

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PHASE I

TRADITION AT WILLBROOK PLANTATION.

This Declaration of Covenants, Conditions, and Restrictions is made this 29th day of December, 1994, 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 of improvement for the benefit of all owners of residential property within Tradition at Willbrook Plantation; and

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 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 (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 & Surveying, 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 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.

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 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.

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.

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:

- (a) 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;
- (b) 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
- (c) 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

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;

- (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 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.

- (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

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

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 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 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.

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 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 "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

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 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

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.

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 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 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.

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

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

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

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 fences shall be allowed. Fences shall not exceed six feet in height.

Section 11. "Setbacks". The setback lines for 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 be 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

all governmental laws and regulations.

Article 7
 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 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 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 pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the owners lot and it shall be considered a nuisance if such pet is allowed to go upon

another's lot or to be upon the streets unless under leash of 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay, to the Association:

- (i) Annual assessments or charges; and
- (ii) 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 limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, 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 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

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 ~~THREE~~ Six Hundred and no/100 (^{600.00}~~\$300.00~~) 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.

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 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

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 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. 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 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

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

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, nor any employees or agents of the Golf Course Owner or operator, shall be liable for personal injury or 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.

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 (30) years from the date this Declaration is recorded; after which 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 of FNMA, Freddie Mac, VA and FHA.

Section 3. Severability. 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.

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:

Ellen W. Watkins
John G. Stevens

CENTEX REAL ESTATE CORPORATION

By:

John V. Capriolo

Its:

D.V. Pres

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 its 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 to before me this 26th
day of December, 1994.

Frank B. Stevens

Notary Public for South Carolina
My Commission expires: 12-12-2004

Exhibit A

All and Singular, that certain piece, parcel or tract of land described as Phase 2, 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, 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.

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.

BYLAWS OF
TRADITION AT WILLBROOK PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Tradition at Willbrook Plantation Property 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 at such places as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Tradition at Willbrook Plantation Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Owner" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "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. "Declarant" shall mean and refer to Centex Real 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 8. "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'clock 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.

Section 2. Special Meetings. Special meetings of the

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. Notice 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 entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) 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.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in

writing and filed with the secretary. Every proxy shall be revocable and shall 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.

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 (1) 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 cause, 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.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting

which they could take 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

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 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 and 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 its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

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. Quorum. 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:

(a) 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;

(b) 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;

(c) exercise 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 (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by a majority of the Board; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. 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 (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declarations, to:

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

(2) send written notice of each assessment to every

Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) 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.

(d) issue, or to cause an appropriate officer to issue 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;

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

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem 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 Association shall be a president and vice president, who shall at all times 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

Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed 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 secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance 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 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section

4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) 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.

(b) 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.

(c) 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.

(d) 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

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

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 carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, or other reasonable 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 preceding fiscal year.

ARTICLE XI

Assessments

As 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.

ARTICLE XII

Corporate Seal

The Association may have a seal in circular form having within its circumference the words: Tradition at Willbrook Plantation Property Owners Association, Inc.

ARTICLE XIII

Amendments

Section 1. These Bylaws may be amended, 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.

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

Miscellaneous

The fiscal year of the Association shall begin on the first day 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 29th day of ~~November~~ ^{December}, 1994.

Willbrook Plantation Property Owners Association, Inc.

WITNESSES:

Ellen W. Watkins
[Signature]

By: [Signature] (SEAL)
Its: Director (SEAL)

STATE OF SOUTH CAROLINA

BOOK 616 PAGE 228

COUNTY OF

PERSONALLY appeared before me Ellen W. Watkins, who, on oath, says that (s)he saw the within-named Willbrook Plantation Property Owners Association, Inc. by John 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 LYNN GATLIN STEVENS, witnessed the execution thereof.

Ellen W. Watkins

SWORN to before me this
29th day of December, 1994.

Lynn Gatlin Stevens (L.S.)
Notary Public for South Carolina
My Commission Expires: 12-12-2004

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

FIRST SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR THE TRADITION AT
 WILLBROOK PLANTATION

FILED
 BETTY L. WILLIAMS
 C.C.P. & G.S.
 AUG 25 AM 3:35
 REC'D
 24th day
 of August
 1995
 GEORGETOWN, S.C.

This First Supplemental Declaration is made as of the 24th day of August, 1995, by CENTEX REAL ESTATE CORPORATION, (hereinafter called the "Declarant").

