

BOOK 272 OF
Deeds
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CLERK OF COURT
MCCORMICK COUNTY, SC

**AMENDED and RESTATED DECLARATION of
FUREY PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.**

2014 DEC 10 AM 11:30

THIS AMENDED and RESTATED DECLARATION of Furey Plantation made pursuant to Article IV paragraph B of the Declaration recorded in the Office of the Clerk of the Court of Common Pleas of McCormick County South Carolina in Deed Book 83, page 78 is made this 10th day of Dec. 20 14, by FUREY PLANTATION PROPERTY OWNERS' ASSOCIATION, INC. hereinafter referred to as "ASSOCIATION".

WHEREAS, the undersigned are the duly elected President and Secretary of the Association and certify that the amendment was adopted on the 16th day of November 2014. Notice of the meeting at which the amendment was adopted was given on the 14th day of October 2014. At the time of its adoption the total number of the votes held by voting members of the Association was 72. The total number of votes required to constitute a quorum at the meeting of the Association was 44. The number of votes necessary to adopt the amendment was 38. The total number of votes cast in favor of the amendment was 54, and the total number of votes cast against the amendment was 0.

WHEREAS, the effective date of the amendment will be 40 days from the recording of this amendment and notice of amendment in the Office of the Clerk of the Court of Common Pleas in McCormick County, South Carolina.

WHEREAS, the aforementioned Declaration as amended is deleted and in lieu thereof the following restated and amended Declaration.

WHEREAS, the ASSOCIATION and its MEMBERS are the owners of certain real property known as Furey Plantation Subdivision, described herein as Properties and Community Common Properties.

WHEREAS, the Properties consist of a residential community of single family residences with Community Common Properties consisting of an entrance area, drainage areas, lagoons drainage easements, and utility easements, said areas being hereinafter defined as "Community Common Property";

A. "Association" shall mean and refer to the Furey Plantation Property Owners Association, LLC, an LLC existing under the laws of the State of South Carolina.

B. "Properties", "Furey", and "Furey Plantation" shall mean and refer to the real property described in Exhibit A and additions thereto are subjected to this declaration or any supplemental declaration.

C. "Community Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased by the Association and designated in said deed or lease as common properties, to include the property described in Exhibit B. The term "Community Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Community Common Property". All Community Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests of the Owners, persons occupying dwelling places or accommodations of Owners as a guest or on a tenant basis, and visiting members of the general public to the extent permitted by the Board of Directors of the Association subject to operating rules adopted by the Association; however, provided that any lands which are leased by the Association for use as Community Common Properties shall lose their character as Community Common Properties upon the expiration of such lease.

D. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling located within the properties. A "Family Dwelling Unit" shall be deemed to exist only after certification of completion of the improvements by the Architectural Control Committee.

E. "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the properties with the exception of the Community Common Properties, which is intended for use as a site for a single family detached dwelling shown upon any final subdivision map of any part of the properties.

F. "Owner" shall mean and refer to the owner as shown by the Real Estate Records in the office of the Clerk of the Court of Common Pleas of McCormick County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any residential lot or family dwelling unit situated upon the properties, but notwithstanding any applicable theory of a mortgage; shall not mean or refer to the mortgagee or holder of a security interest, its successors or assigns, unless and until such mortgagee or holder of a security interest has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure (and has held such title for a period of one (1) year) nor shall the term "Owner" mean or refer to any lessee, or tenant of any owner. In the event that there is recorded in the office of the Clerk of the Court of Common Pleas of McCormick County, South Carolina, a long-term contract of sale covering any lot or parcel of land within the properties, the owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

G. "Member" shall mean and refer to all those owners who are members of the Association as provided for in this declaration.

H. "Lake Lot" shall mean and refer to those lots, which touch a lake, pond, Lagoon or similar body of water.

PROTECTIVE COVENANTS RESTRICTIONS AND CONDITIONS

ARTICLE I – GENERAL LIMITATIONS

A. **Architectural Control Committee:** In order to enhance the aesthetic quality of the Properties, the natural beauty of the environment, and the overall structural character of the neighborhood, the Association has established an Architectural Control Committee (hereinafter referred to as "ACC"), whose function is to advise the homeowners as to the quality of the Owner's construction plans, their general keeping with the overall development theme of the neighborhood, and their relation to the proposed lot and site location. It is the Committee's function to advise the Owner as to any changes in the Owner's tentative plans, which will enhance the appeal of his or her residence and his or her neighborhood.

