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RESTRICTION
RECORDING FEES

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PRESENTED & RECORDED:

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JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, NC

By: CANDICE KIRKLEY DEPUTY

BK: DEED 456

PG: 226-232

Drawn by and Mail to: Law Office of Chris Karrenstein, P.C.
5500 Highway 49 South, Suite #200
Harrisburg, NC 28075

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RIDGE

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RIDGE is effective and executed this 29th day of February, 2008, by Fox Ridge of Lancaster, LLC a South Carolina limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the undersigned is the Declarant of the real property known as Fox Ridge, as same is described in the Declaration of Covenants, Conditions and Restrictions for Fox Ridge recorded in BK: DEED 351 at PG: 276-291 in the Office of the Clerk of Court for Lancaster County South Carolina, as amended and supplemented (hereinafter referred to as the "Declaration");

WHEREAS, the Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all Properties within the subdivision; and

WHEREAS, the said Declaration, as amended and supplemented, expressly provides that it may be amended by the Declarant until the Declarant voluntarily relinquishes control of the Association to the Membership;

NOW THEREFORE, the Declarant, by this Amendment to the Declaration of Covenants, Conditions and Restrictions for Fox Ridge, does hereby declare that all of the aforesaid property of Fox Ridge, and such additions thereto as may hereafter be made, pursuant to Article II, Section 2 of the Declaration of Covenants, Conditions, and Restrictions recorded in BK: DEED 351 at PG: 276-291 in the Office of the Clerk of Court for Lancaster County, South Carolina, as amended and supplemented, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Amendment to the Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof, and the Declarant does hereby amend the existing Declaration of Covenants, Conditions and Restrictions, as amended and supplemented, as follows:

By deleting Article VII in its entirety and replacing it with the following:

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Control.

(a) Notwithstanding anything contained within this Declaration to the contrary, no Owner shall begin construction on, make improvement to, or facilitate exterior alteration to any Lot until specifications of alteration have been submitted to the Architectural Control Committee setting forth: 1) the location of construction, alteration or improvement(s) or any construction of any improvement(s), which shall include, initial construction of the actual dwelling and its appurtenances, any staking, clearing, excavating, grading or other site work, 2) the initial installation of any landscaping, planting trees, shrubs or any material alterations thereto, other than general maintenance of landscaping located pursuant to previously approved landscaping plans, and/or 3) any modification, change or alteration of any Lot or dwelling thereon, whether functional or decorative, unless and until the type or size thereof, materials to be used in construction, exterior color scheme, exterior lighting plans, specifications and details thereof, Lot survey and site plans showing the proposed location of the dwelling, garage, and driveways upon the Lot shall have been approved in writing by the Architectural Control Committee, and copies of said approved plans, specifications and details shall have been filed with, and written approval has been received by said Architectural Control Committee. The Declarant shall be and serve as the Architectural Control Committee until the Declarant has voluntarily released control of the Association to the Membership by written recorded document. While the Declarant is in control of the Association, the Declarant may procure assistance in performing the duties of the Architectural Control Committee, however the Declarant will have sole discretion with regard to all final decisions and shall review all appeals until Declarant voluntarily surrenders the Association to the Membership by written recorded document. Generally, homes must be consistent in design and of construction materials and with rooflines consistent with the Design Guidelines as may be established by the Architectural Control Committee from time to time. In determining acceptable construction materials, which determination shall be in the Architectural Control Committee's sole discretion, the Architectural Control Committee may take into consideration the desire for aesthetic appeal and long-term value both in utility and appearance. The Architectural Control Committee shall also determine, in its sole discretion, those Lots which are considered to be in highly visible locations. The Architectural Control Committee may refuse approval of plans, location, exterior color, finish, or specifications for any reason, including purely aesthetic reasons, which in the sole discretion of the Architectural Control Committee shall be deemed unacceptable. The Architectural Control Committee shall approve, in writing, all builders prior to construction on any Lot beginning, and such approval or disapproval shall be in the Architectural Control Committee's sole discretion. Any builder that has been approved by the Declarant need not reapply prior to construction on each Lot, provided the builder is building a previously approved model.

