

PREPARED BY AND RETURN TO:

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

**SUPPLEMENT NO. FOUR (4) TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR SUN CITY CAROLINA LAKES  
("The Villas")**

Lancaster County, South Carolina

This Supplement to the Declaration of Covenants, Conditions, and Restrictions ("Supplement") is made this 25<sup>th</sup> day of January, 2007, by **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 1 in the Office of the Register of Deeds for Lancaster County, South Carolina. Since the recordation of the original Declaration, Supplements have been recorded in the Lancaster County Public Registry pursuant to Article I, Section 1.51 and Article VII of the original Declaration, as follows:

<u>SUPPLEMENT NO.</u>	<u>BOOK</u>	<u>PAGE</u>
One	367	262
Two	368	319
Three	_____	_____

In addition, the original Declaration has been amended pursuant to the authority set forth in Article VII, Section 7.3 and/or Article XVII, Section 17.2, as follows:

<u>AMENDMENT NO.</u>	<u>BOOK</u>	<u>PAGE</u>
First	348	167
Second	365	62

The original Declaration, together with the Supplements and Amendments recorded subsequent thereto are hereinafter referred to collectively as the "Declaration."

The purpose of this Supplement is to annex a portion of the real property described in Exhibit B into the Properties, to subject that real property to the terms and provisions of the Declaration, to designate that property as a Neighborhood and to provide for the provision of Neighborhood-Wide Services with respect thereto.

**NOW, THEREFORE**, the Declarant does hereby further supplement and amend the Declaration as follows:

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

2. Annexed Properties. The real estate shown and legally described on the following plats is hereby made part of the Properties as "Annexed Properties" pursuant to **Section 7.1** of the Declaration.

<b>Pod</b>	<b>Phase</b>	<b>Map</b>	<b>Plat Book</b>	<b>Page</b>
The Villas	1	10	2006	776
		<u>as revised in</u>	2006	1001

The "Annexed Properties" are also known and referred to as "The Villas," a neighborhood comprised of attached, townhome Dwelling Units.

3. Annexed Dwelling Units. The Dwelling Units in the Annexed Properties are hereby made part of the Properties as "Dwelling Units".

4. Annexed Common Area. All of the areas designated as common area or common open space on the plat(s) of the Annexed Properties including, without limitation, those areas labeled "COS", shall become and be treated as Common Area (as defined in **Section 1.12** of the Declaration).

5. Limited Common Area. All of the areas designated as "Private Drive" or intended for use as vehicular roadways on the plat(s) of the Annexed Properties but excluding all areas labeled "COS" shall become and be treated as Limited Common Area (as defined in **Section 1.24** of the declaration) for the benefit of the Neighborhood and the Dwelling Units located therein. Notwithstanding the designation of these areas as Limited Common Area, the Board may, in its

discretion, allow pedestrian and golf cart access over these areas to Owners of Dwelling Units located outside the Neighborhood.

6. Designation of Neighborhood and Neighborhood-Wide Services: Pursuant to the provisions of **Article I, Section 1.33** of the Declaration, Dwelling Units located within the Annexed Properties are hereby designated as a separate "Neighborhood" which shall also be known and referred to as "The Villas".

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

(a) Maintenance, repair and replacement of the Limited Common Area (as defined in Paragraph 5 above) and all sidewalks, service walks, mailboxes and sprinkler heads which serve the Dwelling Units in The Villas; provided, however, that sidewalks along public roads, if any, shall be maintained, repaired and replaced by the Association as a Common Expense. Should the Board elect to allow pedestrian and golf cart access over the Limited Common Area to Owners of Dwelling Units located outside the Neighborhood as permitted under Paragraph 5 above, the Board may allocate and designate a portion of these expenses as Common Expense.

