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DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 22.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

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



1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Declaration.

2. Amendments. The Declaration is amended as follows:

- (a) The first paragraph of **Article VIII, Section 1** of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 1. Architectural Approval. During the Declarant Control Period, the Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "**Improvements**"). All Dwellings within the Properties must be constructed using the same prevailing exterior finish materials as those finish materials used on those Dwellings constructed by the Declarant unless such other finish materials are approved in writing by the Declarant during the Declarant Control Period, and thereafter by the Association's Architectural Review Committee.

[The remaining paragraphs of **Article VIII, Section 1** are unchanged.]

- (b) **Article XI, Section 7** of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 7. Failure to Maintain. If an Owner fails to maintain his Lot or the improvements thereon, the Declarant, Association or appropriate Subassociation, after giving such Owner at least ten (10) days' written notice, shall be authorized to enter the Lot and perform such maintenance at the Owner's expense. By accepting title to a Lot, each Owner shall be deemed to grant an easement for access to the Owner's Lot and Dwelling for such purpose, and such entry shall not constitute a trespass. In order to discourage Owners from abandoning their maintenance duties hereunder and, additionally, to compensate for administrative expenses incurred, a surcharge of not more than thirty percent (30%) of the cost of the applicable maintenance may be imposed. If such maintenance is undertaken by the Association, Subassociation or Declarant, the costs thereof, surcharges and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in **Article V** hereof.

- (c) **Article XII, Section 3** of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 3. Amendment. At any time prior to December 31, 2011, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same in the Office of the Register of Deeds of Dorchester County, South Carolina.

[The remaining paragraphs of **Article XII, Section 3** are unchanged.]

- (d) The Declaration is hereby to add the following Article XIII:

**ARTICLE XIII  
AMENITIES CONTRIBUTION FOR OTHER LOTS.**

The final subdivision plats for Tranquil Hill Plantation which were recorded in the Records Office on August 11, 2006, in Book L, Page 24, and on May 1, 2007, in Book L, Page 61, depict a total of 199 Lots consisting of the following: 99 lots identified on Exhibit "A"<sup>1</sup> to the Original Declaration which have been made subject to the operation of this Declaration by the Declarant; 56 lots now or formerly owned by Malphrus Development, Inc., a South Carolina corporation, and more particularly described in Exhibit "A" attached hereto ("**Malphrus Lots**"); and 44 lots now or formerly owned by Jessco Homes, Inc., a South Carolina corporation, or by Jessco, Inc., a South Carolina corporation, and more particularly described in Exhibit "B" attached hereto (the "**Jessco Lots**"). (The Malphrus Lots, Jessco Lots and any other lots not subject to the operation of this Declaration as of November 30, 2009 are collectively referred to as the "**Other Lots**" and individually as an "**Other Lot**"). As of November 30, 2009, none of the Other Lots have been made subject to the operation of this Declaration; consequently, no owner, family member, tenant or occupant of an Other Lot shall have the right to use the amenity area, pool, pool deck, clubhouse, community park or other amenities on the Common Areas (collectively, the "**Amenities**") of the Association.

The Declarant has paid for the construction and improvement of the pool, pool deck, clubhouse and certain other amenities in and/or on the Common Areas. In addition, the Declarant has paid

<sup>1</sup> Exhibit "A" which was attached to the Original Declaration actually referenced 100 lots as shown on the first subdivision plat recorded on April 21, 2006, in Book L, Page 6. Declarant and Malphrus later recorded a revised subdivision plat on August 11, 2006, in Book L, Page 24, which reconfigured some of the lots owned by Declarant, decreased the number of lots owned by Declarant from 100 to 99, and decreased the total number of lots in the subdivision from 200 to 199.