(b) The Declarant, after voluntarily surrendering control of the Association to the Membership by written recorded document, expressly reserves unto the Architectural Control Committee, operating under the authority of the Directors, the right to approve the grade at which any dwelling shall hereafter be erected, or placed on a Lot (subject only to compliance with the regulations of public authorities having control thereof).

NOTE: In addition to the above restrictions and standards, the applicable governmental authority may have restrictions and ordinances, including, but not limited to, watershed and fencing restrictions, that may affect, limit or otherwise restrict or prohibit an improvement to a Lot. Approval of any Improvement by the Architectural control Committee does not guarantee that such Improvement is not subject to any other governmental approval. There may be instances where a change is approved through the Architectural control Committee but may not be allowed by the applicable governmental authority (or vice versa). An Owner is solely responsible for checking with the applicable governmental authority and obtaining any permits or approvals that may be required.

DECLARANT:

Fox Ridge of Lancaster, LLC
a South Carolina limited liability company

By: _____

Name: _____

Title: _____

Witness _____

Witness _____

STATE OF NORTH CAROLINA

COUNTY OF _____

Personally appeared before me the undersigned witness, who being first duly sworn, deposes and states that s/he saw the within-named Declarant, Fox Ridge of Lancaster, LLC, a South Carolina limited liability company, by its Member/Manager, Michael W. Henshaw, Jr. sign seal and as the act and deed of the company execute the foregoing document for the uses and purposes therein mentioned, and that s/he, together with the other witness subscribed above, witnessed the execution thereof.

Sworn before me this 29th day of February, 2008.

Notary Public

My Commission Expires: _____

Stephanie M. Escobar

8/5/2012

(Notary Seal)



(c) The procedure to be followed by any builder or Owner in obtaining approval from the Architectural Control Committee is set forth in Section 4 of this Article.

Section 2. Jurisdiction. The Architectural Control Committee is authorized and empowered to consider and review any and all aspects of the construction of any improvements on a Lot which may, in the opinion of the Architectural Control Committee, adversely affect the living enjoyment of one or more Owners or the general scheme or value of the Property.

Section 3. Enforcement.

(a) The Association shall have the specific right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions.

(b) As to nonconforming or unapproved construction or improvements, the Association may require any Owner to restore such Owner's Lots to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved improvements if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and automatically levy the amount of the cost thereof as a special individual assessment against the Lot upon which such construction or improvements were commenced or constructed.

Section 4. Procedure. No construction or improvements of any kind or nature shall be erected, remodeled or placed on any Lot until the plans and specifications therefore and a site plan, including depiction of driveways, walkways, alleys, lawn areas, landscaping, and drainage patterns have been submitted and approved in writing by the Architectural Control Committee, as to:

(a) quality of workmanship and materials, adequacy of site dimensions and alignment of main elevation with respect to nearby streets;

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping; and

(c) other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within Design Guidelines promulgated by the Architectural Control Committee, or matters in which the Architectural Control Committee has been vested with the authority to render a final interpretation and decision.

Final plans and specifications for all improvements proposed to be constructed on a Lot shall be submitted in duplicate to the Architectural Control Committee for approval or disapproval. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Architectural Control Committee, one (1) complete set of plans and specifications will be marked "Approved" and returned to the Lot Owner or his designated representative and the remaining set will be filed in the office of the Architectural Control Committee. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Architectural Control Committee pursuant hereto, one (1) set of plans and specifications shall be returned to the Lot Owner marked "Disapproved." Owner thereafter must

resubmit, in accordance with the provisions of this Section 4, such plans and specifications setting forth any changes to the Architectural Control Committee for its approval prior to commencing any improvement. Any modification or change to the approved set of plans and specifications must again be submitted in duplicate to the Architectural Control Committee for its inspection and approval. The Architectural Control Committee's approval or disapproval, as required herein shall be in writing. Once the Architectural Control Committee has approved any plans and specifications for construction on improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced within the time period allotted by the Architectural Control Committee upon approval of the plans and specifications therefore, such approval shall be deemed rescinded and before construction of improvements can thereafter be commenced on the Lot in question, the plans and specifications must again be approved by the Architectural Control Committee pursuant to this Article.