WITNESSETH:

WHEREAS, CENTEX REAL ESTATE CORPORATION, a Nevada Corporation, did make and declare that certain Declaration of Covenants, Conditions and Restrictions for Phase I, The Tradition at Willbrook Plantation (the "Declaration") dated December 29, 1994, recorded February 23, 1995 in Deed Book 616, at page 192, and rerecorded May 28, 1995 in Deed Book 620 at page 273, office of the R.M.C. for Georgetown County, South Carolina; and

WHEREAS, Article X, Section 2 of said Declaration provides that the Declaration may be amended by consent of two-thirds (2/3) of the lot owners; and

WHEREAS, Declarant is still the owner of all lots subject to said Declaration and Declarant wishes to supplement and amend the Declaration as stated herein below.

NOW, THEREFORE, the Declarant hereby wishes to acknowledge and confirm that all properties subject to the Declaration are also subject to the Declaration and Creation of Wetlands Natural Area Preserve recorded in Deed Book 505, at page 142, office of the R.M.C. for Georgetown County, South Carolina, and as such any lot that is affected by wetlands or a wetlands buffer area is hereby restricted so that no clearing, filling, excavation or construction

RWP

activity, no cultivation of gardens or lawns shall be allowed within the wetland areas, except for the following:

- (a) Removal of shrubs and trees no greater than two (2) inches in diameter (measured at breast-height) to create a pathway, which shall not exceed three (3) feet in width;
- (b) Removal of dead or dying trees determined by a registered landscape architect, registered forester, or Georgetown County Arborist to be diseased or a hazard, and then only with the permission of the then owner of the property and the applicable Homeowners Association upon which the dead or dying tree is located; and
- (c) Planting or replanting of native shrubbery and trees so long as no other term of this Declaration is violated to enable such planting or replanting.

FURTHER, the Declarant wishes to clarify that Phase I as noted in the title to the Declaration is intended to reference the first phase of construction in The Tradition at Willbrook Plantation, and that the first phase of construction is actually titled as Phase 2, Parcel 1 as noted in Exhibit "A" to the Declaration. Any reference to Phase I in the Declaration shall be deemed a reference to Phase 2, Parcel No. 1.

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

Witnesses:

CENTEX REAL ESTATE CORPORATION

By: [Signature]

Its: Controller

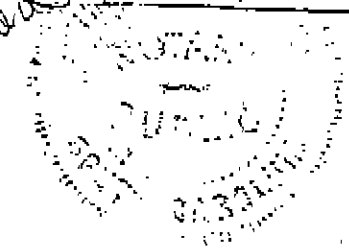
witness here sign

Donna Zootka

Denise A. Dalney

My Commission Expires October 7, 2004

Notary Public here



STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she was present and saw the within named CENTEX REAL ESTATE CORPORATION by Doug McDonald its Controller, sign, seal, and as the corporate act and deed, deliver the foregoing First Supplemental Declaration of Covenants, Conditions and Restrictions for The Tradition at Willbrook Plantation; and that he/she with the undersigned notary witnessed the execution thereof.

Witness
Signature
Donna Zapotka

Sworn to before me this

24th day of August, 1995.

Notary Signature
Deise A. Halley (s.)
Notary Public for South Carolina

My Commission Expires: October 7, 2004

F:\USERS\ANN\STEVENS\CENTEX.SUP (08,21,95)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN) SECOND SUPPLEMENT TO DECLARATION
 OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS FOR THE TRADITION AT
 WILLBROOK PLANTATION

This Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation is made this 25th day of September, 1995, by Centex Real Estate Corporation, a corporation organized and existing under the laws of the State of Nevada, but 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.

FILED
 BETTY L. WILLIAMS
 S.C.C.P. & G.S.
 05 OCT 1995 PM 3:27
 GEORGETOWN COUNTY, S.C.
 BOOK _____ PAGE _____

654/338

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 192, 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 second 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 Second 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 Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation this 25th day of September, 1995.

CENTEX REAL ESTATE CORPORATION

By: [Signature]
Its: Controller

WITNESSES:

1st witness Danna Zapata
Notary [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX REAL ESTATE CORPORATION, by Douglas Donald its, Controller sign, seal and as its corporate act and deed deliver the within Second 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 thereto.

Danna Zapata
1st witness again

SWORN to before me this 25th day of September, 1995.

Notary [Signature] (L.S.)
Notary Public for South Carolina
My commission expires: my Commission Expires May 7, 2000

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 8, of Parcel 1, of The Tradition Club subdivision, containing 45 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Envirometrics, Inc., dated May 23, 1995 and recorded June 12, 1995, at Slide 173, at Page 2 in the office of the RMC for Georgetown County, South Carolina, reference to said plat being craved hereto as forming a part and parcel hereof.