for other improvements to the Amenities. In the event that the Association subjects an Other Lot to the operation of this Declaration or otherwise grants or allows any owner, family member, tenant or occupant of an Other Lot, directly or indirectly, the right to use all or any portion of the Amenities (any such event being referred to as a "Triggering Event") at any time prior to December 31, 2019, then the Association shall be obligated to pay to the Declarant an Amenities Contribution, as hereinafter defined, for each such Other Lot for which a Triggering Event has occurred. The "Amenities Contribution" shall be the sum of \$3,000.00 per Other Lot together with interest thereon at the rate of twelve (12%) percent per annum compounded annually, commencing January 1, 2010 until paid. The Association shall be responsible for paying the Amenities Contribution to the Declarant for each Other Lot within ten (10) days after the occurrence of the Triggering Event as to such Other Lot. The Amenities shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, and easements set forth in the Declaration, including, but not limited to, this Article XIII, all of which shall run with the real property and be binding upon the Association and all parties owning any right, title or interest in said real property, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant. Prior to December 31, 2019, this Article XIII shall not be amended, deleted or restated without the prior written consent of the Declarant.

On or before January 31 of each calendar year, the Board of Directors of the Association shall be required to submit to the Declarant a certificate substantially in the form attached hereto as Exhibit "C" confirming whether any Triggering Event had occurred during the preceding calendar years and providing an accounting of the amounts due and paid to the Declarant for Amenities Contributions for any Other Lots for which a Triggering Event has occurred. Provided that the Board has provided timely and accurate certifications, the obligation to submit an annual certification to the Declarant shall expire after the earlier to occur of (i) the payment to the Declarant of the Amenities Contribution for all of the Other Lots, or (ii) March 31, 2020.

3. Conflicts. In the event that there is a conflict between this Third Amendment, the First Amendment, Second Amendment and the Original Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment, the First Amendment, the Second Amendment and the Original Declaration shall be construed as a single document.
4. Joinder of the Association. The Association joins in this Third Amendment to signify its acknowledgment of its obligations and liabilities under Article XIII of the Declaration as

amended in Section 2(d) of this Third Amendment to pay the Amenities Contribution for each Other Lot to Declarant upon the occurrence of a Triggering Event.

5. Completeness. Except as expressly set forth in this Third Amendment, the Declaration shall remain in full force and effect.

6. Counterparts. This Third Amendment may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Third Amendment may be detached from any counterpart of this Third Amendment without impairing the legal effect of any signatures thereon and may be attached to another.

[Remainder of page intentionally left blank. Signatures on following page(s).]



**JOINDER AND CONSENT  
OF THE ASSOCIATION**

IN WITNESS WHEREOF, Tranquil Hill Community Association, Inc., the entity charged with operation of the Tranquil Hill Community and the operation and maintenance of the Common Areas, has signed this Joinder and Consent as of the Effective Date set forth above to signify its joinder in and consent to the Third Amendment and its acknowledgement of its obligations and liabilities under Article XIII of the Declaration as amended in Section 2(d) of the Third Amendment.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ASSOCIATION:

Tranquil Hill Community Association, Inc. a  
South Carolina not for profit corporation

By: [Signature] (SEAL)

Name: JEFFREY SELLERS

Title: PRESIDENT

[Signature]  
Witness #1 Paola Serti

[Signature]  
Witness #2 Gabriel P. Cooper

STATE OF South Carolina )  
COUNTY OF Horry )

ACKNOWLEDGMENT

I, Cheryl Vineyard, a Notary Public for the State of South Carolina, do hereby certify that JEFFREY SELLERS, the PRESIDENT of Tranquil Hill Community Association, Inc. a South Carolina not for profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30 day of November, 2009.