The plans and specifications as referred to in the preceding paragraph shall mean the following; (a) final floor plans; (b) final elevations showing all sides; (c) all material selections and color selections; (d) schematic site plan; and (e) final survey.

Section 5. Review Fee and Address. A review fee not to exceed one hundred (\$100.00) dollars per set of plans and specifications may be imposed for initial submittals of plans and specifications for Improvements to be located on an Owner's Lot; for each re-submittal of plans and specifications to the Architectural Control Committee an additional fee of fifty (\$50.00) dollars may be imposed if deemed necessary by the Committee. The address of the Architectural Control Committee shall be the principal place of business of the Association from time to time designated in writing by its Directors.

Section 6. Design Guidelines. The Architectural Control Committee may, from time to time, publish and promulgate Design Guidelines (herein so called), and such Design Guidelines shall be explanatory of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Architectural Control Committee and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Control Committee for approval. Prior to any publishing of the Design Guidelines, they must be approved by the Directors of the Association.

The Design Guidelines shall be fair, reasonable and uniformly applied in regard to the Lots and shall carry forward the spirit and intention of these covenants, conditions and restrictions. The Architectural Control Committee shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design and use of private property. Such guidelines shall supplement these covenants, conditions and restrictions and are incorporated herein by reference. The Architectural Control Committee in its sole discretion, may refuse approval of plans, location, exterior color or finish, or specifications for purely aesthetic reasons, or if the Committee is of the opinion that such approval would adversely affect the living enjoyment of any Owner(s) or the general value of the Property.

Section 7. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or disapprove any plans and specifications and other submittals which conform (and which relate to improvements which will conform) with the

requirements hereof or to reject them as being inadequate or unacceptable in writing within sixty 60 days after actual receipt of the submittal thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Architectural Control Committee along with the required fee, it shall be conclusively presumed that the Architectural Control Committee has approved such conforming plans and specifications and other submittals, except that the Architectural Control Committee or Association, has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration, except where variances shall be expressly permitted herein. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 8. Limitation of Liability. Neither the Architectural Control Committee nor the Members thereof nor the Association nor Declarant shall be liable in damages or otherwise to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal for approval or disapproval or failure to approve or disapprove any plans or specifications. Every person who submits plans or specifications, and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Directors, or the officers, directors, members, employees attorneys and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and specifically waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 9. No Liability for Design Defect. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither Declarant, the Architectural Control Committee, the Members thereof, nor the Association assumes liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.

Section 10. Location of Improvements. The Architectural Control Committee shall have the right to control absolutely (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the precise site and location of any building or structure on any Lot for reasons which may in the sole and uncontrolled discretion and judgment of the Architectural Control Committee be sufficient. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site. Site approval shall not be unreasonably withheld as long as all provisions of this Declaration and any Design Guidelines are met.

Section 11. Variances. Any written requests for a variance submitted to the Architectural Control Committee must be immediately turned in to the Directors. The Board of Directors may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance with the setback requirements, architectural standards, or similar provisions of this Declaration or Supplemental Declarations which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Directors have not expressly and in writing approved such request within thirty (30) days of the submission of such requests. No Director shall be liable to any Owner for any claims, causes of action or damages arising out of the grant

or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Directors' right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

Section 12. Landscaping.

