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Instrument 200600011458 Book Page 1002 284

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) SUPPLEMENTAL DECLARATION OF
) COVENANTS, CONDITIONS,
) RESTRICTIONS, EASEMENTS, LIENS
) AND CHARGES OF NEWPORT

200600011458
Filed for Record in
GREENWOOD COUNTY SC
INGRAM ROOM
10-17-2006 At 01:54 pm.
RESTRICTION 11.00
Book 1002 Page 284 - 288

200600011458
BACOT & PADGETT LLC

Space Above For Recording Purposes Only

This Declaration is made on the 12 of October, 2006, by SCN Newport Land Development Company, LLC, a South Carolina limited liability company, hereinafter referred to as "Declarant."

WHEREAS, the Declarant previously placed a certain declaration of covenants, conditions, restrictions, easements, liens and charges upon the Newport development which is recorded in the Office of the Clerk of Court for Greenwood County, which are incorporated herein and made part and parcel hereof by reference.

WHEREAS, the Declarant intends to further restrict the use of lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10 and 13 and 14 as shown in Exhibit A in the following ways;

WHEREAS, a unique feature of some homesites within the Newport development is that there will be docks to be constructed by the Developer appurtenant to the above mentioned lots to be jointly shared by two adjacent lot owners. These docks will be designated as to their location where the docks will join the land based on the plat of the Development specifically for the purpose of the placement of these aforementioned docks to be recorded in the Office of the Clerk of Court for Greenwood County. The shared docks are planned to be constructed between the owners of lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 13 and 14.

The following restrictive covenants, reciprocal easements and affirmative obligations are imposed by the Developer on the lots, and by acceptance of a deed by a lot the owner, his heirs, successors and assigns, covenants and agrees to abide by and be bound by the same:

a. The terms, conditions, covenants, easements and agreements set forth in this Joint Dock Agreement will be binding on each of the unit owners and also on their heirs, successors, assigns and legal representatives of them and are to be covenants which run with the land as to each Lot.

b. All actions taken by a lot owner as to the use, maintenance and repair of a dock will be in accordance with the laws, rules, regulations, and/or ordinances of (a) the South Carolina Department of Health and Environmental Control, (b) Greenwood County, (c) and any other governmental entity having jurisdiction and control over docks on Lake Greenwood, and (d) the Declaration of Covenants and Restrictions for Newport, as may be amended from time to time.

c. Each lot owner agrees that the part of the dock touching his/her lot is to be jointly owned by the owner of the other lot touching the dock in equal shares and each lot owner grants, releases and assigns to the other joint lot owner a non-exclusive and irrevocable joint reciprocal easement for use, enjoyment, access, placement and operations of utilities (to the extent approved by the governing lake authority and the Newport Declaration of Restrictions, as amended) and for the construction, repair and maintenance by the lot owners or third parties. This part of the dock is called "Common Area" for each lot owner where the lot touches the dock, and as further defined in this joint dock easement agreement.

d. Common Area - The "Common Area" of a joint dock is the walkway going down to the docks and area surrounding slips A and B. Attached is a diagram showing the "Common Area" of the dock that is jointly owned. (The shaded part of the diagram is "Common Area.") Slips A and B will be assigned to a respective lot for designated use by that lot.

e. All decisions involving the maintenance, repair and use of the dock, herein to include but not limited to piles, piers, floats, electrical and/or water facilities and walkways that are a part of the "Common Area" will be reduced to writing and upon the written consent of both owners of the two lots, such decisions will be binding and mandatory and repair of the dock will be shared equally by the owners of the two lots (i.e. a 50% cost to each of the two lot owners.)

f. If there is a dispute as to whether repairs need to be done or not be done to the dock area that is shared jointly ("Common Area"), it will be agreed that a third-party arbitrator will be brought in to settle the dispute. The arbitrator must be a qualified dock builder with no interest or relationship in the ownership of the dock, or other agreed upon person who solicits opinions from at least two (2) dock builders. Once the arbitrator makes an inspection and comes up with his

findings, the two property owners must abide by the arbitrator's decision.

g. During the month of June of each year, or as otherwise agreed upon by the owners, the owners of the two lots will (a) meet, in person or by phone, (b) discuss the state of condition of the dock, (c) make decisions about any repairs or maintenance needed to the dock (d) make decisions regarding liability or damage, and (e) make decisions about the use of or any others issue related to the dock. The terms of Paragraph (e) above apply to any decisions made. The owners of the even numbered lots are to give notice of the meetings and be the chairperson of such meetings unless the persons at the meeting decide to the contrary. Each owner has equal voting power. Any impasse to be resolved as set forth in subsection (f).

h. In the event of the failure of an owner to respond to the meetings and/or to fail to respond to payment of costs and expenses (after fifteen days notice of payment due) which are agreed to as provided herein, the following remedies will apply:

1. The complying owner can give written notice and the defaulting owner, their guests, tenants and invitees will be prohibited from the use of the dock until there is a compliance with the terms of the Agreement. If neither party complies and the dock becomes unsightly or dangerous in the sole discretion of the Property Owner's Association, the Association may repair the joint dock assessing the expenses incurred equally between the two lots and such expenses will be treated as a delinquent assessment and become a continuing lien upon the land.