[Signature] (SEAL)  
Notary Public for the State of South Carolina

My commission expires: 12/02/18

**CHERYL VINEYARD**  
Notary Public  
**STATE OF SOUTH CAROLINA**  
My Commission Expires 12-02-18

**EXHIBIT "A"****Description of the Malphrus Lots**

All those certain pieces, parcels or lots of land, together with the buildings and other improvements thereon, if any, situate, lying and being located in the County of Dorchester, State of South Carolina, and being shown and designated as Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191 and 192 on that certain plat of survey prepared by Joseph O. Eelman of Homer, Eelman & Gearhart, LLC, dated April 11, 2007, entitled "FINAL PLAT OF A SUBDIVISION SURVEY SHOWING PROPERTY LINES BEING ADJUSTED FOR LOTS 21 THRU 76 & 157 THRU 200 TRANQUIL HILL PLANTATION SURVEYED AT THE REQUEST OF JESSCO HOMES, LLC LOCATED IN OAKBROOK AREA DORCHESTER COUNTY, SC", and recorded on May 1, 2007 in the Records Office in Book L at Page 61. Said lot(s) having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: BEING a portion of the same property conveyed to Malphrus Development, Inc. by Deed from Trust UW of Ethel D. Branton a/k/a Ethel W. Branton, by Shelby B. Lamie, said deed being dated December 23, 2003 and recorded in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 4200 at Page 76, SAID Deed being corrected by Corrective Deed of Shelby B. Lamie, as Trustee of the Trust UW of Ethel D. Branton dated May 24, 1999 to Malphrus Development, Inc., said Corrective Deed being dated August 31, 2005 and recorded in said Office in Book 4970 at Page 143, SAID Deed being further corrected by Corrective Deed of Shelby B. Lamie, as Trustee of the Second Trust U-W of Ethel D. Branton dated May 24, 1999 to Malphrus Development, Inc., said Corrective Deed being dated April 11, 2006 and recorded in said Office in Book 5330 at Page 297.

AND BEING a portion of the same property conveyed to Malphrus Development, Inc. by Deed of the Trust U-W of Ethel D. Branton a/k/a Ethel W. Branton dated May 24, 1999 f-b-o Steven Branton by Shelby B. Lamie, said Deed being dated September 19, 2003 and recorded in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 4036 at Page 228, SAID Deed being corrected by Corrective Deed of Shelby B. Lamie, as Trustee of the Trust UW of Ethel D. Branton dated 05-24-99 f-b-o Steven Branton to Malphrus Development, Inc., said Corrective Deed being dated August 31, 2005 and recorded in said Office in Book 4970 at Page 148.

AND BEING a portion of the same property conveyed to Malphrus Development, Inc. by Deed from Michael Lane Pokorny, said Deed being dated December 23, 2003 and recorded in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 4036 at Page 224, SAID Deed being corrected by Corrective Deed of Michael Lane Pokorny to Malphrus Development, Inc., said Corrective Deed being dated August 31, 2005 and recorded in said Office in Book 4970 at Page 138.

TAX MAP PARCEL NUMBER(S):

TMS	Lot
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TMS	Lot
162-02-01-045	21
162-02-01-046	22
162-02-01-047	23
162-02-01-048	24
162-02-01-049	25
162-02-01-050	26
162-02-01-051	27
162-02-01-052	28
162-02-01-053	29
162-02-01-054	30
162-02-01-055	31
162-02-01-056	32
162-02-01-057	33
162-02-01-058	34
162-02-01-059	35
162-02-01-060	36
162-02-01-061	37
162-02-01-062	38
162-02-01-063	39
162-02-01-064	40
162-02-01-065	41
162-02-01-066	42
162-02-01-067	43
162-02-01-068	44
162-02-01-069	45
162-02-01-070	46
162-02-01-071	47
162-02-01-072	48
162-02-01-073	49
162-02-01-074	50
162-02-01-075	51
162-02-01-076	52
162-02-01-077	53
162-02-01-078	54
162-02-01-079	55
162-02-01-080	56
162-02-01-081	57
162-02-01-082	58
162-02-01-083	59
162-02-01-084	60