(b) Snow and ice removal from driveways and service walks which serve the Dwelling Units in The Villas;

(c) Maintenance, repair and replacement of the roof (shingles and roof decking but not including the rafters, joists or other roof support systems or structures), outer surface of exterior walls and trim, gutters, downspouts, siding and shutters of each Dwelling Unit in The Villas;

(d) Repainting of the exterior surfaces of each Dwelling Unit, as required;

(e) Grass cutting, watering, maintenance and replacement of landscaping on each Dwelling Unit in The Villas; and

(f) Maintenance, repair and replacement of sanitary sewer lines which connect each Dwelling Unit in The Villas with the sewer main.

7. Owner's Responsibility. Except as otherwise specifically provided for in this Supplement, each Owner of a Dwelling Unit in The Villas shall be responsible for the maintenance, repair and replacement of the Owner's Dwelling Unit and each and every component and part thereof. Without limiting the foregoing, each Owner of a Dwelling Unit in The Villas shall be responsible for furnishing the following to the Owner's Dwelling Unit, at the Owner's sole cost and expense:

(a) Exterior window washing;

(b) Maintenance obligations imposed on the Owner pursuant to the provisions of Paragraph 8 below;

(c) Repairs to, and replacements of, exterior light fixtures, windows, doors (including garage and storm doors) and screening on a Dwelling Unit; however, at the option of the Board, such work shall be furnished by the Association and the cost thereof charged to the Owner of the Dwelling Unit with respect to which the work is done, as determined by the Board in its reasonable judgment and sole discretion; and

If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Neighborhood or in compliance with the Community Wide Standard, then the Board may, in its discretion, take the following action:

(a) Advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(b) If the work is not done to the satisfaction of the Board (or the Board's designee), in its sole judgment and discretion, then the Board may file suit for damages and/or injunctive relief, levy appropriate fines which may be enforced in like manner as assessments under **Article VIII** of the Declaration, and/or cause such work to be done and the cost thereof treated and charged as a Benefited Assessment payable by the Owner to the Association upon demand.

**Notwithstanding the provisions of Paragraph 6 and this Paragraph, repairs and replacements required due to occurrences which are covered by insurance obtained by the Association under Paragraph 9 shall be made and paid for as provided in Paragraph 9.**

8. Alterations, Additions or Improvements to Dwelling Units: No additions, alterations or improvements (including, without limitation, changes in the exterior color of any building or structure located on a Dwelling Unit, construction or installation of any structure, improvement, outbuilding, fence, awnings, or antenna, or installation, removal, or modification of any vegetation or landscaping) shall be made to any Dwelling Unit which is visible from outside the Dwelling Unit unless and until (i) it is in compliance with the applicable ordinances of the Village and, (ii) it is approved in advance as provided in **Article IX** of the Declaration. Approval under **Article IX** of any proposed action, addition, alteration, or improvement may be conditioned upon the Owner's agreement (i) to be solely responsible for the maintenance of the addition, alternation or improvement in accordance with such standards as the Reviewing Entity may choose from time to time to set or impose; or (ii) if the addition, alteration, or improvement is to be maintained by the Association, to pay to the Association from time to time the additional cost of maintenance resulting from the addition, alteration, or improvement. If an action is taken or an addition, alteration, or improvement which requires advanced approval is made to a Dwelling Unit without that advanced approval being first obtained, then the Association may,

acting by and through its Board and in the Board's sole discretion, take any or all of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling to its condition before the addition, alteration or improvement, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon conditions or stipulations which the Board and/or the Reviewing Entity under **Article IX** imposed or might have imposed as a precondition to approval under this Paragraph.

