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LINDA T. MESSERVY
DORCHESTER COUNTY, SC

SUPPLEMENTAL RESTRICTIONS FOR THE VISTAS AT WESCOTT PLANATATION SUBDIVISION

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J/
THESE SUPPLEMENTAL RESTRICTIONS, made on the date hereinafter set forth by Palmetto Traditional Homes, LLC, a South Carolina limited liability company having an office at 1213 Lady Street, Third Floor, Columbia, South Carolina 29201, hereinafter referred to as "Developer"

WITNESSETH:

WHEREAS, Developer is the owner of 13 lots (sometimes referred to individually as "Lot" or collectively as "Lots") located in Wescott Plantation and more specifically described as the Vistas at Wescott Plantation Subdivision which is located in the County of Dorchester, State of South Carolina, which is more particularly described as follows:

SEE EXHIBIT A

WHEREAS, the Lots are a part of Wescott Plantation and subject to the Declaration of Master Covenants, Conditions, and Restrictions for Wescott Plantation (and any amendments thereto) recorded in Book 2439 at Page 80 in the Office of the ROD for Dorchester County ("Declaration"), and each owner of a Lot is a member of the Wescott Plantation Master Association ("Association"), and

WHEREAS, the Developer is constructing single family residences on the Lots, whereby the maintenance of the yards and common area shall be provided by a landscaping service, and a supplemental assessment must be established to provide the necessary funds for such maintenance, and

WHEREAS, Assessment (as defined in the Declaration) does not include amounts to fund the amounts necessary for such landscaping service, and

WHEREAS, a supplemental assessment(s) shall be levied on the Lots to fund the necessary costs to fund the landscaping service.

NOW, THEREFORE, Developer hereby declares that all of the property described above be held, sold and conveyed subject to the following Supplemental Restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Landscaping Assessment. Lot owners shall pay a supplemental assessment (in addition to the Assessment) for the maintenance and upkeep of the landscaping in the front, side and rear yard of each Lot. Maintenance and upkeep of the landscaping in the front, side and rear yard of each Lot which shall be limited to irrigation of the front, side and rear yards, periodic cutting of the lawn, appropriate seasonal chemical application to the yard, if applicable, seasonal spreading of pine straw, and removal and replacement of diseased or dead trees or shrubbery, unless otherwise designated by the Association. Notwithstanding the provisions of this paragraph, if all or a portion of the front, side or rear yard is fenced in, then that part of the yard which is fenced in shall not be irrigated or maintained as provided for in this paragraph. Such supplemental assessment shall also include an amount necessary to maintain those common areas located within the Vistas at Wescott Plantation, and the total amount of the supplemental assessment shall be established by the Association, payable when the Assessment is payable, and shall be payable to the Association. The supplemental assessment shall be reviewed annually and adjusted to reflect any increases/decreases in the cost to provide such services.

The establishment, control and enforcement of this supplemental assessment shall be governed by Article

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ELLIS LAW HORNE

Ellis, Lawhorne & Sims, P.A., Attorneys at Law
PO Box 2285 Columbia, SC 29202

IXI of the Declaration. In addition thereto, the Developer, the Association, or any Lot owner, shall have the right to enforce, by any proceeding at law or in equity, this provisions contained in this Supplemental Restriction. Failure by the Association or by any Lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Developer specifically reserves the right to amend this Supplemental Declaration on its own motion without the consent of any other Lot owners for as long as Developer owns at least one (1) Lot in the Vistas at Wescott Plantation. At any time subsequent to the sale of the last Lot owned by the Developer, the Lot owners of the Vistas at Wescott Plantation may amend this Supplemental Declaration by a written, recordable amendment executed by no less than two-thirds (2/3rds) of the Lot owners in the Vistas at Wescott Plantation.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused these Supplemental Restrictions to be executed in its name and its corporate seal hereto affixed as of the 10th day of November, 2003.

WITNESSETH:

PALMETTO TRADITIONAL HOMES, LLC

Tony D. Cany
Witness Signature
Marilyn Baker
Notary Signature

By Wm. H. Oles
Its: meagor mckin

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he saw the within named Palmetto Traditional Homes, LCC by its member sign, seal and deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Tony D. Cany
Witness Signature

SWORN to before me this 10th day of Nov., 2003.

Marilyn Baker L.S.
Notary Public for
My Commission expires: 8/24/2009

EXHIBIT A

All those certain pieces, parcels, lots or tracts of land with any improvements thereon, situate lying and being in the County of Dorchester, State of South Carolina and more particularly shown and delineated as **Lots 175A, 176A, 177A, 178A, 180A, 198A, 209A, 219A, 220A, 221A, 222A, 223A, and 224A of The Vistas at Wescott Plantation**, on that certain plat entitled "Subdivision Plat Showing Wescott Plantation Phase 2A, a 13.776 Acre Tract of Land, a Portion of Tract B, Property of Wescott Development, Inc." prepared by Trico Engineering Consultants, Inc., dated January 21, 2003, revised February 6, 2003 and recorded in Plat Cabinet K at Slide 55, Office of the Register of Deeds for Dorchester County, and said lots having such boundaries and measurements as shown on the above described plat, which is specifically incorporated by reference herein.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 17th
Day of May 2003
at 8:39 a M and recorded
in book 3893 page 163
LINDA T MESSERVY
REGISTER OF MESNE CONVEYANCES