TMS	Lot
162-02-01-085	61
162-02-01-086	62
162-02-01-207	179
162-02-01-208	180
162-02-01-209	181
162-02-01-210	182
162-02-01-211	183
162-02-01-212	184
162-02-01-213	185
162-02-01-214	186
162-02-01-215	187
162-02-01-216	188
162-02-01-217	189
162-02-01-218	190
162-02-01-219	191
162-02-01-220	192

## EXHIBIT "B"

Description of the Jessco Lots

All those certain pieces, parcels or lots of land, together with the buildings and other improvements thereon, if any, situate, lying and being located in the County of Dorchester, State of South Carolina, and being shown and designated as Lots 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 157, 158, 159, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 197, 198, 199 and 200 on that certain plat of survey prepared by Joseph O. Eelman of Horner, Eelman & Gearhart, LLC, dated April 11, 2007, entitled "FINAL PLAT OF A SUBDIVISION SURVEY SHOWING PROPERTY LINES BEING ADJUSTED FOR LOTS 21 THRU 76 & 157 THRU 200 TRANQUIL HILL PLANTATION SURVEYED AT THE REQUEST OF JESSCO HOMES, LLC LOCATED IN OAKBROOK AREA DORCHESTER COUNTY, SC", and recorded on May 1, 2007 in the Records Office in Book L at Page 61. Said lot(s) having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: Being the same property conveyed to Jessco Homes, Inc. by deed of Jessco, Inc. dated December 31, 2007, and recorded on January 11, 2008, in Book 6442 at Page 258 in the Office of the Register of Deeds for Dorchester County, South Carolina.

ALSO

All that certain piece, parcel or lot of land, together with the buildings and other improvements thereon, if any, situate, lying and being located in the County of Dorchester, State of South Carolina, and being shown and designated as Lot 160 on that certain plat of survey prepared by Joseph O. Eelman of Horner, Eelman & Gearhart, LLC, dated April 11, 2007, entitled "FINAL PLAT OF A SUBDIVISION SURVEY SHOWING PROPERTY LINES BEING ADJUSTED FOR LOTS 21 THRU 76 & 157 THRU 200 TRANQUIL HILL PLANTATION SURVEYED AT THE REQUEST OF JESSCO HOMES, LLC LOCATED IN OAKBROOK AREA DORCHESTER COUNTY, SC", and recorded on May 1, 2007 in the Records Office in Book L at Page 61. Said lot(s) having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: Being the same property conveyed to Jessco Homes, Inc. by deed of Jessco, Inc. dated October 12, 2007, and recorded on October 26, 2007, in Book 6331 at Page 114 in the Office of the Register of Deeds for Dorchester County, South Carolina.

ALSO

All those certain pieces, parcels or lots of land, together with the buildings and other improvements thereon, if any, situate, lying and being located in the County of Dorchester, State of South Carolina, and being shown and designated as Lots 194, 195 and 196 on that certain plat of survey prepared by Joseph O. Eelman of Horner, Eelman & Gearhart, LLC, dated April 11, 2007, entitled "FINAL PLAT OF A SUBDIVISION SURVEY SHOWING PROPERTY LINES BEING ADJUSTED FOR LOTS 21 THRU 76 & 157 THRU 200 TRANQUIL HILL PLANTATION SURVEYED AT THE REQUEST OF JESSCO HOMES, LLC LOCATED IN OAKBROOK AREA DORCHESTER COUNTY, SC", and recorded on May 1, 2007 in the

Records Office in Book L at Page 61. Said lot(s) having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: Being the same property conveyed to Jessco, Inc. by deed of Jessco Homes, Inc. dated September 6, 2007, and recorded on January 11, 2008, in Book 6442 at Page 209 in the Office of the Register of Deeds for Dorchester County, South Carolina.