*Hunter's Preserve
Lots 1-45*

STATE OF SOUTH CAROLINA) THIRD SUPPLEMENT TO DECLARATION
) OF COVENANTS, CONDITIONS, AND
 COUNTY OF GEORGETOWN) RESTRICTIONS FOR THE TRADITION AT
 WILLBROOK PLANTATION

This Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition at Willbrook Plantation is made this 27th day of December, 1995, by Centex Real Estate Corporation, a corporation organized and existing under the laws of the State of Nevada, but 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.

COUNTY PARCEL # 4-409-1.6

BETTY L. WILLIAMS
 C.C.C.P. & G.S.
 96 JAN 17 PM 2:36
 GEORGETOWN COUNTY, S.C.
 BOOK PAGE

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 third 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 Third 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
Second Supplement to the Declaration of Covenants, Conditions, and
Restrictions for The Tradition At Willbrook Plantation this 27th
day of December, 1995.

CENTEX REAL ESTATE CORPORATION

By: John D. Carpenter
Its: Doc. Sec.

WITNESSES:

Kimberly B. Wilson
Doc. Brewinton

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made
oath that (s)he saw the within CENTEX REAL ESTATE CORPORATION, by
its, sign, seal and as its
corporate act and deed deliver the within Second 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 thereto.

Kimberly B. Wilson
WITNESS

SWORN to before me this 27th
day of December, 1995

Doc. Brewinton (L.S.)
Notary Public for South Carolina
My commission expires: My Commission Expires May 7, 2000



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 4, PARCEL 1 of the Tradition Club Subdivision, containing 28 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Envirometrics, Inc., dated November 1, 1995 and recorded November 21, 1995 at slide 185, at page 1, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.

32²

Weston Place
Lots 1-32

RECORDED
INDEXED
OCT 25 8 32
1995
SOUTH CAROLINA
REGISTERED CLERK

RECORDED
INDEXED
OCT 25 8 32
1995
SOUTH CAROLINA
REGISTERED CLERK

FILED
BETTY L. WILLIAMS
CCCP & GS

96 MAY 28 AM 11:07
GEORGETOWN COUNTY, S.C.
800K

STATE OF SOUTH CAROLINA)
) FOURTH SUPPLEMENT TO DECLARATION
COUNTY OF GEORGETOWN) OF COVENANTS, CONDITIONS, AND
) RESTRICTIONS FOR THE TRADITION AT
) WILLBROOK PLANTATION

This Fourth Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition at Willbrook Plantation is made this 1st day of May, 1996, by Centex Real Estate Corporation, a corporation organized and existing under the laws of the State of Nevada, but 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 fourth 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 Fourth 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 WHEREOF, the undersigned Declarant has executed this Fourth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation this 1st day of May, 1996.

CENTEX REAL ESTATE CORPORATION

By: [Signature]
Its: Controller

WITNESSES:

Witness Donna Zapotka
Notary [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF Dorchester)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within **CENTEX REAL ESTATE CORPORATION**, by Doug McDonald its, Controller sign, seal and as its corporate act and deed deliver the within Fourth 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 thereto.

Donna Zapotka
Witness

SWORN to before me this 1st day of May, 1996

Notary [Signature] (L.S.)
Notary Public for South Carolina
My commission expires: My Commission Expires May 7, 2000

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 7, PARCEL 1 of the Tradition Club Subdivision, containing 51 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Envirometrics, Inc., dated February 1, 1996 and recorded February 7, 1996 at slide 192, at page 2, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.

Tuckers Grant
51 lots (63-113)

STATE OF SOUTH CAROLINA) FIFTH SUPPLEMENT TO DECLARATION
) OF COVENANTS, CONDITIONS, AND
 COUNTY OF GEORGETOWN) RESTRICTIONS FOR THE TRADITION AT
 WILLBROOK PLANTATION

This Fifth Supplement to the Declaration of Covenants, Conditions, and Restrictions for the Tradition at Willbrook Plantation is made this 15th day of October, 1996, by Centex Real Estate Corporation, a corporation organized and existing under the laws of the State of Nevada, but authorized to do business in South Carolina, (hereinafter referred to as "Declarant")

00012744
 RECORDED 11/18/1996 11:46A
 Bk:733 Pg:116 Pages:5
 Fee:2.00 State:0.00
 County:0.00 Trans:0.00
 Georgetown County, SC

WHEREAS, Declarant has previously ~~been proposed upon~~ ^{deposited upon} the property Court 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

733-116

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 Fifth 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 Fifth 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 Fifth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and taer first above written.

