

STATE OF SOUTH CAROLINA  
) COUNTY OF LEXINGTON

"Pursuant to S.C. Code Ann. §30-6-10, et Seq., and the Regulations promulgated therefore, this document was electronically recorded and is the original of said document."

**AMENDMENT OF THE DECLARATION OF COVENTANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAS AT QUAIL CREEK**

THIS AMENDMENT (this "Supplemental Declaration") is made this 23 day of February, 2018, by Villas at Quail Creek Homeowners Association, Inc., a South Carolina non-profit corporation (the "Association"). All terms not otherwise defined herein shall have the meanings set forth in the Declaration (as hereinafter defined).

**RECITALS**

WHEREAS, D.R. HORTON, INC. was the "Declarant" under that certain Declaration of Covenants, Conditions, and Restrictions for The Villas at Quail Creek (the "Declaration"), dated August 6, 2015, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Book 17835 at Page 242; and

WHEREAS, pursuant to Section 3.3 of the Declaration, Declarant's Class B membership has terminated because all of the Lots in the Community have been conveyed to other Owners; and

WHEREAS, pursuant to the definitions section of the Declaration, the "Declarant Control Period" has ended because the Declarant ceases to own any real property located in the property as described in Exhibit A and Exhibit B of the Declaration; and

WHEREAS, Section 17.3 of the Declaration provide that the Declaration may be amended by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lot owners (Exhibit "A"), which is equivalent to sixteen (17) of the current Twenty-Five (25) lots existing in The Villas at Quail Creek, Phase 9A, Phase 9B, and Phase PC (Exhibit "B"); and

WHEREAS, the Association desires, along with the approval of sixty-seven percent (67%) to amend the Declaration.

NOW, THEREFORE, the Association hereby amends the Declaration

**ADDITIONAL PROVISIONS**

✓ Section 6.2 Association Responsibility is hereby amended by adding the following subjection:

(e) Mowing the on front, side, and back lawns of each residential lot on a regular basis.

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WHEREAS, pursuant to Section 3.3 of the Declaration, Declarant's Class B membership has terminated because all of the Lots in the Community have been conveyed to other Owners; and

WHEREAS, pursuant to the definitions section of the Declaration, the "Declarant Control Period" has ended because the Declarant ceases to own any real property located in the property as described in Exhibit A and Exhibit B of the Declaration; and

WHEREAS, Section 17.3 of the Declaration provide that the Declaration may be amended by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lot owners (Exhibit "A"), which is equivalent to sixteen (17) of the current Twenty-Five (25) lots existing in The Villas at Quail Creek, Phase 9A, Phase 9B, and Phase PC (Exhibit "B"); and

WHEREAS, the Association desires, along with the approval of sixty-seven percent (67%) to amend the Declaration.

NOW, THEREFORE, the Association hereby amends the Declaration

**ADDITIONAL PROVISIONS**

✓ Section 6.2 Association Responsibility is hereby amended by adding the following subjection:

- (e) Mowing the on front, side, and back lawns of each residential lot on a regular basis.

Section 6.3 Owner's Responsibility is hereby amended by deleting the following subjections:

(b) Hereby deleted;

✓ Section 9.15 Capitalization of Association is hereby amended by adding the following subjection:

(e) The amount for the initiation fee shall be changed to Two hundred and No/100<sup>th</sup> Dollars (\$200.00).

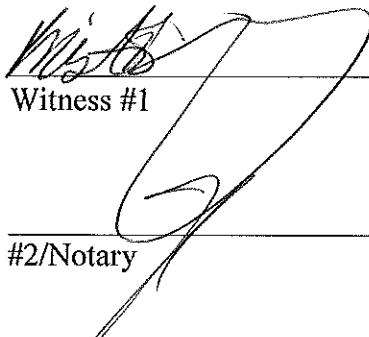
IN WITNESS WHEREOF, the Association has caused this Supplemental Declaration to be executed on the day and year first above written.

FURTHER RESOLVED, that all actions taken by the Association and its directors with regard to the subject matter of the foregoing resolutions prior to the date hereof shall be and hereby are approved, adopted, ratified and affirmed.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: 23 day of February, 2018 Signed, Sealed and

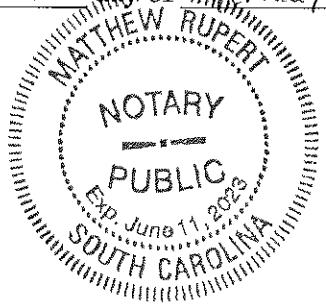
Delivered in the Presence of:

  
Witness #1  
#2/Notary

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_  
ACKNOWLEDGMENT

I, a Notary Public for South Carolina, do hereby certify that Marvin Richburg as President of The Villas at Quail Creek Community Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and seal this 8<sup>th</sup> day of February, 2018.



