 **Cindy Sayer**

**SWORN to before me this 2nd**

**day of December 1998**

**Ellen W. Watkins (L.S.)**

**Notary Public for South Carolina**

**My commission expires: 10/31/2004**

**Exhibit “A”**

 **All and Singular, all that certain piece, parcel or tract of land in Willbrook Plantation, Litchfield Beach, Georgetown County, South Carolina, described as PHASE 6, PARCEL 1 of the Tradition Club Subdivision, containing 30 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Engineering Consultants, Inc, dated July 8, 1997 and recorded August 11, 1997 at slide 240, at page 10, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.**

 **TG**

 **Lots 114-143**

 **Handwritten**

**Court Stamp: 00000244**

**RECORDED 01/08/1998 10:53A**

**Bk:837 Pg:38 Pages:5**

**Fee:10.00 State:0.00**

**Georgetown County, SC**

**Ruby Ann Moore, Clerk of Court**

**PAGE OF PLAT/LOT NUMBERS 114-135 OF TUCKERS GRANT**

**(Hand filled form)**

**PAGE OF PLAT/LOT NUMBERS 136-143 OF TUCKERS GRANT**

**(Hand filled form)**

**STATE OF SOUTH CAROLINA ) NINTH SUPPLEMENT TO DECLARATION**

 **) OF COVENANTS, CONDITIONS AND**

**COUNTY OF GEORGETOWN ) RESTRICTIONS FOR THE TRADITION AT**

 **WILLBROOK PLANTATION**

**This Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition At Willbrook Plantation is made this 28th day of January, 1999, by Centex Homes, a Nevada General Partnership, authorized to do business in South Carolina, (hereinafter referred to as “Declarant”).**

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

 **WHEREAS, Declarant has previously imposed upon the property described therein a certain Declaration of Covenants, Conditions, and Restrictions (hereinafter “Restrictions”) for The Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192 and rerecorded in Deed Book 620, at page 273, Office of the RMC for Georgetown County, South Carolina; and**

 **WHEREAS, Declarant desires by this Amendment to add and subject to said Declaration pursuant to Article V of said Declaration, the property described in Exhibit “A” which shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in said Declaration which are for the purpose of protecting the value and desirability of and which shall run with the real property described herein, and which shall be binding on all parties having any right, title or interest in the described properties or part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.**

 **NOW THEREFORE, for and in consideration of the premises recited above, Declarant hereby covenants and agrees as follows:**

1. **The property described in Exhibit “A” which is attached hereto and incorporated by reference herein shall become and is hereby declared to be property subject to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994, and recorded in the Deed Book 616 at page 192, Office of the RMC for Georgetown County and rerecorded in Deed Book 620, at page 273, said property being annexed pursuant to the provisions of Article V of said Declaration.**
2. **It is hereby agreed that the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation dated December 29, 1994 shall be and the same is hereby ratified, confirmed and adopted in all respects, as amended, and all particulars as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitute a ninth supplement to the aforesaid Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation with regard to the matters set forth herein.**
3. **This Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition at Willbrook Plantation shall be binding upon and inure to the benefit of all parties having 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.**

 **IN WITNESS HEREOF, the undersigned Declarant has executed this Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and date first above written.**

 **CENTEX HOMES, A NEVADA**

 **GENERAL PARTNERSHIP**

 **BY: Hampton Pitts**

 **Its: Assistant Secretary**

**WITNESSES:**

**Ellen W. Watkins**

**Paula A. Thomas**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF Horry )**

 **PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, by Hampton Pitts its. Asst. Secretary sign, seal and as its corporate act and deed deliver the within Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions and (s)he with the other witness witnessed the execution thereof and saw the corporate seal affixed hereto.**

 **Ellen W. Watkins**

**SWORN to before me this 28th**

**day of December 1999.**

**Paula A. Thomas (L.S.)**

**Notary Public for South Carolina**

**My commission expires: 12/8/2007**

**Exhibit “A”**

 **All and Singular, all that certain piece, parcel or tract of land in Willbrook Plantation, Litchfield Beach, Georgetown County, South Carolina, described as PHASE 9, PARCEL 1 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, a Nevada General Partnership, located in Litchfield Beach, Georgetown County, South Carolina, containing 59 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Engineering Consultants, Inc., dated November 10, 1998 and recorded November 12, 1998 at slide 292, at page 7, office of the Register of Deeds for Georgetown, South Carolina, reference to which is craved as forming a part and parcel hereof.**