(a) General. Each Lot inclusive of driveways, alleys, sidewalks, and the surface of each Lot, whether occupied or unoccupied, shall be free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish and debris and shall be kept in a neat and attractive condition at all times. All Improvements, as well as existing structures, erected on Lots shall be maintained in a clean, neat and orderly condition and in a good state of repair. At no time may trash, rubbish, or debris of any type, inclusive of grass clippings and branches, be dumped on any portion of the Common Areas within the Property. Garbage receptacles are to be kept where they are not visible from any street or other Lot.

(b) Driveways. The Architectural Control Committee may, from time to time, establish guidelines for the color, location, alignment and materials to be used for driveways or walkways on each Lot.

(c) Landscape Guidelines. The Architectural Control Committee reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Landscape Guidelines") which shall establish approved standards, methods and procedures for landscape management on the Property and such authorized standards, methods and procedures may be utilized by the Owners without prior written approval by the Architectural Control Committee. The Architectural Control Committee may also adopt one or more typical landscape plan(s) consistent with the Landscape Guidelines which may be selected by an Owner. Except for removal of dead trees, no trees measuring five (5") inches or more in diameter at a point measured at ground level, nor any arbors, trellises or gazebos may be removed without the prior written approval of the Architectural Control Committee and the Architectural Control Committee may require the replacement, at the Owner's sole cost and expense, of any trees, arbors, trellises or gazebos removed without permission. Approval for the removal of trees located within ten (10') feet of the main dwelling or accessory building or within ten (10') feet of the approved site for such building will be granted unless such removal will substantially decrease the attractiveness of the Property.

Section 13. New Construction. Only construction of new buildings shall be permitted on a Lot, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting the same into a dwelling.

Section 14. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot, or is being commenced for any reason including damage repair, located within the Property must be continued with reasonable diligence to completion and no partially completed building, landscaping or other improvement(s) shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Board of Directors and Architectural Control Committee have the authority to set reasonable completion dates for construction, damage repair and landscaping however no such completion date may be more than nine (9) months from the date approved for commencement unless approved in writing by the Board of Directors. All lawn areas and landscaping located on any Lot must be installed and established, in accordance with the plans approved by the Architectural Control Committee, no later than six (6) months after the date on which a Certificate of Occupancy has been issued

for the residence on such Lot. Any damage to the street, curb or sidewalk or to any part of any Common Area or utility system caused by an Owner or Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements. Every builder constructing improvements upon a Lot shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash or other debris. All Owners and Owners' builders shall comply with such rules of the Association as are from time to time adopted with respect to construction of Improvements. All Owners shall be responsible to insure that any contractor employed by them complies with all Builders Rules adopted by the Association from time to time.

Section 15. Floor Areas. The total heated floor area of the main dwelling on each Lot, exclusive of porches, terraces, decks, breezeways, garages, basements, attics and outbuildings, shall be a minimum of 260 square feet and shall not necessarily be uniform, while the Declarant is in control of the Association. The Declarant only, shall have the right to designate any alternate square footage by creating a variance for a Lot via the procedures outlined in this Article. Approval or disapproval shall be in the Declarant's sole discretion.

Section 16. Sediment Control. Sufficient sediment control measures including, but not limited to, installation and maintenance of silt fences, straw base fences, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary by the Architectural Control Committee, shall be taken by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 17. Septic Tanks and Wells. No septic tanks shall be installed, used or maintained on any Lot. No wells shall be installed, used or maintained on any Lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling which shall furnish domestic water from sources beyond the boundary lines of the Lot. Notwithstanding the foregoing prohibition, the Architectural Control Committee may permit in writing the installation, use and maintenance of wells for irrigation.

Section 18. Air Conditioning Equipment. No air conditioning or heating apparatus shall be installed on the ground in front of any residence on a Lot. No air conditioning or heating apparatus shall be attached to the wall or be installed on the ground in front of a residence on a Lot.

Section 19. Gas Meters. Unless otherwise approved by the Architectural Control Committee, no gas meter shall be set in the front of a residence of a Lot unless such meter is of an underground type.

Section 20. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.