1. **Size of Dwelling.** No Family Dwelling Unit shall be erected on any interior lot that has less than 2,500 square feet of heated furnished and livable area, exclusive of basements, garages, and attics or any riverfront lot with less than 2,700 square feet of heated furnished and livable area, exclusive of basements, garages, and attics. This requirement is not retroactive on

existing homes. Current lot owners may petition the ACC for variations in size of dwelling units consistent with the original Covenants and ACC guidelines.

2. **Approval.** The following requires ACC approval before project begins:
 - i. Construction of a family dwelling Unit
 - ii. Clearing of any lot for building
 - iii. Landscaping or site work that touches or is adjacent to the paved roadways.
 - iv. Swimming pool
 - v. Fence or wall
 - vi. Plants that are the equivalent of a fence
 - vii. Construction of a permanent building or structure (garage, green house, pool house, gazebo, etc.)
3. **Approval Process.**
 - i. The approval process starts with the submission of an Architectural Improvement Form that will be provided by the ACC. All information must be completed and submitted in duplicate with any specific drawings or plans to the ACC. The ACC has 30 days from date of submission to approve/disapprove and deliver ACC's decision to the Member. If within 30 days the member does not receive approval/disapproval the Member may commence with the project.
 - ii. Disapproval of projects may be based on violation of the covenants, infringement on Community Common Property, exterior design, general quality in relation to the standards of the neighborhood area, the location in relation to the surrounding structures and topography or any violation of state, local or federal law or regulation.
 - iii. In the event any Owner violates the terms of this Article I, the Association, shall give written notice.

B. It is the responsibility of each owner to prevent any unclean, unsightly, or unkempt conditions of buildings or grounds on the Owner's property, which shall tend to substantially decrease the beauty of the neighborhood areas or the development as a whole.

C. No Owner, builder, contractor, sub-contractor or any agent, employee or servant of any such person, firm, or corporation shall cause or permit the dumping of trash or other refuse on any property within Furey Plantation. The Owner shall be responsible for the enforcement of this sub-paragraph. In the event this sub-paragraph is not complied with, the Association shall have the right, but not the obligation, to remove any such dumping, or refuse at the Owner's expense. The Owner shall pay the Association for such cost within 30 days of receipt of written notice of the cost. If suit is filed to collect the amount owed by the Owner to the Association the Owner agrees to pay all court costs and reasonable attorney's fees. Dumping anything into the Savannah River is prohibited.

D. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done tending to cause embarrassment, discomfort annoyance, or nuisance to any owner or guest thereof in Furey Plantation.

E. Should any unclean, unsightly, or unkempt conditions or any noxious or offensive activity or device or thing of any sort be carried on upon any portion of the properties, the Association or their duly appointed agent shall take action to prevent the violation as provided in this Article.

F. Except as otherwise permitted herein, no plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the development by the owners or the guests hereof may be maintained.

G. Hunting of all wild animals, fowl, and game is hereby prohibited within the developed properties.

H. Garbage containers and other trash must be stored inside the garage, basement, or in a screened or fenced area except for collection day.

I. All tools, lawnmowers, or equipment of any kind must be contained within an enclosed area and hidden from public view when not in use.

J. Unless approved by the Association Board of Directors, there shall be no combination and/or subdivision of any lot or lots, which produce any lot or lots smaller in area than the original lot. In the event of the combination or the subdivision of one or more lots, the easements created hereby and referenced on applicable plats prior to the transaction shall exist on the resulting lots. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, take any grains of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

K. Septic tanks and sewage disposal systems shall be designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of McCormick County, South Carolina, the State of South Carolina, and appropriate public health authorities.

L. Temporary shelters, tents, recreational vehicles, etc., may be used as a temporary shelter without the approval of the Association Board of Directors. This prohibition shall not apply to shelters used by contractors during the construction of any family dwelling unit, or other provisions required by law. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and etc., may not at any time be used as a temporary or permanent residence or be permitted to remain on any portion of the properties after completion of construction thereon.

M. Any private float, dock, marina, platform, or any other structure built over, on, or under the surface of any lake or waterway, must receive ACC, McCormick County, and Army Corps of Engineers' approval.

N. No watercraft shall be propelled by internal combustion engine, or any other form of motorized operation, which may discharge liquids or gases into the internal lakes or lagoons.

O. No fuel tanks or similar storage receptacles may be exposed to front view, and such storage receptacles may be installed only within the main dwelling house, within an accessory building, or within a fenced or screened area or buried as approved by the ACC.