CENTEX REAL ESTATE CORPORATION

By: [Signature]
Its: Controller

WITNESSES:

[Signature: Donna Zapatha]
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF Dorchester)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX REAL ESTATE CORPORATION, by Doug McDonald its, Controller sign, seal and as its corporate act and deed deliver the within Fourth 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 thereto.

[Signature: Donna Zapatha]

SWORN to before me this 15th
day of October, 1996

[Signature] (L.S.)
Notary Public for South Carolina.
My commission expires: My Commission Expires May 7, 2000

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 3, PARCEL 1 of the Tradition Club Subdivision, containing 69 lots, all of which are more particularly shown and described on a plat of said property drawn by TRICO Envirometrics, Inc., dated May 1, 1996 and recorded May 8, 1996 at slide 199, at page 7, office of the RMC for Georgetown County, South Carolina, reference to which is craved as forming a part and parcel hereof.

Hunters Preserve

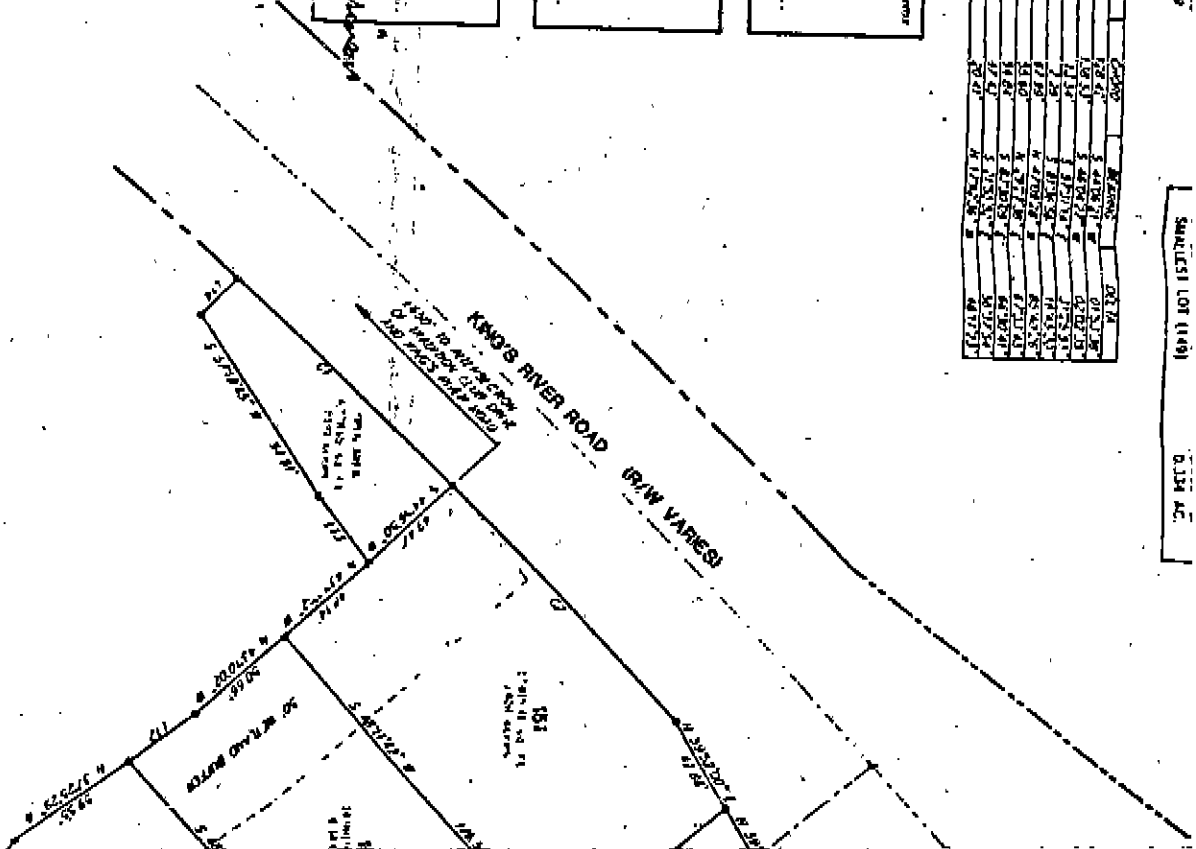
Lots 46 - 114

LINE	POINTS	LENGTH	BEARING	COURSE	BEARING	COURSE
1	1001.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
2	1002.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
3	1003.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
4	1004.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
5	1005.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
6	1006.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
7	1007.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
8	1008.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
9	1009.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
10	1010.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
11	1011.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
12	1012.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
13	1013.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
14	1014.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
15	1015.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
16	1016.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
17	1017.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
18	1018.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
19	1019.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
20	1020.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
21	1021.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
22	1022.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
23	1023.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
24	1024.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
25	1025.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
26	1026.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
27	1027.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
28	1028.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
29	1029.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
30	1030.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
31	1031.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
32	1032.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
33	1033.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
34	1034.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
35	1035.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
36	1036.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
37	1037.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
38	1038.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
39	1039.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