 **Legacy Oaks**

 **Lots 1-59**

 **Handwritten**

**Court Stamp: 00000549 (?)**

**RECORDED 02/02/1999**

**Bk:00946 Pg:00108 Pages:5**

**Fee:11.00 State:0.00**

**Georgetown County, SC**

**Register of Deeds**

**00027812 11/17/1997 B423 P47**

**STATE OF SOUTH CAROLINA ) AMENDMENT TO BYLAWS OF**

 **) TRADITION AT WILLBROOK PROPERTY**

**COUNTY OF GEORGETOWN ) OWNERS ASSOCIATION, INC.**

**This Amendment to the Bylaws of Tradition at Willbrook Property Owners Association, Inc. is made this 10th day of November, 1997.**

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

 **WHEREAS, The Association has previously adopted By-Laws which were attached to and recorded with the Declaration of Covenants, Conditions, and Restrictions for the Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192 and rerecorded in Deed Book 620, at page 273, Office of the RMC for Georgetown County, South Carolina; and**

 **WHEREAS, Association desires by this Amendment to amend the By-Laws, pursuant to Article XIII of said By-Laws, as noted herein.**

 **NOW THEREFORE, for and in consideration of the premises recited above, the By-Laws are hereby amended as follows:**

1. **Article VII of the By-Laws of Tradition at Willbrook Plantation Property Owners Association, Inc. (Powers and Duties of the Board of Directors} shall be amended to add the following under Section 1.**

 **00027812 11/17/1997 B423 P48**

**\*In addition, to any other remedies provided herein or in the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating owner and to suspend as Owner’s right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations adopted hereunder; provides, however, nothing herein shall authorize the Association or Board of Directors to limit ingress or egress to or from a Lot. In the event that any owner of a Lot violates the Declaration, By-Laws or a rule or regulation and a fine is imposed, the fine shall be assessed against the Owner. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. The lien provided for herein may be foreclosed in the same manner as mortgages my be foreclosed pursuant to South Carolina law, in addition to any and all other remedies which the Association may have pursuant to applicable law. In addition, the Association may file a notice of lien in the public records of Georgetown County, South Carolina.**

**(a) Prior to the imposition of any fine or suspension of use of the Common Areas as et forth hereunder, except for based on the non-payment of assessments or violation of a provision of the Declaration for which a specific remedy is provided in the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing the nature of the alleged violation and the penalty to be imposed.**

 **00027812 11/17/1997 B423 P49**

**(b) Notwithstanding anything to the contrary herein contained, the Association, acting by and through the Board of Directors, may elect to enforce any provision , of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the extent permissible by law, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney’s fees actually incurred.**

1. **It is hereby agreed that the aforesaid By-Laws of the Tradition At Willbrook Plantation Property Owners Association, Inc. shall be and the same is hereby ratified, confirmed and adopted in all respects, as amended, and al particulars as to those provisions expressly amended as set forth herein; and it is further agreed that this document shall, and does hereby constitutes a first amendment to the aforesaid By-Laws of Tradition at Willbrook Plantation Property Owners Association, Inc. with regard to the matters set forth herein.**

 **000032221 10:29:47 AM**

 **Filed 10/23/2000**

 **Bk: 01126 Pg:00245**

 **Fee: 9.00**

 **Register Georgetown Co SC**

**STATE OF SOUTH CAROLINA ) AMENDMENT TO DECLARATION**

 **) OF COVENANTS, CONDITIONS AND**

**COUNTY OF GEORGETOWN ) RESTRICTIONS FOR THE TRADITION AT**

 **WILLBROOK PLANTATION**

**THIS AMENDMENT TO DECLARATION is made this 19th day of October, 2000, by the Tradition At Willbrook Plantation Property Owners Association, Inc, hereinafter referred to as the “POA”**