P. No trees measuring four (4) inches or more in diameter at a point one (1) foot above ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the ACC, unless located within ten (10) feet of a building, within ten (10) feet of the approved building site for such building, or within the right-of-way of driveways, walkways and septic drain fields. Exempted here from, shall be damaged trees as determined by the ACC or the Association or trees, which, must be removed because of an emergency.

Q. No trash, garbage, construction debris, or other unsightly or offensive material will be placed upon any portion of the properties, except temporary-incidental improvements of a bona fide use.

R. The exterior of all houses and other structures, site work and sufficient landscaping must be completed within one (1) year after the construction of same shall have commenced except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency, or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed; however, provided that the Owner shall not be required to complete the finish work on the interior of his house within one (1) year after construction has commenced if such interior finish work is performed in whole or part by such owner.

S. The streets and roadways within Furey Plantation shall be used only for temporary parking and no private vehicle of any sort shall be parked permanently or regularly on any street or roadway within the development. Owners shall be required to furnish adequate parking for their own vehicles within the confines of their property.

T. Minimum front, side, and rear setback lines for residences shall be determined by individual lot characteristics and shall be at the sole discretion of the ACC.

U. All utilities and services shall be placed underground from the property line or easement to the residence.

V. The established grade of lot is not to be raised by any individual so as to adversely affect an adjacent property Owner(s). All site work and grading shall be approved by the ACC. Grade work shall be consistent with governmental rules and regulations within the floodway/floodplain areas.

W. It is permissible to have dogs, cats, or other household pets as long as they are not a public nuisance and comply with the law and regulations of McCormick County, South Carolina and the State of South Carolina. Other animals, livestock, and poultry of any kind are not permitted. Each property owner shall make adequate arrangements to maintain pets on the Owner's property and not permit pets to roam the neighborhood or to go on any other Owner's property or on any Community Common Property without being accompanied by the owners and leashed

Any resident of Furey Plantation who has household pets and desires to construct a fence to restrain such household pets may do so upon prior approval of the Architectural Control Committee.

Residents of Furey Plantation and their guests must clean up after their pets in the neighborhood.

X. Should the Owner of any residential lot in the subdivision acquire the oil, gas, and minerals located in or under and to be produced from said lot, said Owner, his heirs, successors and/or

assigns, shall never have the right to conduct any drilling, exploring, mining or other operations on the surface of said residential lot.

Y. It shall be the responsibility of each owner to keep his driveway in a reasonable state of repair. Driveways will be hard-surfaced unless the ACC shall for good cause permit another finish.

Z. Only vehicles bearing current license plates shall be parked or stored within public view from the road. Trucks over Three-quarter (3/4) ton, boat trailers, tractor trailers, recreation vehicles, boats and other vehicles stored on residential property must be screened from public view from the front of the house. Vehicles allowed: riverboats, jet-skis, non-motorized boats, kayaks, canoes, unenclosed utility trailers, golf carts, and ATVs. All vehicles must be screened from public view from the street.

AA. Each homeowner shall be required to erect and maintain a standard mailbox or as approved by the ACC.

BB. No commercial advertising signs shall be erected or maintained on any residential lot by anyone. For sale or for rent signs may be displayed. The ACC reserves the right to restrict the number, size, color, content of such signs and the length of time that such sign may remain.

CC. Only one single family residence may be erected on any residential lot. A single family residence may be constructed or remodeled so as to provide separate living quarters with separate entrances, but not a separate building, provided the separate living quarters are occupied by a relative by blood or marriage of the owner. Said property shall not be used, rented, sold, leased, or otherwise disposed of; for mercantile, manufacturing, or for any reason other than residential purposes. Any such remodeling shall be subject to the prior approval of the ACC.

DD. It is the intent of the ACC to limit fences so the beauty of the subdivision can be enjoyed by all. Any fence must be approved by the ACC and have a specific use identified for the construction. Fence height, building material and use will be highly scrutinized.

EE. No water may be pumped or drained from any internal lagoon or waterway without the prior written approval of the ACC.

FF. No antenna for the reception or transmission of radio or television signals shall rise more than Twelve (12) feet higher than the crown of the roof of the family dwelling unit upon which it is located. No satellite dish larger than 1 meter shall be erected or placed on any lot without the prior consent of the Architectural Control Committee.

GG. No owner of any lake lot shall construct or maintain any dock, boathouse, raft, boat or other structure adjacent, contiguous or on a lake or waterway without the prior written approval of the ACC.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Every owner of any lot in Furey Plantation shall be a member of the Association.