#### 9. Insurance/Reconstruction.

(a) Property Insurance: The Board shall have the authority to and shall obtain property insurance for the Neighborhood and all improvements thereon, including the Dwelling Units, against loss or damage by fire and such other hazards as the Board may deem desirable, as reasonably required by first Mortgagees, and otherwise in compliance with the provisions of **Section 6.1** of the Declaration, for the full insurable replacement cost of the improvements. Policies obtained may include a reasonable deductible as provided in **Section 6.1(b)** of the Declaration. Property and casualty insurance maintained and provided hereunder shall not be required cover any "Betterments and Improvements" to a Dwelling Unit. For purposes of this paragraph, "Betterments and Improvements" are defined to include any real or personal property located within the walls of a Dwelling Unit beyond the first coat of interior paint on those walls and shall include, without limitation, décor and decorations within a Dwelling Unit, wall coverings, cabinetry, appliances, fixtures and any other real or personal property located within the Dwelling Unit, regardless of whether such property was installed or placed in the Dwelling Unit by the Declarant, any prior Owner, user, or occupant, or the current Owner, user, or occupant. Premiums for such insurance shall be a Neighborhood Expense.

Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board, as trustee for the Owners of the Dwelling Units in the Neighborhood and their mortgagees, as their interests may appear. In addition to the provisions specified in **Section 6.1(b)** of the Declaration, all such policies of insurance shall (i) contain standard mortgage clause endorsements in favor of the first Mortgagees as their respective interests may appear, (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the first Mortgagee of each Dwelling Unit, and (iv)

contain waivers of subrogation with respect to the Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, first Mortgagees, and the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(b) Insurance Trustee/Use of Proceeds: The Board may, but shall not be required to, engage the services of any bank or trust company authorized to do trust business in South Carolina to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The rights of first Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Declaration and this Supplement with respect to the application of insurance proceeds to the repair or reconstruction of residential structures, buildings, and improvements on Dwelling Units. Payment by an insurance company to the Board of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board.

(c) Owner's Responsibility: Unless expressly advised in writing to the contrary by the Board, each Owner shall obtain his own insurance on Betterments and Improvements (as defined in Paragraph 9(a) above) within the Dwelling Unit and on the owner's personal property therein. In no event shall the Board be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder, or to otherwise expend funds, to restore any Dwelling Unit to a condition better than the condition existing to the making or installation of Betterments and Improvements.

(d) Waiver of Subrogation: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Neighborhood Committee, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to any Dwelling Unit or to any personal property located therein caused by fire or other casualty, to the extent that such damage is covered by property insurance, and to the extent this release is allowed by policies for such property insurance.

(e) Repair or Reconstruction:

(1) In the case of damage by fire or other disaster to any Dwelling Unit or structure or building located thereon (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(2) If the insurance proceeds are insufficient to repair or reconstruct a Damaged Improvement, the Association shall repair or reconstruct the Damaged Improvement and the cost thereof in excess of the insurance proceeds shall be paid from current available funds, from reserves or by way of a Special Assessment levied against all Dwelling Units in The Villas in equal shares.

10. Covenants, Restrictions and Easements for The Villas: The following covenants, restrictions and easements shall apply to all Dwelling Units in The Villas:

(a) A perpetual, non-exclusive easement is hereby granted to the Village and all public and private utility companies, including without limitation, telephone, cable and providers of similar services, to install, replace, repair and maintain wires and conduit under and through each Dwelling Unit in order to provide utility services to the Dwelling Units and other Dwelling Units in the building of which the Dwelling Unit is a part.

(b) Subject to the authority of the Board to adopt reasonable rules and regulations regarding permitted vehicles and parking, each Owner of a Dwelling Unit shall have a perpetual, non-exclusive easement for vehicular and pedestrian access over and across all Limited Common Area and all driveways and walkways located on other Dwelling Units, if any, which furnish access to the Owner's Dwelling Unit.

(c) The Board may adopt rules and regulations applicable to The Villas, including the Dwelling Units therein, which are in addition to or different from rules and regulations adopted with respect to other portions of the Properties.

11. Amendment of Exhibit A. To reflect the addition of the Annexed Properties to the Properties as set forth in Paragraphs 2, 3, 4 and 5 above and to ratify and confirm the addition and annexation of other tracts, pods, Neighborhoods and parcels to the Properties, Exhibit A to the Declaration is hereby amended and restated to be as set forth in the **Fourth Amended and Restated Exhibit A** to the Declaration which is attached hereto.