**WITNESSETH**

 **The following recitals are a material part of this instrument:**

1. **Centex Homes, a Nevada General Partnership, previously imposed upon the property described herein a certain Declaration of Covenants, Conditions and Restrictions (hereinafter “Declaration”) for the Tradition At Willbrook Plantation. The Declaration is dated December 29, 1994, recorded in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the Register of Deeds for Georgetown County, South Carolina.**
2. **Centex Homes specifically reserved in Article X, Section 2, of said Declaration the right to amend the Declaration, or any portion thereof, by written consent of two-thirds (2/3) of the lot owners and Mortgagees, if any, of said properties.**
3. **Pursuant to Article III, Section 2, of said Declaration, Class A members of the Association shall be all owners of lots at Tradition at Willbrook Plantation, with each lot owner having (1) vote per each lot owned. Centex Homes, as the Class B member of the POA, would be entitled to three (3) votes per each lot owned until such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. At such time, Centex Homes’ membership would convert to Class A and would become a standard member of the POA.**
4. **Centex Homes’ membership has now converted to Class A, and the POA now has the sole authority to amend the Declaration upon written consent of two-thirds (2/3) of the lot owners of the properties subject to the Declaration.**
5. **The purpose of this amendment is to delineate the rights of the members of the POA and to set out the terms upon which the Declaration may be amended, and to reduce that Amendment into writing.**

**KNOW ALL MEN BY THESE PRESENTS that the POA hereby declares that the property described in the attached “Exhibit A” and such additions as thereto were or may hereinafter be made pursuant to the Declaration recorded December 29, 1994, in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the office of the Register of Deeds for Georgetown County, South Carolina, is and shall be held, mortgaged, transferred, sold, conveyed, given, donated, County, South Carolina, is and shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter sometimes referred to as the “Declaration” hereinafter set forth which are hereby imposed for the purpose of protecting the value and desirability of The Tradition at Willbrook Plantation, which covenants and restrictions shall touch and concern and run with the title to the real property subjected to the Declaration and this Amendment thereto, and which shall be binding on all parties having any right, title or interest in said Property or any portion of it. The Declaration and this Amendment thereto also binds the respective heirs, successors, successors in title and/or assigns and shall inure to the benefit of anyone or anything who purchases or takes any interest in real property within the Property subject to this Declaration. The Declaration recorded December 29, 1994, in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, records of Horry County, is ratified by the POA, except as amended herein.**

1. **Amendment to Declaration. The above referenced Declaration is hereby amended as follows:**
2. **Article VII, Section 10, shall be deleted in its entirety and shall be replaced with the following:**

**All walls and fences must be approved by the Architectural Review Board in accordance with the guidelines in existence. No property line yard fence (perimeter) or wall is permitted on any lot. Screen fences may be erected on patios, or to enclose HVAC units, propane gas bottles or irrigation pumps. Screen fences are limited to the rear of the house, but exceptions may be approved under special circumstances if HVAC units, propane gas bottles, and irrigation pumps are located at the side of the house. Patio screen fences may not exceed six (6) feet in height, and any over four (4) feet in height must have minimum 25% open architecture.**

**Screen fences for HVAC units, propane gas bottles, and irrigation pumps must have a minimum 25% open architecture.**

**Maximum open architecture fences for in ground pools and screen fences for spas may be approved and are required by code.**

**Landscape retaining walls may be approved for some lots where in the opinion of the ARB, elevation of grade conditions may warrant.**

**IN WITNESS WHEREOF, the Tradition at Willbrook Plantation Property Owners Association, Inc., its successors and assigns, has hereunto caused this Amendment to be executed the and year first above written.**

**Witnesses: Tradition at Willbrook Plantation**

 **Property Owners Association, Inc.**

**1.Lou Crocker (?) Richard Hajec**

**2. (Signed) President**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF GEORGETOWN )**

 **PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Tradition at Willbrook Property Owners Association, Inc., by Richard Hajec, its President, sign, seal and as its act and deed deliver the within written Amendment and that (s)he with the other witness whose signature appears above witnessed the execution thereof.**

 **Witness Signature**

**Sworn to before me this**

**19th day of October, 2000.**

 **Notary Signature**

**Notary Public for SC**

**My Commission Expires: 12/12/2004**

 **000032222 10:30:04 AM**

 **Filed 10/23/2000**

 **Bk: 01126 Pg:00249**

 **Fee: 9.00**

 **Register Georgetown Co SC**

**STATE OF SOUTH CAROLINA ) AMENDMENT TO BYLAWS FOR**

 **) THE TRADITION AT WILLBROOK**

**COUNTY OF GEORGETOWN ) PLANTATION PROPERTY OWNERS**

 **ASSOCIATION,INC.**

**THIS AMENDMENT TO BYLAWS is made this 19th day of October, 2000, by the TRADITION AT WILLBROOK PLANTATION PROPERTY OWNERS ASSOCIATION, INC, (hereinafter referred to as the “POA”).**

