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June 28, 2007

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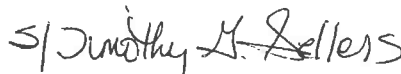
Ms. Carol James
Wentworth Property Management
Sun City Carolina Lakes
5074 Grandview Drive
Indian Land, SC 29715

Re: Sun City Carolina Lakes Recorded Documentation
Supplement No. Eight

Ladies and Gentlemen:


You will find enclosed a copy of recorded Supplement No. Eight covering Neighborhood N. If you have any questions, please do not hesitate to contact me.

Sincerely yours,


Timothy G. Sellers

TGS/dt
Enclosure

2007009356


 RESTRICTION
 RECORDING FEES \$14.00
 PRESENTED & RECORDED:
 06-20-2007 02:35 PM
 JOHN LANE
 REGISTER OF DEEDS
 LANCASTER COUNTY, SC
 By: CANDICE KIRKLEY DEPUTY
BK:DEED 405
PG:285-292

PREPARED BY AND RETURN TO:

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**SUPPLEMENT NO. EIGHT (8) TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SUN CITY CAROLINA LAKES
(Neighborhood N)**

Lancaster County, South Carolina

This Supplement to the Declaration of Covenants, Conditions, and Restrictions ("Supplement") is made this 15th day of June, 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	379	159
Four	379	165
Five	290	135
Six	393	1
Six Revised	399	305
Seven	401	295

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
Rerecorded	387	77
Second	365	62
Rerecorded	387	83

The purpose of this Supplement is to annex a portion of the real property described in Exhibit B in the original Declaration ("Land Subject to Annexation") 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.

Pod	Phase	Map	Plat Book	Page
N	--	22	2007	534

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, if any, 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. No Limited Common Area is being made part of the Properties.

6. Designation of Neighborhoods and Neighborhood-Wide Services: Pursuant to the provisions of Article I, Section 1.33 of the Declaration, Dwelling Units located within the following portions of the Annexed Properties are hereby designated as separate "Neighborhoods":

Neighborhood	Phase	Map	Plat Book	Page
N	--	22	2007	534

Dwelling Units within the above shall constitute the "Neighborhoods" as defined in Section 1.33. The following services shall be furnished by the Association to the above designated Neighborhoods as Neighborhood-Wide Services, and the costs thereof shall be Neighborhood Expenses for those Neighborhoods:

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.

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 vegetation, trees, shrubs, grass, 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.

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.

7. 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 **Seventh Amended and Restated Exhibit A** to the Declaration which is attached hereto.

8. 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 S. Hardy, Vice President

SIGNED; SEALED and delivered in the presence of:

[Signature]

Name:
Witness No. 1

[Signature]

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, John Patterson, (Witness No. 1), appeared and made oath that (s)he saw the above-named Jon S. Hardy, who acknowledged himself/herself to be 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.

[Signature]
Witness No. 1

SUBSCRIBED to before me this 15th day of June, 2007.

[Signature]
Notary Public and Witness No. 2



My Commission Expires: May 26, 2016

EIGHTH 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, Book 2007 at Page 98 and Book 2007 at Page 261

Pod: C1 - The Carriage Homes
Phase: --
Map: 17
Plat: Book 2007 at Page 325
excluding Parcel 2 (1.242 acres)

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

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

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: G
Phase: 1
Map: 19
Plat(s): Book 2007 at Page 263

Pod: H
Phase: --
Map: 18
Plat(s): Book 2007 at Page 262

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 as revised in
Book 2007 at Page 81

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

Pod: K-1
Phase --
Map 14
Plat(s) Book 2007 at Page 141

Pod: K2
Phase --
Map 16
Plat(s) Book 2007 at Page 142

Pod: L
Phase 1
Map 13
Plat(s) Book 2007 at Page 78

Pod: M
Phase: --
Map: 15
Plat: Book 2007 at Page 189

Pod: N
Phase: --
Map: 22
Plat: Book 2007 at Page 534

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.