  
(L.S.)  
The Villas at Quail Creek Community  
Association, Inc.

Witness By: Marvin Richburg, President

S.C. §30-5-30  
(EFFECTIVE JANUARY 1, 1995)

  
(L.S.)  
Notary Public  
My Commission Expires: 6/11/2015  
Exhibit A

## Exhibit B

All those certain pieces, parcels or lots of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 on a Bonded Plat of Quail Creek Subdivision - Phase 9A prepared by Construction Support Services dated July 20, 2014 and recorded September 24, 2014 in Book 17205 at Page 131. Reference being made to said latter plat for a more complete and accurate description thereof. All measurements being a little more or less.

Also

All those certain pieces, parcels or lots of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 13, 14, 15, 16 & 17 on a Final Plat of Quail Creek Subdivision - Phase 9B prepared by Construction Support Services dated February 3, 2017, and recorded in Oversized Plat Book 19124 at Page 111. Reference being made to said latter plat for a more complete and accurate description thereof. All measurements being a little more or less.

Also

All those certain pieces, parcels or lots of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 18, 19, 20, 21, 22, 23, 24 & 25 on a Final Plat of Quail Creek Subdivision - Phase 9C prepared by Construction Support Services dated May 22, 2017, and recorded in Oversized Plat Book 19299 at Page 99. Reference being made to said latter plat for a more complete and accurate description thereof. All measurements being a little more or less.

Also

All that certain piece, parcel, or lot of land with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as "Private Detention Pond 0.86 Ac" on a Final Plat of Quail Creek Subdivision - Phase 9A prepared by Construction Support Services dated July 26, 2016, and recorded in Oversized Plat Book 19124 at Page 110. Reference being made to said latter plat for a more complete and accurate description thereof. All measurements being a little more or less.

WHEREAS, Section 17.3 of the Declaration provide that the Declaration may be amended by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lot owners (Exhibit "A"), which is equivalent to sixteen (17) of the current Twenty-Five (25) lots existing in The Villas at Quail Creek, Phase 9A, Phase 9B, and Phase PC (Exhibit "B"); and

WHEREAS, the Association desires, along with the approval of sixty-seven percent (67%) to amend the Declaration.

Matthew Havens  
Owner 1: MATTHEW HAVENS

Date: 2-19-18  
Address: 2043 Chipmunk Ln  
West Columbia, SC 29169

Matthew Havens  
Owner 3:  
Date: 2/10/18  
Address: 2043 Chipmunk Ln  
West Columbia, SC  
29169

Patricia Chandler  
Owner 5:  
Date: 2/12/18  
Address: 2035 Chipmunk Ln.  
29169 West, Columbia, SC

Ruth Hayes  
Owner 7:  
Date: 2-17-2018  
Address: 2312 Chipmunk Ct.  
West Columbia SC

Ruth Hayes  
Owner 9:  
Date: 2-12-2018  
Address: 2315 Chipmunk Ln  
W. Columbia, SC

Mark A. Hard  
Owner 2: 2047 Chipmunk Ln

Date: West Columbia, SC 29169  
Address:

Mark A. Hard  
Owner 4: 2-12-18  
Address: 2039 Chipmunk Lane  
W. Columbia 29169

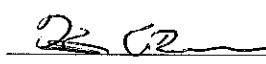
Mark A. Hard  
Owner 6:  
Date: 02/12/18  
Address: 2038 Chipmunk Ln.  
West Columbia, SC 29169

Ron Baker  
Owner 8:  
Date: 2/13/18  
Address: 2321 Chipmunk Ct

Pat Shire  
Owner 10:  
Date: 2/13/18  
Address: 2311 Chipmunk Ct  
W. Columbia, SC 29169

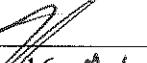
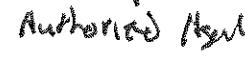
Owner 11: McBurn Hones, LLC by Matthew Rupert, (Authorized) Agent  
Date: 2/03/18  
Address: Lot 19

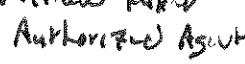
  
Owner 12:  
Date: 2/13/18  
Address: 2307 Chipmunk Ct  
Columbia SC 29169

  
Owner 13:  
Date: 2/17/18  
Address: 2303 Chipmunk Ct, Columbia SC 29169

  
Owner 14: McBurn Hones, LLC by Matthew Rupert  
Date: 2/03/18   
Address: Lot 23

  
Owner 15: McBurn Hones, LLC by Matthew Rupert, (Authorized) Agent  
Date: 2/03/18  
Address: Lot 21

  
Owner 16: McBurn Hones, LLC by Matthew Rupert  
Date: 2/03/18  
Address: Lot 20 

  
Owner 17: McBurn Hones, LLC by Matthew Rupert  
Date: 2/03/18   
Address: Lot 18