**WITNESSETH**

 **The following recitals of fact are a material part of this instrument:**

1. **Centex Homes, a Nevada General Partnership, previously imposed upon the property described therein a certain Declaration of Covenants, Conditions and Restrictions (hereinafter “Restrictions”) for the Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the Register of Deeds for Georgetown County, South Carolina. The Bylaws of the POA, (hereinafter “Bylaws”} are included in and incorporated as a part of said Restrictions; and,**
2. **The members of the POA (hereinafter “Members”) specifically reserve in Article XII, Section 1, of said Bylaws the right to amend the Bylaws at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.**
3. **The Members now wish to exercise their right to amend the Bylaws pursuant to a vote of a majority of a quorum of members present in person or by proxy.**
4. **The purpose of this amendment is to delineate the rights of the Members of the POA, to set out the terms upon which the Bylaws may be amended, and to reduce these Amendments to a writing.**

**KNOW ALL MEN BY THESE PRESENTS that the POA has declared that the property described in the attached “Exhibit A” and such additions as thereto were or may hereinafter be made pursuant to the Declaration recorded December 29, 1994, in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the office of the Register of Deeds for Georgetown County, South Carolina, is and shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter sometimes referred to as the “Covenants” hereinafter set forth which are hereby imposed for the purpose of protecting the value and desirability of The Tradition at Willbrook Plantation, which covenants and restrictions shall touch and concern and run with the title to the real property subjected to the Declaration and this Amendment thereto, and which shall be binding on all parties having any right, title or interest in said Property or any portion of it. The Declaration and this Amendment to the Bylaws incorporated therein also binds the respective heirs, successors, successors in title and/or assigns and shall inure to the benefit of anyone or anything who purchases or takes any interest in real property within the Property subject to this Declaration. The Declaration recorded December 29, 1994, in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, records of Horry County, is ratified by the POA, except as amended herein.**

1. **Amendment to Bylaws. The above referenced Bylaws are hereby amended as follows:**
2. **Article IV, Section 1, of the Bylaws is hereby amended to delete the following language from the first sentence, “three (3) directors”. The deleted language shall be replaced with the following:**

 **Five (5) directors.**

1. **Article IV, Section 2, is hereby amended to delete the following language from the end of the first sentence, the members shall elect a successor director for a term of three (3) years. The deleted language shall be replaced with the following:**

 **the members shall elect successor director(s) for the terms of three (3) years. The terms of each director shall stagger so as no more than two (2) directors may be elected at any given meeting.**

1. **The remainder of the Bylaws shall remain unchanged and in full force and effect, except as amended herein.**

 **IN WITNESS WHEREOF, the POA, its successors and assigns, have hereunto caused this Amendment to be executed the day and year first above written.**

**Witnesses: Tradition at Willbrook Plantation**

 **Property Owners Association, Inc.**

**1.Lou Crocker (?) Richard Hajec**

**2. (Signed) President**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF GEORGETOWN )**

 **PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Tradition at Willbrook Property Owners Association, Inc., by Richard Hajec, its President, sign, seal and as its act and deed deliver the within written Amendment and that (s)he with the other witness whose signature appears above witnessed the execution thereof.**

 **Witness Signature**

**Sworn to before me this**

**19th day of October, 2000.**

 **Notary Signature (L.S.)**

**Notary Public for SC**

**My Commission Expires: 12/12/2004**

**AUG-13-2001 MON 11:48 AM PATRICK CHANDLER CAMPBEL FAX NO. 8432388246**

 **000011276 08:42:57 AM**

 **RECORDED 08/10/2001**

 **Bk: 01203 Pg:00311 Pages: 4**

 **Fee: 9.00**

 **Register Georgetown Co SC**

**STATE OF SOUTH CAROLINA ) AMENDMENT TO BYLAWS FOR**

 **) THE TRADITION AT WILLBROOK**

**COUNTY OF GEORGETOWN ) PLANTATION PROPERTY OWNERS**

 **ASSOCIATION,INC.**

**THIS AMENDMENT TO BYLAWS is made this 8th day of August, 2001, by the TRADITION AT WILLBROOK PLANTATION PROPERTY OWNERS ASSOCIATION, INC, (hereinafter referred to as the “POA”).**