B. When any property is owned in the name of two or more persons or entities, whether fiduciaries, tenants in common, tenants in partnership, or in any other manner of common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting

the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and if or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- 1. If only one (1) votes in person or by proxy, their act binds all.
- 2. If more than one (1) votes in person or by proxy, the act of the majority so voting binds all.
- 3. If more than one (1) votes in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes.
- 4. If the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or even split for purposes of this paragraph shall be a majority or even split in interest.
- 5. The principles of this paragraph shall apply, but not be limited insofar as possible, to execution of proxies, waivers, consents, or to objections for the purpose of ascertaining the presence of a quorum

C. A lessee shall have the same rights to use the Community Common Property areas as the owner or lessor and shall be subject to all the terms and conditions of these restricted covenants the same as if such lessee was the owner.

D. Owners have one vote for a lot only and two votes for a lot with a home.

E. Owners must be in good standing with annual Assessments to maintain voting rights.

ARTICLE III – COVENANTS FOR ASSESSMENTS

A. Assessments:

1. The Association covenants and each Owner shall in the acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions off of this declaration, and to pay the Association general assessments or charges hereinafter collectively referred to as Assessments. For the purposes set forth in this article, such assessments are to be fixed, established, and collected from time to time as hereinafter provided. The assessments and dues together with such interest thereon and cost of collection thereof as hereinafter provided shall be a charge and continuing lien on the property and improvements thereon against which such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable.

2. Should the Association be required to employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney’s fees.

3. The assessments general and special levied by the Association shall be used exclusively for the acquisition, improvement, maintenance, and operation of the common properties and for the payment of services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance, construction of improvements, repair,

replacement, and additions to common properties, payment of the cost of labor, equipment, materials, management, streetlights, and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions. Those portions of the regular assessments which are collected and allocated to a reserve fund for depreciation, deferred maintenance or for other capital improvements, shall be deposited in a separate interest-bearing account or accounts in a commercial bank or savings and loan association, and shall not be used or borrowed upon for the purpose of paying for ordinary expenses, management, administration, and other recurrent expenses of the Association.

4. All assessments charged by the Association shall be rounded off to the nearest One (\$1.00) Dollar.

5. The Association may not suspend privileges or services provided by the Association during a period that assessments or other amounts due and owing in relation to the assessment remain unpaid for a period of thirty days after the member received notice of the unpaid amount and received an opportunity to be heard.

6. The Association shall within three (3) banking days after written request, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

7. If the assessment is not paid on or before the past due date specified herein for General, Special or Limited Special Assessments, then such assessment shall become delinquent and shall, together with interest thereon at the rate of one and one-half (1-1/2%) per month from the past due date and cost of collection thereof, be a charge and continuing lien on the real property and all improvements thereon, against which each such assessment is made, of the then owner, his heirs and devisees, personal representatives and assigns. The personal obligation of the owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain the owners personal obligation but shall also pass as a personal obligation to his successors in title and the Association shall have a lien on said property which shall be enforceable in accordance with the lien laws of the State of South Carolina.

8. If the assessment is not paid within thirty {30} days after the past due date, the Association may bring legal action against the owner personally obligated to pay the same or foreclose the lien against the property; and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the cost of the action.

9. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, security deed, or deed of trust hereafter placed upon the properties subject to assessment if, but only if, all assessments and charges with respect to such lot authorized herein and having a due date prior to the date such mortgage is filed for record have been paid. The liens and charges hereby subordinated shall apply only to the assessments which have become due and payable subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation, or the sale, or transfer of such property pursuant to a decree of foreclosure, sale under power, or any other proceeding or deed in lieu of foreclosure. Any such sale or transfer as part of a foreclosure proceeding shall not relieve such property from liability for any assessments accruing

after conveyancy by the mortgagee to a subsequent owner provided, however, that the mortgagee who purchased the property at such foreclosing proceeding shall not be liable for assessments until it has held title to the property for one (1) year.

10. The following property, individuals/ partnerships or corporations subject to this declaration shall be exempted from the assessment charges and lien created herein:

- i. The grantee in conveyances made for the purpose of granting utility easements;
- ii. All common properties as defined in these declarations;

B. **General Assessments:** An annual assessment to meet the reasonable and necessary expenses of the Association.

1. The Board of Directors of the Association shall fix the amount of the assessment against each residential lot or family dwelling unit for each assessment period and shall at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the possession of the secretary of the Association and shall be open to inspection by any owner.