40	1040.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
41	1041.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
42	1042.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
43	1043.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
44	1044.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
45	1045.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
46	1046.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
47	1047.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
48	1048.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
49	1049.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41
50	1050.00	128.41	S 61.22° E	108.41	S 44.06° E	108.41

Section of the Report of Streets...
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LEGEND
 PROPOSED LINE WITH PROPERTY CORNER FOUND (AS DISCLOSED)
 PROPOSED LINE WITH PROPERTY CORNER SET
 ADJACENT PROPERTY LINE
 RIGHT OF WAY LINE
 CENTERLINE OF RIGHT OF WAY
 EXISTING LINE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) SIXTH SUPPLEMENT TO DECLARATION
) OF COVENANTS, CONDITIONS, AND
) RESTRICTIONS FOR THE TRADITION AT
) WILLBROOK PLANTATION

This Fifth 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")

00029007
RECORDED 12/12/1997 02:49P
Bk:829 Pg:341 Pages:5
Fee:11.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
By Ann Moore, Clerk of Court

WITNESSETH

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 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:

Andy Sawyer
William Robinson

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within **CENTEX HOMES, 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 thereto.

Andy Sawyer

SWORN to before me this 5th
day of December, 1997

Ellen W. Watkins (S.)
Notary Public for South Carolina
My commission expires: 10/3/2004

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, Inc., dated 1/14, 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

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 2 day of January, 1998, by Centex Homes, a Nevada General Partnership, authorized to do business in South Carolina, (hereinafter referred to as "Declarant")

00000243
 RECORDED 01/08/1998 10:52A
 Bk:837 Pg:33 Pages:5
 Fee:10.00 State:0.00
 County:0.00 Trans:0.00
 Georgetown County, SC
 Ruby Ann Moore, Clerk of Court

WITNESSETH

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
Donna Robinson

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within CENTEX HOMES, 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 thereto.

Cindy Sayer

SWORN to before me this 2
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 and 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

19-10 SUBDIVISION

Page 1 of 5

OK system
7/20/97
Hunters
Reserve

SUBDIVISION NAME Traditional Club / Willbrook Plant.
SECTION _____ PHASE 5, Parcel 1 #LOTS 115-163
PLAT REF# S20 228-10 SUBDIVISION ACREAGE 18.362 Ac
238-9
PARENT TAX MAP NUMBER 4-409-1.10

LEGAL DESC.	NEW TMS#	AC.	Acct # 's ADDRESS
Lot 115	4-195I-1		41950R 1334 TRAD. CLUB
116	4-195I-2		41951R 1348 "
117	4-195I-3		41952R 1360 "
118	4-195I-4		41953R 1374 "
119	4-195I-5		41954R 1386 "
120	4-195I-6		41955R 1400 "
121	4-195I-7		41956R 1412 "
122	4-195I-8		41957R 1422 "
123	4-195I-9		41958R 1435 "
124	4-195I-10		41957Z 12 PIERPOINT
125	4-195I-11		41961R 24 "
126	4-195I-12		41962R 38 "
127	4-195I-13		41963R 48 "
128	4-195I-14		41964R 41 "
129	4-195I-15		41965R 27 "
130	4-195I-16		41966R 13 "
131	4-195I-17		41967R 1442 TRAD CLUB T
132	4-195I-18		41968R 1506 "
133	4-195I-19		41969R 15 CONFED. LN
134	4-195I-20		41970R 29 "
135	4-195I-21		41971R 23 "
136	4-195I-22		41972R 57 "