ALSO

All that certain piece, parcel or lot of land, together with the buildings and other improvements thereon, if any, situate, lying and being located in the County of Dorchester, State of South Carolina, and being shown and designated as Lot 193 on that certain plat of survey prepared by Joseph O. Eelman of Horner, Eelman & Gearhart, LLC, dated April 11, 2007, entitled "FINAL PLAT OF A SUBDIVISION SURVEY SHOWING PROPERTY LINES BEING ADJUSTED FOR LOTS 21 THRU 76 & 157 THRU 200 TRANQUIL HILL PLANTATION SURVEYED AT THE REQUEST OF JESSCO HOMES, LLC LOCATED IN OAKBROOK AREA DORCHESTER COUNTY, SC", and recorded on May 1, 2007 in the Records Office in Book L at Page 61. Said lot(s) having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

DERIVATION: Being the same property conveyed to Jessco, Inc. by deed of Malphrus Development, Inc. dated October 26, 2007, and recorded on January 11, 2008, in Book 6442 at Page 248 in the Office of the Register of Deeds for Dorchester County, South Carolina.

TAX MAP PARCEL NUMBER(S):

TMS	Lot
162-02-01-088	63
162-02-01-089	64
162-02-01-090	65
162-02-01-091	66
162-02-01-092	67
162-02-01-093	68
162-02-01-094	69
162-02-01-095	70
162-02-01-097	71
162-02-01-098	72
162-02-01-099	73
162-02-01-100	74
162-02-01-101	75
162-02-01-102	76
162-02-01-185	157
162-02-01-186	158
162-02-01-187	159
162-02-01-188	160
162-02-01-189	161

TMS	Lot
162-02-01-190	162
162-02-01-191	163
162-02-01-192	164
162-02-01-193	165
162-02-01-194	166
162-02-01-195	167
162-02-01-196	168
162-02-01-197	169
162-02-01-198	170
162-02-01-199	171
162-02-01-200	172
162-02-01-201	173
162-02-01-202	174
162-02-01-203	175
162-02-01-204	176
162-02-01-205	177
162-02-01-206	178
162-02-01-221	193
162-02-01-222	194
162-02-01-223	195
162-02-01-224	196
162-02-01-225	197
162-02-01-226	198
162-02-01-227	199
162-02-01-228	200

**EXHIBIT "C"****Certificate of Board of Directors**

The undersigned, being all of the Directors of the Tranquil Hill Community Association, Inc., a South Carolina not for profit corporation ("Association"), hereby certify to Leñnar Carolinas, LLC, a Delaware limited liability company, its successors and assigns ("Declarant"), with full knowledge that the Declarant is relying upon the truth, accuracy and completeness of the statements made in this Certificate, hereby certify, represent and warrant to Declarant on behalf of the Association that:

1. All initially capitalized terms not defined herein shall have the meaning set forth in Declaration of Covenants, Conditions and Restrictions for the Tranquil Hill Community, which was recorded in the Office of the Register of Deeds for Dorchester County, South Carolina (the "Records Office") on June 1, 2006, in Book 5386, Page 151 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Tranquil Hill Community dated November 7, 2006, and recorded in the Records Office on November 30, 2006, in Book 5723, Page 239 (the "First Amendment"), as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Tranquil Hill Community dated September 14, 2007, and recorded in the Records Office on September 19, 2007, in Book 6268, Page 46 (the "Second Amendment"), and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Tranquil Hill Community dated November 30, 2009, and recorded in the Records Office (the "Third Amendment") (the Original Declaration, the First Amendment, the Second Amendment and Third being collectively referred to herein as the "Declaration").

2. We are familiar with the requirements of Article XIII of the Declaration, including the following:

In the event that the Association subjects an Other Lot to the operation of this Declaration or otherwise grants or allows any owner, family member, tenant or occupant of an Other Lot, directly or indirectly, the right to use all or any portion of the Amenities (any such event being referred to as a "Triggering Event") at any time prior to December 31, 2019, then the Association shall be obligated to pay to the Declarant an Amenities Contribution, as hereinafter defined, for each such Other Lot for which a Triggering Event has occurred. The "Amenities Contribution" shall be the sum of \$3,000.00 per Other Lot together with interest thereon at the rate of twelve (12%) percent per annum compounded annually, commencing January 1, 2010 until paid. The Association shall be responsible for paying the Amenities Contribution to the Declarant for each Other Lot within ten (10) days after the occurrence of the Triggering Event as to such Other Lot.