2. The general assessment shall be fixed in a calendar year bases and shall be due and payable annually in advance. All Owners who acquire residential lots or Family Dwelling Units shall commence prorated payment of the assessment from the first day following the date of closing. Payment of the assessment shall be past due thirty (30) days after the date of billing.

3. The General Assessment shall be assessed equally against each Residential Lot.

C. **Special Assessments:**

1. In addition to the general assessment authorized above, the Association may levy special assessments for the purpose of defraying in part or in whole the cost of any construction or reconstruction, unexpected maintenance or repair, and replacement of the Community Common Properties and capital improvements thereon, if any. This includes the necessary fixtures and personal property related thereto, addition to the Community Common Property, to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein; provided that any such assessment shall have the consent of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, which written notice shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

2. The special assessment shall be assessed equally against each Residential Lot.

3. The quorum required for any action authorized to be taken by the Association members under this article shall be as follows:

- i. The first time any meeting of the members of the Association is called to take action under this article the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting a second meeting will be called, subject to the giving of proper notice, and the required quorum at such subsequent meeting shall be the presence of members or proxies entitled to cast fifty percent (50%) of the total vote of the membership of the Association.

- ii. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.
- iii. All assessments shall be based on the status and classification of property at the end of each month without adjustments for improvements completed during the month.

D. **Charge for use of Common Property:** The Board of Directors shall establish a schedule of fees to be charged for admission to and use of the community common properties and/or the facilities thereon should the Association so desire.

E. **Limited Special Assessments:** A limited number of Owners have been given authority to install septic tanks on Lot 42 and have the responsibility to maintain said systems in a healthy condition. If the Owner fails to maintain the systems in accordance to state and local regulations after being given thirty (30) days written notice by the Association, the Association may, but is not required to, correct the problem and the Owner will be liable for the cost of the repairs. The Association then will have all rights against the Owner as though it were a general or special assessment.

ARTICLE IV – THE ASSOCIATION

A. The Association shall be required to accept conveyances of and to reasonably maintain the Community Common Property and equipment, furnishings and improvements thereto.

B. The Association shall be authorized, but not required, to provide any services which the voting membership of the Association deems to be in its best interest.

C. The Association shall be governed by its Articles and By Laws.

D. The functions and services which are carried out or offered by the Association shall be determined by the Board of Directors of the Association and needs of the members of the Association. The functions and services which the Association is authorized, but not required, to carry out or offer may be added to or reduced at any time upon the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association; provided, however, that the functions and services authorized and/or rendered by the Association may be reduced by the Board of Directors of the Association and may also be changed by merger or consolidation of the Association.

ARTICLE V – COMMUNITY COMMON PROPERTIES

A. Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every member shall have an easement of enjoyment in and to the community common properties and such easement shall be appurtenant to and shall pass with the title of every residential lot and family dwelling unit.

B. The easement of use and enjoyment created hereby shall be subject to the following:

1. The right of the Association to assume and pay any liens or encumbrances against the property at the time of conveyance.

2. The right of the Association to take such steps reasonably necessary to protect the above described properties against foreclosures.

3. The rules and regulations of the Association and the right of the Association, as provided in its By-Laws, to suspend the rights and easement of enjoyment to any member or any tenant of any member for a period during which any assessment remains unpaid, and for any period not to exceed one hundred twenty (120) days for any infraction of its published rules and regulations; it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; subject to the rules and regulations, if any, established by the Association for such use. Should the Association be required to employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto, all costs of collection including reasonable attorney's fees.

4. The right of the Association to give or sell all or any part of the Community Common Properties including leasehold interests to any public agency, authority, utility, or private concern, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such gift or sale or determination as to thy purpose or as to the conditions thereof shall be effective unless such dedication, transfer and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the president or vice-president and secretary or assistant secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Community Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

5. The rights of reversion of the lessor of any Community Common Properties leased by the Association upon expiration of the lease.

6. The Association owns the lakes and interior waterways and is responsible for their maintenance, as herein provided, shall include the pumping of adequate water from the Savannah River or well to such lake or other waterway to maintain a reasonable depth of water in such lakes or other waterways.

7. All property Owners shall have access to the river through the Common Community Property or the marina as well as all other recreational facilities constructed by the Association

8. The Owners of non-lake lots within the subdivision shall have access and the right to fish in said lakes or waterways but only with access from the banks in the Common Community Property areas or from a boat.