19 40 SUBDIVISION

1 way 2400

SUBDIVISION NAME TeaCafe Club / Willbrook Plant
 SECTION _____ PHASE 5 Parcel 1 #LOTS 115-163
 PLAT REF# S10 228-10 SUBDIVISION ACREAGE 18.362 Ac
 PARENT TAX MAP NUMBER 238-9 4-409-1.10

LEGAL DESC.	NEW TMS#	AC.	Acct. # ADDRESS	
<u>Lot 137</u>	<u>4-195I-23</u>		<u>41973R</u>	<u>71</u>
<u>138</u>	<u>4-195I-24</u>		<u>41975R</u>	<u>85</u>
<u>139</u>	<u>4-195I-25</u>		<u>41976R</u>	<u>99</u>
<u>140</u>	<u>4-195I-26</u>		<u>41977R</u>	<u>105</u>
<u>141</u>	<u>4-195I-27</u>		<u>41978R</u>	<u>119</u>
<u>142</u>	<u>4-195I-28</u>		<u>41979R</u>	<u>13</u> <u>28</u>
<u>143</u>	<u>4-195I-29</u>		<u>41980R</u>	<u>23</u>
<u>144</u>	<u>4-195I-30</u>		<u>41981R</u>	<u>24</u>
<u>145</u>	<u>4-195I-31</u>		<u>41982R</u>	<u>30</u>
<u>146</u>	<u>4-195I-32</u>		<u>41983R</u>	<u>24</u>
<u>147</u>	<u>4-195I-33</u>		<u>41984R</u>	<u>12</u>
<u>148</u>	<u>4-195I-34</u>		<u>41985R</u>	<u>1317</u>
<u>149</u>	<u>4-195I-35</u>		<u>41986R</u>	<u>1335</u>
<u>150</u>	<u>4-195I-36</u>		<u>41987R</u>	<u>1353</u>
<u>151</u>	<u>4-195I-37</u>		<u>41988R</u>	<u>1371</u>
<u>152</u>	<u>4-195I-38</u>		<u>41989R</u>	<u>1393</u>
<u>153</u>	<u>4-195I-39</u>		<u>41990R</u>	<u>1411</u>
<u>154</u>	<u>4-195I-40</u>		<u>41991R</u>	<u>1431</u>
<u>155</u>	<u>4-195I-41</u>		<u>41992R</u>	<u>1453</u>
<u>156</u>	<u>4-195I-42</u>		<u>41993R</u>	<u>1475</u>
<u>157</u>	<u>4-195I-43</u>		<u>41994R</u>	<u>1493</u>
<u>158</u>	<u>4-195I-44</u>		<u>41995R</u>	<u>1519</u>

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

EIGHTH SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE TRADITION AT
WILLBROOK PLANTATION

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

00000244
RECORDED 01/08/1998 10:53A
Bk:837 Pg:38 Pages:5
Fee:10.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Ruby Ann Moore, Clerk of Court

WITNESSETH

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: 1/13/98 Controller

WITNESSES:

Cindy Sayer
Donald Robinson

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within **CENTEX HOMES, 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 thereto.

Cindy Sayer

SWORN to before me this 2 day of January, 1998

Ellen W. Watkins (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

1998 SUBDIVISION

Page 1 of 2

Juckers Grant

SUBDIVISION NAME The Teardrop Club
 SECTION _____ PHASE 6 Parcel 1 #LOTS 30
 PLAT REF# 240010 SUBDIVISION ACREAGE 10.875A
 PARENT TAX MAP NUMBER 4-409-1.11

LEGAL DESC.	NEW TMS#	AC.	ADDRESS
Lot 114	4-195J-1	.299	13 DISCOVERY LN
115	4-195J-2	.256	29 "
116	4-195J-3	.276	41 "
8-24-97 117	4-195J-4	.356	59 "
7-13-97 118	4-195J-5	.344	77 "
119	4-195J-6	.354	391 HISTORIC LN
120	4-195J-7	.450	397 "
121	4-195J-8	.346	401 "
122	4-195J-9	.272	398 "
9-20-97 123	4-195J-10	.445	392 "
124	4-195J-11	.331	378 "
125	4-195J-12	.340	362 "
126	4-195J-13	.317	348 "
127	4-195J-14	.280	334 "
128	4-195J-15	.255	318 "
129	4-195J-16	.257	304 "
130	4-195J-17	.261	290 "
131	4-195J-18	.291	282 "
9-21-97 132	4-195J-19	.425	276 "
9-20-97 133	4-195J-20	.280	270 "
134	4-195J-21	.250	264 "
8-24-97 135	4-195J-22	.267	248 "