12. Ratification and Continuation: Except as herein specifically supplemented and/or 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 Supplement as of the day and year first above written.

**DECLARANT:**

**PULTE HOME CORPORATION**  
a Michigan Corporation

By: Jon S. Hardy  
Jon Hardy, Vice President

SIGNED, SEALED and delivered in the presence of:

Tom McAuley  
Name:  
Witness No. 1

Dana L. Fowler  
Name:  
Notary Public and Witness No. 2

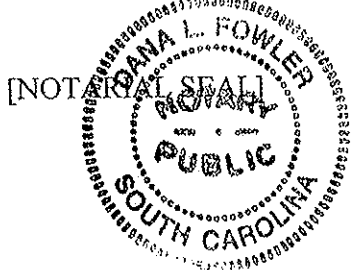
STATE OF South Carolina )  
COUNTY OF York ) SS.

BEFORE ME, a notary public for the County and State aforesaid, the undersigned Witness No. 1, Tom McAuley, (Witness No. 1), appeared and made oath that (s)he saw the above-named Jon Hardy, who acknowledged himself to be the a Vice President of **Pulte Home Corporation**, execute this instrument for the purposes set forth herein, all upon authority duly given, and that (s)he, along with Witness No. 2, subscribed above, and in the presence of each other, witnessed the due execution thereof.

Tom McAuley  
Witness No. 1

SUBSCRIBED to before me this  
25th day of January, 2007.

Dana L. Fowler  
Notary Public and Witness No. 2



My Commission Expires: May 26, 2016

## FOURTH AMENDED AND RESTATED EXHIBIT A

1. The Properties: All of those tracts and parcels of land shown on the following Plats (excluding any area labeled for Future Development):

Pod: A-1  
Phase 1  
Map 1  
Plat(s) Book 2005 at Page 571 as revised in Book 2006 at Page 174

Pod: B  
Phase 1  
Map 2  
Plat(s) Book 2006 at Page 15 as revised in Book 2006 at Pages 165, 267 and 384

Pod: C  
Phase 1  
Map 8  
Plat(s) Book 2006 at Page 539 as revised in Book 2006 at Page 673

Pod: D-2  
Phase: 1  
Map: 5  
Plat(s): Book 2006 at Page 352

Pod: D  
Phase 1  
Map 3  
Plat(s) Book 2006 at Page 202 as revised in Book 2006 at Pages 347 and 885

Pod: E  
Phase 1  
Map 4  
Plat(s) Book 2006 at Page 356 as revised in Book 2006 at Pages 770 and 1033

Pod: F  
Phase 1  
Map 9  
Plat(s) Book 2006 at Page 492

Pod: I  
Phase: 1  
Map: 11  
Plat(s): Book 2006 at Page 1022

Pod: J  
Phase: 1  
Map: 12  
Plat(s): Book 2006 at Page 1021

Pod: The Villas  
Phase 1  
Map 10  
Plat(s) Book 2006 at Page 776 as revised in Book 2006 at Page 1001

The above shall constitute the Plats as defined in **Section 1.42**.

II. Dwelling Units: The individual and separately numbered lots which are identified and designated on each of the Plats.

III. Common Area: The parcels, tracts, and other areas shown on the Plats of the Properties which are designated in any way for the common use and enjoyment of all Owners, including, without limitation, those parcels, tracts, and areas labeled "Common Open Space," "COS," or "Common Area" on the Plats depicting the Properties, but not including those items specifically excluded from "Common Area" in **Section 1.12**.

IV. Limited Common Area: The parcels, tracts, and other areas shown on the Plats of the Properties which are designated in any way as for the common use and enjoyment of some but not all Owners, including, without limitation, those parcels, tracts, and areas designated as "Limited Common Area" or "Limited Common Open Space" or which are otherwise identified, designated or described as Limited Common Area in the Declaration or any supplement or amendment thereto.