

2006010134

RESTRICTION
RECORDING FEES \$12.00
PRESENTED & RECORDED:
08-04-2006 03:40 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK: DEED 348
PG: 167-172

THIS INSTRUMENT PREPARED BY:

Timothy G. Sellers
SELLERS, HINSHAW, AYERS, DORTCH & LYONS, P.A.
Suite 410, Cameron Brown Bldg.
301 S. McDowell Street
Charlotte, NC 28204
(704) 377-5050

PLEASE RETURN TO:

Sun City Carolina Lakes
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226
Attn: David Vitek

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SUN CITY CAROLINA LAKES**

Lancaster County, South Carolina

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Carolina Lakes ("Amendment") is made and entered into this the 1 day of August, 2006, by **Sun City Carolina Lakes Community Association** ("Association") and **Pulte Home Corporation**, doing business through and under its "Del Webb" brand, a Michigan corporation ("Declarant").

Statement of Purpose

Declarant recorded the original Declaration of Covenants, Conditions, and Restrictions for Sun City Carolina Lakes on May 16, 2006, in Book 335 at Page 179 in the Office of the Register of Deeds for Lancaster County, South Carolina ("Declaration"). Association and the Declarant now wish to amend the Declaration as permitted and provided in Section 17.2 of the Declaration to add an additional article providing for certain Neighborhood-Wide Services with respect to the Property which was subjected to the terms and provisions of the Declaration

through its original recordation and to modify and amend the second paragraph of Section 10.4 Animals and Pets. Section 17.2 of the Declaration provides that it may be amended unilaterally by the Declarant during the Declarant Control Period and with the written consent of sixty-seven (67%) of the total vote in the Association and the consent of the Declarant after the Declarant Control Period, but during the Development Period. As of the date of the recordation of this Amendment, the Declarant Control Period has not expired and Declarant controls and has the right to cast more than sixty-seven percent (67%) of the total vote in the Association.

NOW, THEREFORE, pursuant to the provisions of Section 17.2 of the Declaration and at the direction of and with the written consent of the Declarant, the Declaration is amended as follows:

1. A new Article XVIII is added to the Declaration as follows:

ARTICLE XVIII

**NEIGHBORHOOD-WIDE SERVICES FOR PROPERTIES
ORIGINALLY SUBJECTED**

18.1. Terms: All Terms used herein, if not otherwise defined herein, shall have their meaning as set forth in the Declaration as originally recorded.

18.2. Designation of Neighborhoods: Pursuant to the provisions of Article I, Section 1.33 of the Declaration, Dwelling Units located within the following portions of the Properties originally subjected to the terms and provisions of the Declaration by and through its original recordation are hereby designated as separate "Neighborhoods":

Neighborhood	Phase	Map	Plat Book	Page
A	1	1	2006	174
B	1	2	2006	165
D	1	3	2006	202

Dwelling Units within the above shall constitute the "Neighborhoods" as defined in **Section 1.33**.

18.33. Neighborhood-Wide Services: The following services shall be furnished by the Association to each Neighborhood as Neighborhood-Wide Services, and the costs thereof shall be Neighborhood Expenses for each Neighborhood:

Association Lawn Maintenance services as follows:

- (a) Lawn mowing, edging of, and appropriate chemical applications on, all turf on the Dwelling Unit as installed by Declarant but expressly excluding turf (i) within a fenced or otherwise enclosed area or (ii)

within an area of landscaping modified by the Owner;

- (b) Maintenance of front yard shrubs installed by Declarant; and
- (c) Mulching of front yard planting beds installed by Declarant.

The above services, subject to the specified exceptions, are referred to herein as "Association Lawn Maintenance." Association Lawn Maintenance will be provided on a schedule and to a scope of work appropriate to meet a Community-Wide Standard as determined by the Board of Directors of the Association, in its discretion, and not on a schedule or to a scope as directed, requested, or specified by any Owner.

18.4. Owners' Responsibility: Each Owner remains responsible for all lawn maintenance required on or with respect to the Owner's Dwelling Unit except to the extent specifically included within the scope of Association Lawn Maintenance, as described in Paragraph 3 above. Without limiting the generality of the foregoing, each Owner shall be solely responsible for the care and maintenance of any Private Area (as defined in the Design Guidelines of any Dwelling Unit) whether or not enclosed, and for the care and maintenance of all landscaping modifications made and/or additions made by the Owner to landscaping installed by Declarant. Each Owner will be responsible for watering all lawn and landscaped areas of the Dwelling Unit as may be necessary to maintain a Community-Wide Standard and for the maintenance and proper operation of any irrigation system which may be installed on a Dwelling Unit as an approved modification, watering and irrigation system maintenance being expressly excluded from Association Lawn Maintenance.

18.5. Neighborhood-Wide Services Subject to Change and/or Termination: No assurance or guarantee is made that the Association will continue to provide Neighborhood-Wide Services as set forth herein with respect to the Neighborhood identified in Paragraph 2 or any future Neighborhood which may be identified or designated within the Properties. Neighborhood-Wide Services may be suspended, modified, or terminated by the Board of Directors of the Association as they, in their sole discretion, deem reasonable and appropriate.

2. The second paragraph of Section 10.4 Animals and Pets is deleted in its entirety and the following substituted in lieu thereof:

Fecal waste deposited by any pet on portions of the Properties other than the Dwelling Unit of the Owner must be immediately removed and properly disposed of by the Owner. Pets which are permitted to roam free, or which, in the sole discretion of the Board, make objectionable noise, endanger the health or constitute a nuisance or inconvenience to the Owners of other Dwelling Units or the owner of any portion of the Properties shall be removed from the Properties upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board.

3. Except as herein specifically amended, the provisions of the Declaration are ratified and confirmed and the Declaration shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sun City Carolina Lakes, as of the day and year first above written.

DECLARANT:

PULTE HOME CORPORATION
a Michigan Corporation

By: 

David Vitek, Vice President