**WITNESSETH**

 **The following recitals of fact are a material part of this instrument:**

1. **Centex Homes, a Nevada General Partnership, previously imposed upon the property described therein a certain Declaration of Covenants, Conditions and Restrictions (hereinafter “Restrictions”) for the Tradition At Willbrook Plantation. Those Restrictions are dated December 29, 1994, recorded in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the Register of Deeds for Georgetown County, South Carolina. The Bylaws of the POA, (hereinafter “Bylaws”} are included in and incorporated as a part of said Restrictions; and,**
2. **The members of the POA (hereinafter “Members”) specifically reserve in Article XII, Section 1, of said Bylaws the right to amend the Bylaws at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.**
3. **The Members now wish to commit to writing an amendment to the Bylaws pursuant to a vote of a majority of a quorum of members present in person or by proxy at the first Annual Members’ meeting of the POA held on July 25, 1996.**
4. **The purpose of this Amendment is to delineate the rights of the Members of the POA, to set out the terms upon which the Bylaws may be amended, and to reduce these amendments to a writing.**

 **KNOW ALL MEN BY THESE PRESENTS that the POA has declared that the property described on “Exhibit A” of the Restrictions and such additions as thereto were or may hereinafter be made pursuant to the Declaration recorded December 29, 1994, in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, in the office of the Register of Deeds for Georgetown County, South Carolina, is and shall be held, mortgaged, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens hereinafter sometimes referred to as the “Covenants” hereinafter set forth which are hereby imposed for the purpose of protecting the value and desirability of The Tradition at Willbrook Plantation, which covenants and restrictions shall touch and concern and run with the title to the real property subjected to the Declaration and this Amendment thereto, an which shall be binding on all parties having any right, title or interest in said Property or any portion of it. The Declaration and this Amendment to the Bylaws incorporated therein also binds the respective heirs, successors, successors in title and/or assigns and shall inure to the benefit of anyone or anything who purchases or takes any interest in real property within the Property subject to this Declaration. The Declaration recorded December 29, 1994 in Deed Book 616, at page 192, and re-recorded in Deed Book 620, at page 273, records of Horry County, is ratified by the POA, except as amended herein.**

1. **Amendment to Bylaws. The above referenced Bylaws are hereby amended as follows:**

1. **Article III, Meeting of Members, Section 1. Annual Meetings to read as follows:**

**The annual meeting of the members shall be held in February of each year at a date and time to be set by the Board of Directors.**

1. **Article VII. Power and Duties of the Board of Directors, Section 2, Duties (c)(1) to read as follows:**

 **The Board of Directors may, in the event of an emergency, levy a special assessment or assessments, for the purpose of repairing or restoring any of the common properties to their condition which existed prior to the emergency situation.**

1. **Article V. Nomination and Election of Directors, Section 2: Election to read as follows:**

**The first sentence shall be deleted in its entirety (“Election to the Board of Directors shall be by secret written ballot”) and replaced with: “Election to the Board of Directors shall be voted on in person or by proxy”.**

 **IN WITNESS WHEREOF, the POA, its successors and assigns, have hereunto caused this Amendment to be executed the day and year first above written.**

**Witnesses: Tradition at Willbrook Plantation**

 **Property Owners Association, Inc.**

**1. Diane Linn Ronald A. Berger**

**2 Daniele P. Freeman President**

**STATE OF SOUTH CAROLINA )**

 **) PROBATE**

**COUNTY OF GEORGETOWN )**

 **PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Tradition at Willbrook Property Owners Association, Inc., by Ronald A. Berger, its President, sign, seal and as its act and deed deliver the within written Amendment and that (s)he with the other witness whose signature appears above witnessed the execution thereof.**

