



Recording Date: 08/25/2010

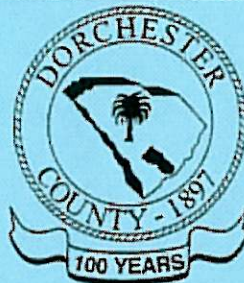
Instrument: 54

Book: 7608 Page: 119-123

FILED-RECORDED
RMC / ROD

2010 Aug 25 PM 1:00:29

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 10.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
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REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

FILED/RECORDED
August 25, 2010
DORCHESTER COUNTY
REGISTER OF DEEDS

Prepared by and after recording return to:

Gray B. Taylor, Esq.
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, South Carolina 29464

Please cross-reference to:

Declaration recorded in Book 3426, at Page 008;
Amend. recorded in Book 4048, at Page 304;
Second Amend. recorded in Book 4122, at Page 206;
Third Amend. recorded in Book 4609, at Page 266
and re-recorded in Book 4609, at Page 266.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF DORCHESTER)

**SUPPLEMENTAL DECLARATION OF
COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE FARM AT WESCOTT**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FARM AT WESCOTT (this "Supplemental Declaration") is made and entered into this 19th day of August, 2010, by D. R. HORTON, INC., a Delaware corporation (the "Declarant").

WHEREAS, the Declarant subjected certain real property located in Dorchester County, South Carolina to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Wescott, which was duly recorded February 7, 2003 in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 3426, at Page 008, as amended and supplemented (the "Original Declaration"); and

WHEREAS, the Declarant has previously amended the Original Declaration pursuant to the terms and provisions of that certain Amendment to Declaration of Covenants, Conditions and Restrictions for The Farm at Wescott, which was duly recorded in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 4048, at Page 304 (the "First Amendment"); as further amended by the terms and provisions of that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Farm at Wescott, which was duly recorded in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 4122, at Page 206 (the "Second Amendment"); as further amended by the terms and provisions of that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for The Farm at Wescott, which was duly recorded in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 4514, at Page 244 and re-recorded in Book 4609, at Page 266 (the "Third Amendment", the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, and this Supplemental Declaration collectively herein, the "Declaration"); and

WHEREAS, the Declaration constitutes the set of covenants, conditions, restrictions, affirmative obligations and easements which guide, control and direct the development and utilization of that certain planned unit development which is more particularly known as "The Farm at Wescott", which is more particularly described in the Declaration; and

WHEREAS, pursuant to the provisions of Section 17.3 of the Declaration, the Declarant may unilaterally amend and supplement the Declaration for any purpose provided such amendment or supplement does not materially adversely affect the rights of any Owner under the Declaration nor adversely affect title to any Unit absent that Owner's consent; and said right may be exercised by Declarant by the execution and filing of an amendment or supplement to the Declaration in the Office of the Register of Deeds for Dorchester County, South Carolina; and

WHEREAS, Phase 3E of "The Farm at Wescott" ("Phase 3E") is delineated on that certain plat entitled "FINAL SUBDIVISION PLAT OF TRACT A-2 RESIDUAL (16.62 AC.) CREATING PHASE 3E TOWNHOMES THE FARM AT WESCOTT PREPARED FOR: D. R. HORTON, INC.", prepared by F. Elliotte Quinn, III, S.C. RLS No.: 10292, of Thomas & Hutton Engineering Co., dated April 6, 2006 and recorded June 22, 2006 in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book L, at Page 15 (the "Phase 3E Plat"); and

WHEREAS, Phase 3E has never been subjected to the terms of the Declaration or any amendment or supplement thereto; and

WHEREAS, Declarant has previously constructed an Amenity Center, which includes, but is not limited to, a pool facility, lake(s), club/pool house, and other recreational amenities (the "Owner Amenities"), for the sole benefit and use by members of the Association; and

WHEREAS, as Phase 3E has not been subjected to the Declaration, any Owner of any portion thereof is not a member of the Association and therefore is not entitled to the use of the Owner Amenities; and

WHEREAS, Declarant is not opposed to annexing Phase 3E and subjecting the same to the Declaration; however, fairness and equity dictate that any person or entity holding or coming to hold record title to any portion of Phase 3E not subject to the terms of the Declaration wishing to annex and subject said real property to the terms of the Declaration must remit a capital contribution to Declarant and the Association, in amounts described below, to repay the same for their previous investment and expenditures in developing the Owner Amenities; and

WHEREAS, it is the intent of Declarant to hereby supplement the Declaration with the terms and provisions hereof; and

WHEREAS, in order to accomplish the foregoing, Declarant executes this Supplementary Declaration.

NOW, THEREFORE, Declarant, pursuant to the terms and provisions of the Declaration, hereby amends and supplements the Declaration as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are true and correct and incorporated as if fully set forth herein. Unless otherwise defined herein, capitalized terms used in this Supplemental Declaration shall have the meanings ascribed to such terms in the Declaration.

2. **Amendment; Capital Contribution for Annexation.** Notwithstanding any provision of the Declaration to the contrary, any person or entity owning or hereafter coming to own the real property comprising Phase 3E, as said real property is defined in the recitals above, not subject to the terms and provisions of the Declaration and desiring to subject said Phase 3E real property to the terms and conditions of the Declaration in order for such person or entity, their successors or assigns, to utilize and enjoy the Owner Amenities, such person or entity shall be required to pay at the execution of any such document annexing said person's or entity's Phase 3E real property to the terms and provisions of the Declaration a one-time fee in the amount of Three Hundred Fifteen Thousand One Hundred Fifteen and 03/100 (\$315,115.03) Dollars made payable to the order of to the D. R. Horton, Inc. and a one-time fee in the amount of Fifty-Five Thousand and 00/100 (\$55,000.00) Dollars made payable to the order of to the Association (the "Annexation Amenity Contribution"). At the sole election of the Association, the portion of the Annexation Amenity Contribution due and owing to the Association may be paid on a per Lot basis, and upon such Association election said portion of the Annexation Amenity Contribution due and owing to the Association shall be Five Hundred and 00/100 (\$500.00) Dollars per Lot. The sole purpose of the Annexation Amenity Contribution is to reimburse D. R. Horton, Inc. and the Association for such costs associated with the planning, development, construction, maintenance, and repair of the Owner Amenities.

3. **No Other Amendment.** Except as otherwise provided herein, all other covenants, conditions, restrictions, terms and provisions as contained in the Declaration shall remain in full force and effect and shall fully and completely apply to the Additional Property.

[Balance of page intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, Declarant executes this Supplemental Declaration this 19th day of August, 2010.

SIGNED, SEALED and DELIVERED

WITNESSES

Marie L Barnett

Witness No. 1

D. F. D.

Witness No. 1

DECLARANT:

D. R. HORTON, INC.,
a Delaware corporation

Brian F. Gardner

By: Brian F. Gardner

Its: Division President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by D. R. Horton, Inc.; by Brian F. Gardner, its Division President, this 19th day of August, 2010.

Marie L Barnett (SEAL)

Notary Public for South Carolina

My commission expires: 9/29/15