ARTICLE VI – MISCELLANEOUS PROVISIONS

A. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this declaration and their respective legal representatives, heirs, successors and assigns for a period of twenty-five (25) years from the date this declaration is recorded. Upon the expiration of said twenty-five (25) year period, this declaration shall be automatically renewed and extended. Upon the expiration of each ten (10) year renewal period, thereafter, this declaration shall be automatically renewed for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this declaration if during the last year of the initial twenty-five (25) year period, or during the last year of any subsequent ten (10) year renewal period, three-

fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this declaration is to be considered shall be given each member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against said resolution. Said certificate shall be recorded in the office Clerk of the Court of Common Pleas of McCormick County, South Carolina, and may be relied upon by all parties at interest for the correctness of the facts contained therein as they relate to the termination of this declaration.

B. This declaration can be amended at any time provided that three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote in favor of the proposed Amendment. Notice shall be given to each member by mail to their address at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an amendment to this declaration which shall set forth the amendment, the effective date of the amendment, which in no event shall be less than thirty (30) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, and the total number of votes cast for and against the amendment. Such amendment shall, be recorded in the office of the Clerk of the Court of Common Pleas of McCormick County, South Carolina.

C. Any notice required to be sent to any member or owner under the provisions of the declaration shall be deemed to have been properly sent, and notice thereby given, when mailed with the proper postage affixed to the last known address of the person or entity as the same appears on the records of the Association, on the first day of the calendar month in which said notice is mailed. Notice to one (1) of two (2) or more co-owners of a residential lot or family dwelling unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the Owner's predecessor in title.

D. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction either to restrain or enjoin violations, or to recover damages, or by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. Every owner hereby waives any trial by jury in any action or proceeding brought by the Association to enforce any of the covenants or restrictions contained herein. Further, no Owner will interpose any counterclaim, except compulsory counterclaims, in any proceeding brought by the Association to enforce any of these covenants or restrictions. The remedies given to the Association herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the Association's rights to exercise any or all of the others or those which may be permitted by law or

equity. The failure to enforce any rights, reservation, restrictions, or condition contained in this declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney's fees as a part of such action.

E. Should any covenant or restriction herein contained or any article, subsection, sentence, clause, phrase, or term of this declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

F. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this General Declaration of Covenants and Restrictions shall be provided an interpretation or construction that will best tend toward the consummation of the general plan of improvements.

G. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-laws of the Association, unless the terms of this instrument provide otherwise.

H. In the event that this declaration is declared void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the members of the Association should vote not to renew and extend this declaration as provided for, all community common properties owned by the Association at such time shall be transferred to a Trustee appointed by the Clerk of Court, McCormick County, South Carolina. Said Trustee shall own and operate said community common properties for the use and benefit of Owners within the properties as set forth below:

1. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this declaration is declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

2. The singular form as used herein shall be construed as the plural form, and the masculine form as the neuter or feminine form, wherever the context so requires or admits, and vice-versa.

3. The terms of this agreement shall enure to the benefit of, and binding upon the respective parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

ARTICLE VII - THE PROPERTIES

A. The subdivision properties are described in Exhibit A. In addition, Common Community Properties are described in Exhibit B.

B. Upon approval in writing the Association pursuant to three-fourths (3/4) of the vote of those present at a duly called meeting, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the declaration to such additional property.

C. Upon a merger or consolidation of the Association with another Association, if provided for In the By-laws of the Association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association; or, In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving entity pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration within the properties, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall affect any revocation, change of, or addition to the covenants established by this declaration within the existing property.

Signed and Sealed in the Presence of:

FUREY PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

Daun Webster
Witness (1)

Donald Webster (L.S.)
Donald Webster, President

[Signature]
Witness (2)

Elizabeth Grant (L.S.)
Elizabeth Grant, Secretary

STATE OF GEORGIA)
COUNTY OF Richmond)

PERSONALLY appeared before me, the undersigned and made oath that s/he saw the within named Donald Webster, as the President of Furey Plantation Property Owners' Association, Inc. and Elizabeth Grant, as the Secretary of Furey Plantation Owners' Association, Inc., sign, seal and as his/her act and deed deliver the within written Amended and Restated Declaration of Furey Planation Property Owners' Association, Inc. and that s/he with Brandi Thomas witnessed the execution thereof.

SWORN TO BEFORE ME this
9 day of DEC, 2014.

Brandi Thomas

Notary Public State of: GA
My Commission Expires: Oct - 2018



Dean S Webster
Witness (1)

EXHIBIT "A"

I.