 **Witness Signature**

 **Diane Linn**

**Sworn to before me this**

**8th day of August, 2001.**

**Daniel P. Freeman (L.S.)**

**Notary Public for SC**

**My Commission Expires: 12/18/2008**

**BOOK 716 PAGE 162 (Filed Betty L. Williams CCCP & GS) 96Aug19 AM1101**

**STATE OF SOUTH CAROLINA**

 **GENERAL WARRANTY DEED**

**COUNTY OF GEORGETOWN**

 **KNOW ALL MEN BY THESE PRESENTS, that 2728 HOLDING CORPORATION, A Nevada Corporation, formerly known as CENTEX REAL ESTATE CORPORATION, in the State aforesaid, in consideration of the sum of FIVE AND 00/100 ($5.00) Dollars to it paid by TRADITION A WILLBROOK PROPERTY OWNERS ASSOCIATION, INC. in the State aforesaid (receipt whereof is hereby acknowledged) have granted, bargained, sold and released, ad by these presents do grant bargain, sell and release unto said TRADITION AT WILLBROOK PROPERTY OWNERS ASSOCIATION, INC., its successors, heirs and assigns, the following described property, to wit:**

 **See attached Exhibit “A” for Legal Description.**

**DERIVATION: This is a portion of the property conveyed to the grantor herein by deed of The Litchfield Company dated July 25, 1995, and recorded August 1, 1995 in Deed Book 643, at Page 313, office of the RMC for Georgetown County, South Carolina.**

**GRANTEE’S ADDRESS: c/o Centex Homes**

 **2430 Mall Drive, Suite 350**

 **N. Charlston, SC 29406**

 **TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.**

 **TO HAFE AND TO HOLD all and singular the premises before mentioned unto the said TRADITION AT WILLBROOK PROPERTY OWNERS ASSOCIATION, INC., its successors, heirs and assigns, forever.**

**BOOK 716 PAGE 163**

 **AND grantor does hereby bind itself and its Successors, Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said premises TRADITION AT WILLBROOK PROPERTY OWNERS ASSOCIATION, INC., and its Successors, Heirs and Assigns, against itself and it heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.**

 **WITNESS the execution hereof by Grantor this 25th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-six and in the two hundred and twenty-first year of the Sovereignty and Independence of the United States of America.**

 **2728 HOLDING CORPORATION,**

 **A Nevada Corporation,**

 **(formerly known as CENTEX**

 **Real Estate Corporation).**

 **John D. Carpenter, Division President**

**SIGNED, SEALED AND DELIVERED**

**IN THE PRESENCE OF:**

**William A. Hart, Jr.**

**“Signature”**

**BOOK 716 PAGE 164**

**STATE OF SOUTH CAROLINA**

 **PROBATE**

**COUNTY OF GEORGETOWN**

 **PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named 2728 Holding Corporation, a Nevada Corporation, by John D. Carpenter, its Division President, sign, seal and as its act and deed deliver the within written Deed and that (s)he with the other witness whose signature appears above witnessed the execution thereof.**

 **William A. Hartford**

**Sworn to before me this**

**25th day of July, 1996.**

 **“signature”**

**Notary Public for South Carolina**

**My Commission Expires: 12/12/2004**

**BOOK 716 PAGE 165**

**EXHIBIT “A”**

 **All and singular, all that certain piece, parcel or lot of land lying, being and situate in Litchfield, Georgetown County, South Carolina, described as 2.5 acres, on a plat entitled “Tradition Club Swim and Tennis Clubhouse Site” made for Centex Homes, dated May 17, 1996 and recorded July 3, 1996 at Slide 174, Page 2-13, office of the RMC for Georgetown County, South Carolina, reference to which is craved hereto as forming a part and parcel hereof.**

 **This conveyance is subject to an easement for the Tradition Golf Course “cart paths” as shown on the above referenced plat.**

**BOOK 716 PAGE 166**

**AFFIDAVIT OF TRUE CONSIDERATION**

**STATE OF SOOUTH CAROINA**

**COUNTY OF GEORGETOWN**

 **Personally appeared before me Lynn Gatlin Stevens who being sworn says that the true consideration of the lands from 2728 Holding Corporation to Tradition at Willbrook POA is Five $5.00 Dollars.**

**Sworn to before me this 19th day of August A.D. 1996.**

 **Lynn Gatlin Stevens**

**Donna F. Bailey**

**Notary Exp. April 29, 2004**

**The final page of the booklet is a cover page for the purchase of the additional land for $5.00 showing the court filing and the two parties.**