3. SELECT APPROPRIATE STATEMENT:

A Triggering Event occurred during the calendar year ending December 31, 201\_\_ [year immediately preceding the date of the certificate] as to the following Other Lots: [list legal descriptions of such Other Lots].

No Triggering Event occurred during the calendar year ending December 31, 201\_\_ [year immediately preceding the date of the certificate].

4. SELECT APPROPRIATE STATEMENT:

A Triggering Event occurred during the period commencing December 1, 2009 and ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate] as to the following Other Lots: [list legal descriptions of such Other Lots].

No Triggering Event occurred during the period commencing December 1, 2009 and ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate].

5. SELECT APPROPRIATE STATEMENT:

Pursuant to Article XIII of the Declaration, the Association previously remitted to Declarant the Amenities Contribution for each Other Lot for which a Triggering Event occurred during the calendar year ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate] Attached hereto is (i) a list of such Other Lots for which a Triggering Event occurred during the foregoing period and for which the Association remitted the Amenities Contribution to Declarant, (ii) a computation of the Amenities Contribution for each such Other Lot, and (iii) proof of payment of the Amenities Contribution for each such Other Lot.

The Association failed to remit to Declarant the Amenities Contribution for each Other Lot for which a Triggering Event occurred during the calendar year ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate]. Attached hereto is (i) a list of such Other Lots for which a Triggering Event occurred during this period and for which the Association failed to remit the Amenities Contribution to Declarant, (ii) a computation of the Amenities Contribution for each such Other Lot, and (iii) payment of the delinquent Amenities Contribution (including interest through the date of Declarant's receipt of the Amenities Contribution) for each such Other Lot.

No Triggering Event occurred during the calendar year ending December 31, 201\_\_\_\_ [year immediately preceding date of certificate].

6. SELECT APPROPRIATE STATEMENT:

Pursuant to Article XIII of the Declaration, the Association previously remitted to Declarant the Amenities Contribution for each of the Other Lots for which a Triggering Event occurred during the period commencing December 1, 2009 and ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate]. Attached hereto is (i) a list of such Other Lots for which a Triggering Event occurred during the foregoing period and for which the Association remitted the Amenities Contribution to Declarant, (ii) a computation of the Amenities Contribution for each such Other Lot, and (iii) proof of payment of the Amenities Contribution for each such Other Lot.

The Association failed to remit to Declarant the Amenities Contribution for Other Lots for which a Triggering Event occurred during the period commencing December 1, 2009 and ending December 31, 201\_\_\_\_ [year immediately preceding the date of the certificate]. Attached hereto is (i) a list of such Other Lots for which a Triggering Event occurred during this period and for which the Association failed to remit the Amenities Contribution to Declarant, (ii) a computation of the Amenities Contribution for each such Other Lot, and (iii) payment of the delinquent Amenities Contribution (including interest through the date of Declarant's receipt of the Amenities Contribution) for each such Other Lot.

No Triggering Event occurred during the period commencing December 1, 2009 and [year immediately preceding the date of the certificate].

7. This Certificate shall be binding upon Association and its successors and assigns and shall inure to the benefit of and be enforceable by Declarant and its successors, assigns and designees (which successors, assigns and designees shall be deemed to be included with the term "Declarant" for purposes of this Certificate).

IN WITNESS WHEREOF, the Directors have duly executed, acknowledged and delivered this Certificate as of the date set forth below.

ASSOCIATION:

Tranquil Hill Community Association, Inc., a South Carolina not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director