All those certain tracts, parcels and lots of land situate, lying and being in McCormick County, South Carolina in a subdivision known as Furey Plantation and consisting of lots 31 through 48, inclusive, lots 49 through 58, inclusive, and lots 59 through 71, inclusive, of Section I-A of Furey Plantation as shown on plat of Section I-A of Furey Plantation, dated November 6, 1987, prepared by Cranston, Robertson & Whitehurst, P.C. for Furey Development, Inc. and recorded in the records of McCormick County, South Carolina, in Plat Book 9m Pages 272, 273, 274, 275.

Also all that certain tract, parcel and lot of land situate, lying and being in McCormick County, South Carolina and shown on said plat as "River Bend Landing" and as containing 84,300 square feet, more or less.

This is the same property described in the General Declaration of Restrictive Covenants for Phase I of Furey Plantation Subdivision dated the 21st of December 1987 and recorded in the Clerk of Court's Office of McCormick County, South Carolina at Deed Book 83, page 78.

As modified by:

The modification of lots 55 and 56 of Phase I of Furey Plantation Subdivision by plat dated September 7, 1988 prepared by Cranston, Robertson, and Whitehurst, P.C. for Furey Development, Inc. recorded in the Clerk of Court's Office for McCormick County, South Carolina in Plat Book 15 at page 60 on September 13, 1988 at 1:15 p.m., reference to said plat for a more detailed description as to the metes, bounds and location of the re-subdivided Lots 55 and 56 described above and said plat by reference is made a part of this description.

The modification of "River Bend Landing Common Area" a re-subdivision as shown on a plat prepared by Cranston, Robertson, & Whitehurst, PC Civil Engineers, dated September 30, 1998, and recorded in Plat Book 18, at Page 222, in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for more accurate metes, bounds, distances and location.

The modification of lots 31 to and including 34 and 52 to and including 54 of Phase I of Furey Plantation Subdivision by re-subdivision plat dated June 6, 1995, revised 9/22/95 and 10/16/95 prepared by Cranston, Robertson, and Whitehurst, P.C. for Furey Development, Inc. recorded in the Clerk of Court's Office for McCormick County, South Carolina in Plat Book 17 at page 190 on October 30, 1995 at 12:16 p.m., reference to said plat for a more detailed description as to the metes, bounds and location of the re-subdivided Lots of lots

31 to and including 34 and 52 to and including 54 described above and said plat by reference is made a part of this description.

AND;

II.

All those certain lots situate, lying and being in McCormick County, South Carolina, and designated as lots 101 to and including lot 106 inclusive of lot upon a Plat of Section I-B prepared for Furey Development, Inc. by Cranston, Robertson & Whitehurst, P.C., dated February 12, 1993, revised December 20, 1995, and recorded in Plat Book 14, at Page 240, in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for more accurate metes, bounds, distances and location.

Lot 103 is subject to the terms of a Judgment and agreement of parties Entered on September 14, 2006 in the case of Furey Plantation Property Owners Association, Inc. v. Bernd H. Grimm and Rosemary Grimm recorded in the Office of the Clerk of the Court of Common Pleas of McCormick County South Carolina.

AND;

III.

All those certain lot situate, lying and being in McCormick County, South Carolina, and designated as lot 225 on a plat prepared for Furey Development, Inc. by Cranston, Robertson & Whitehurst, P.C., dated November 15, 1988, and recorded in Plat Book 15, at Page 77, in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for more accurate metes, bounds, distances and location. This is the same property conveyed to Margaret P. Carter by title to real estate from Furey Development, Inc. dated December 20, 1983 and recorded in said Clerk's Office in Deed Book 89, page 56.

EXHIBIT “B”

TRACT A

All that lot, tract, or parcel of land, with improvements thereon, situate, lying, and being in McCormick County, South Carolina, and designated as Lot forty-two (42), Section I-A of a subdivision known as Furey Plantation. A copy of said plat having been recorded in the Office of the Clerk of Court for McCormick County, South Carolina in Plat Book 9, at pages 272, 273, 274, 275 and reference is hereby made to said plat for more accurate metes, bounds, distances and location. Subject to the rights of the owners of Lots 40 and 55 of said plat to maintain a remote drain field as shown on a plat prepared by H. Lawson Graham & Associates, Inc. recorded in aforesaid Clerk’s Office in Book 22 at page 112 and agreements recorded at Book 139 of Deeds page 120 and Book 187 of Deeds page 135.

TRACT B

A twenty (20) foot wide strip, extending between a public road and common land of the development lying between Lots thirty-eight (38) and thirty-nine (39) in said subdivision, as more particularly shown upon sheet 4 of the Plat of Section I-A of a subdivision known as Furey Plantation, prepared by Thomas Heard Robertson, Civil Engineer, said Plat being dated November 6, 1987, recorded in McCormick County Plat Book 9, pages 272, 273, 274 and 275 in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for more accurate metes, bounds, distances and location. Said strip is subject and subservient to the right of travel for the purpose of access, ingress and egress, between the said public road and the said common lands.