19 98 SUBDIVISION

Page 2 of 2

SUBDIVISION NAME The Traditions Club
 SECTION _____ PHASE 6, Parcel 1 #LOTS 30
 PLAT REF# 240@10 SUBDIVISION ACREAGE 10.875Ac
 PARENT TAX MAP NUMBER 4-409-1.11

LEGAL DESC.	NEW TMS#	AC.	ADDRESS
8.4.97 Lot 136	4-195J-23	.245	236 HISTORIC LN
7.20.97 137	4-195J-24	.302	271
138	4-195J-25	.256	301
7.20.97 139	4-195J-26	.296	311
7.13.97 140	4-195J-27	.303	329
8.17.97 141	4-195J-28	.279	76 DISCOVERY LN
142	4-195J-29	.231	52
143	4-195J-30	.192	34
	4-195J-31	1.632	R/W
	4-409-1.11	0.187	Green Open Area

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) NINTH SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND
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")

WITNESSETH

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:

200001485
RECORDED 02/02/1999
Bk: D0946 Pg: 00108 Pages: 5
Fee: 11.00 State: 0.00
County: 0.00
Georgetown County, SC
Register of Deeds

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.

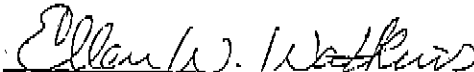
IN WITNESS HEREOF, the undersigned Declarant has executed this Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Tradition At Willbrook Plantation the day and date first above written.

CENTEX HOMES, A NEVADA
GENERAL PARTNERSHIP

By: _____

Its: ASSISTANT SECRETARY

WITNESSES:

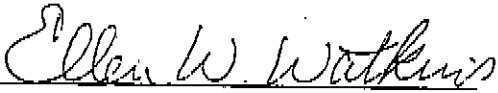
_____

_____

STATE OF SOUTH CAROLINA)
))
COUNTY OF HORRY)

PROBATE

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 thereto.

_____

SWORN to before me this 28th
day of January, 1999.

 (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 County, South Carolina, reference to which is craved as forming a part and parcel hereof.

Legacy Oaks

Lots 1-59

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 171, 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.

GRANTY WATTS

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"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 an 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; provided, 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 may 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 set 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.

(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 or 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."

2. 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 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 first amendment to the aforesaid By-Laws of Tradition at Willbrook Plantation Property Owners Association, Inc. with regard to the matters set forth herein.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND
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 of fact are a material part of this instrument:

A. Centex Homes, a Nevada General Partnership, previously imposed upon the property described therein 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.

B. 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.

C. 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 one (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 it would become a standard member of the POA.

D. 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.

E. 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 the Amendment to a writing.

KNOW ALL MEN BY THESE PRESENTS that the POA hereby declares that the property described on 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,

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Filed 10/23/2000
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Fee:9.00
Register Georgetown Co SC

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:

A. 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 on 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.

Complete specifications, including location, materials, color and design are to be in accordance with the ARB Guidelines in force at the time of Application for any modification or alteration.

B. Article X, Section 2, shall be amended to delete the phrase "and Mortgagees, if any" from this section. The remainder of the section shall remain unchanged.

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 day and year first above written.

Witnesses:

[Signature]
[Signature]

Tradition at Willbrook Plantation
 Property Owners Association, Inc.

By: [Signature]

Its: President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

PROBATE

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.

[Signature]
 1st witness sign again

Sworn to before me this
19th day of October, 2000.
[Signature] (L.S.)
 Notary Public for SC
 My Commission Expires: 12/12/2004

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

AMENDMENT TO BYLAWS FOR
THE TRADITION AT WILLBROOK
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:

A. 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,

B. The members of the POA (hereinafter "Members") specifically reserve in Article XIII, 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.

C. 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 at the Annual Members' meeting of the POA held on February 26, 1998.

D. 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 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

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Register Georgetown Co SC

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:

A. 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.

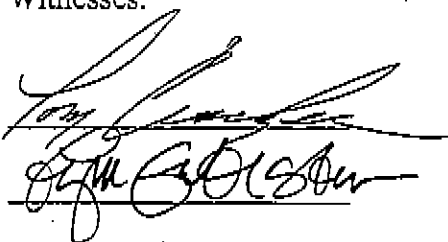
B. Article IV, Section 2, is hereby amended to delete the following language from the end of the first sentence, the members shall elect a successor director for a term of three (3) years. The deleted language shall be replaced with the following:

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.

C. 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.

By:

Its:


PRESIDENT

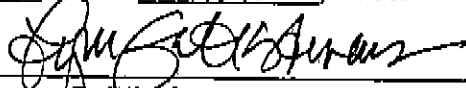
STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Tradition at Willbrook Plantation Property Owners Association, Inc., by Richard Haje, 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.


1st witness signs again

Sworn to before me this
11th day of October, 2000.

 (L.S.)
Notary Public for SC
My Commission Expires: 12/12/2004

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)

**AMENDMENT TO BYLAWS FOR
 THE TRADITION AT WILLBROOK
 PLANTATION PROPERTY OWNERS
 ASSOCIATION, INC.**

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

WITNESSETH:

000011276 08:42:37AM
 RECORDED 08/10/2001
 Bk:01203 Pg:00311 Pages:4
 Fee:9.00 State:0.00
 County:0.00
 Georgetown County, SC
 Deeds

The following recitals of fact are a material part of this instrument.

A. 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,

B. The members of the POA (hereinafter "Members") specifically reserve in Article XIII, Section I, 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.

C. 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.

D. 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, 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.

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

A. 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.

B. 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.

C. 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.

[Signature]

By: [Signature]

[Signature]

Its: [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within named Tradition at Willbrook Plantation Property Owners Association, Inc., by Ronald L. Burpee, 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.

Ronald L. Burpee

Sworn to before me this 8
day of ~~July~~ ^{August}, 2001.

Daniel Freeman

Notary Public for South Carolina

My Commission Expires: 12/18/2008

9479

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

GENERAL WARRANTY DEED

GEORGETOWN COUNTY, S.C.
BOOK PAGE

96 AUG 19 AM 11:02

FILED
BETTY L. WILLIAMS
CCCP & GS

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 AT WILLBROOK PROPERTY OWNERS ASSOCIATION, INC. in the State aforesaid (receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant bargain, sell and release unto the 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: 40 Centex Homes
2430 Mall Drive, Suite 350
N-Charleston, 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 HAVE 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.

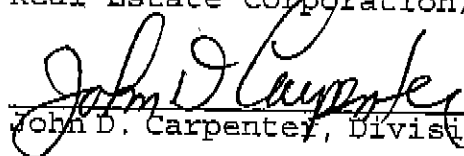
AND grantor does hereby bind itself and its Successors, Heirs and Executors and Administrators, to warrant and forever defend all

COUNTY PARCEL # 4-409-1.4.2
RWD


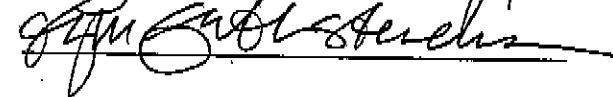
and singular the said premises unto the said TRADITION AT WILLBROOK PROPERTY OWNERS ASSOCIATION, INC., and its Successors, Heirs and Assigns, against itself and its heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

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:

X 


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. Hart

Sworn to before me this
25th day of July, 1996.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 12/12/2004

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 2.60 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 2nd parcel hereof.

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

AFFIDAVIT OF TRUE CONSIDERATION

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Personally appeared before me LYNN GATLIN STEVENS
who being sworn says that the true consideration of the lands from
ZTZB HOLDING CORPORATION to TRADITION AT WILLSBROOK
P.O.A. is Five \$ 5.00 Dollars.

Sworn to before me this 19th day of AUGUST A. D. 19 96.

Donna Y. Bailey SEAL
Notary Public for SC

Lynn Gatlin Stevens

Notary Exp. April 29, 2004

CCC63 62
BELL, J. W. JAMES
FILED

22 AUG 12 AM 11:05

BOOK 716 PAGE 166

NOTARIAL PUBLIC RECORDS OFFICE
STATE OF SOUTH CAROLINA
GEORGETOWN COUNTY
1000 MARKET STREET
GEORGETOWN, SC 29526
803-545-1234

11.00 pd
Thompson
P.O. Box 1533
Conway, SC 29526

FILED
BETTY L. WILLIAMS
CCC&GS

95 AUG 19 AM 11:02

GEORGETOWN COUNTY, S.C.
BOOK 116 PAGE 167
Bill McNeel
Deputy CCP

2728 Holding Corporation
Centex Real Estate Corp

to

Innovation at Willbrook
Property Owners Association
Inc

2.60 acres
Innovation Club Swinburn Term
FD-4

Recorded this 21st day of
August A.D. 1996

In Book Page
Edward W. Freeman
Auditor, Georgetown Co., S.C.