ALSO: LOT C

ALL and singular that certain piece, parcel, or lot of land, with improvements thereon, situated, lying, and being in Washington Township, County of McCormick, State of South Carolina, containing 1.935 acres, more or less, and being shown and depicted as “River Bend Landing Common Area” on sheet 4 of the Plat of Section I-A of a subdivision known as Furey Plantation prepared by Thomas Heard Robertson, Civil Engineer, dated November 6, 1987, and recorded in Plat Book 9, at Pages 272, 273, 274, and 275 in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for

more accurate metes, bounds, distances and location. Said Lot is BOUNDED: On the Northwest and Northeast by common lands of Furey's Plantation; on the Southeast by Savannah River; and on the Southwest by Lot fifty-five (55) of said subdivision.

Less and excepting all those tracts and subject easements and agreements in the title to real estate recorded in aforesaid Clerk's Office in Deed Book 140 at page 164.

SUBJECT TO: a drainage and utility easement as shown on said plat.

ALSO:

ALL and singular those certain pieces, parcels, or lots of land, situate, lying, and being in Washington Township, County of McCormick, State of South Carolina, containing eight and seven hundred eighty-two/thousandths (8.782) acres, more or less, being shown and depicted upon sheets 3 and 4 of the Plat of Section I-A of a subdivision known as Furey Plantation prepared by Thomas Heard Robertson, Civil Engineer, dated November 6, 1987, and recorded in Plat Book 9, at Pages 272, 273, 274 and 275 in the Office of the Clerk of Court for McCormick County, South Carolina, containing, but not being limited to, certain ponds or lakes, being irregular in shape and being bounded, as a whole, by lands of Pollard Lumber Company, Inc.; by the right of way of South Carolina Highway #28; by a common area lot, described hereinabove as Lot C; by Lot Fifty-five (55), fifty-six (56), fifty-seven (57), fifty-eight (58) of Section I-A of Furey Plantation; by a public road; by Lots fifty-one (51), fifty (50), forty-nine (49), forty-eight (48), forty-seven (47), forty-six (46), forty-five (45), forty-four (44), forty-three (43), forty-two (42), forty-one (41), forty (40), thirty-nine (39), thirty-eight (38), thirty-seven (37), thirty-six (36), thirty-five (35), thirty-four (34), thirty-three (33) of Section I-A of Furey Plantation, and perhaps by lands of others. Reference is hereby made to said plat for more accurate metes, bounds, distances and location.

ALSO:

ALL and singular that certain piece, parcel, or lot of land, situate, lying, and being in Washington Township, County of McCormick, State of South Carolina, containing 71,309 square feet, more or less, being shown and depicted as

“Common Area & Drainage Easement” upon a Plat of a re-subdivision of a portion of Section I-A of a subdivision known as Furey Plantation prepared by Thomas Heard Robertson, Civil Engineer, dated June 6, 1995, revised September 22, 1995 and October 16, 1995, and recorded in Plat Book 17, at Page 190, in the Office of the Clerk of Court for McCormick County, South Carolina, reference is hereby made to said plat for more accurate metes, bounds, distances and location.

And this being a portion of the land conveyed to Furey Development, Inc., a Georgia Corporation, by deed recorded in Book 79 at page 58, records of McCormick County, South Carolina.

The above described properties are conveyed subject to certain Restrictive Covenants of record in the Office of the Clerk of Court for McCormick County, South Carolina and recorded in Deed Book 83 at page 78.

The above described properties are conveyed subject to right-of-way easement to South Carolina Electric and Gas recorded in Deed Book 77 at page 115, records of McCormick County, South Carolina.

The above described properties are conveyed subject to right-of-way easement of South Carolina Electric and Gas recorded in Deed Book 83 at page 82, records of McCormick County, South Carolina.

The above described properties are also conveyed subject to an Agreement between Grantor and McCormick County, South Carolina, recorded in Deed Book 76 at page 53 and the Grantees shall comply with all terms, conditions and provisions of said Agreement.

This instrument is subject to the right of McCormick County, South Carolina to install and maintain water lines in subdivision in said Agreement recorded in Deed Book 76 at page 53.

Tax Map # 250-00-00-009

Tax Map # 250-00-00-010

Tax Map # 205-00-00-042