2. The complying owner may bring a suit for specific performance and/or contribution of any pro rata costs and expenses that have been agreed to as provided for herein. In the event of such a suit, the costs and expenses of the same (to include reasonable attorney's fees) to be paid to the owners instituting suit by the defaulting owner.

3. Any and all additions to or alteration of the property owner's dock from the Developer's specifications must be presented to the Architectural Control Committee for approval.

i. Each party to this agreement shall carry a minimum liability insurance rider to the homeowner's policy in an amount of no less than the equivalent of \$300,000.00 with the 2006 being set as the base year and the liability amount will be increased at the US National Consumer Price Index for the urban southeastern United States.. Furthermore, each party to this agreement agrees to save and hold the other party harmless for any injury or damages that occurs on the dock due to no fault of the other party.

j. The easements recited herein shall remain in place as long as the homes stand, or as

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land, lying, situate and being on the waters of Lake Greenwood, in the County of Greenwood, State of South Carolina, and being more particularly shown and designated lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10 and 13 and 14 in phase 1 on plat of survey entitled "Plat of Newport Phase 1 Located in Greenwood, South Carolina prepared for SCN Partners Greenwood" by Davis & Floyd Engineering of date September 25, 2006. Said plat is entered for record in the Office of the Clerk of Court for Greenwood County in Plat Book 130, at Page 82. Reference is made to the aforesaid plat for a more full and accurate description.

This conveyance is made subject to easements and restrictions of record or otherwise affecting the property.

The above described property was conveyed to SCN Newport Land Development Company, LLC by deed of Clarence Tigner Rauton and Jacquelyn Rauton Gregory entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 954 at page 31. Access to the above described parcel was obtained by SCN Newport Land Development Company, LLC by deed of Clarence Tigner Rauton and Jacquelyn Rauton Gregory entered for record in the Office of the Clerk of Court for Greenwood County in Deed Book 933 at page 162 .

ORIGINAL

Hyun Moon
5-5-06

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ORDINANCE NO.: 14-06

AN ORDINANCE TO AMEND THE GREENWOOD COUNTY ZONING ORDINANCE, BEING ORDINANCE NUMBER 13-88, DATED DECEMBER 2, 1986, AS AND IF AMENDED SO THAT THE CERTAIN PROPERTIES DESCRIBED BELOW SHALL BE CHANGED IN CLASSIFICATION AS INDICATED

WHEREAS, the Greenwood County Council wishes to periodically amend the Greenwood County Zoning Ordinance and Maps; and,

WHEREAS, the Greenwood County Joint Planning Commission did pursuant to law hold a public hearing on January 24, 2006, and did by its certificate recommend that the zoning maps of Greenwood County be amended as indicated below; and,

WHEREAS, the Greenwood County Council is authorized by law to adopt the zoning ordinance or to amend same; and,

WHEREAS, the Greenwood County Council believes that the overall development concept for Newport is consistent with the Greenwood City/County Comprehensive Plan, is an asset to the County, and is a mixed-use development that is innovative in design and concept; and,

WHEREAS, the existing Rural Development District (RDD) is inadequate for the needs of the community and is in need of amendment.

NOW, THEREFORE, BE IT ORDAINED by Greenwood County Council:

SECTION I.

The zoning maps for Greenwood County, as and if amended, are hereby amended so that the classification of the property described below is zoned and described as follows:

The properties identified by the following tax map numbers: 6879-346-437 and 6879-493-450 are hereby rezoned from Rural Development (RDD) to a Planned Development District (PDD).

SECTION II:

Purpose:

The Newport development district allows for a mixture of residential units along the shore of Lake Greenwood not to exceed 173 dwelling units.

Permitted Uses:

1. Single Family Detached Housing (total single family density not to exceed 173 units);
2. Multi-Family Housing (not to exceed 40 units);
3. Amenities including, but not limited to, swimming pools, docks, ponds, marina, parks, and picnic areas; and
4. Restaurant, if affiliated with amenities, small concession stand located at the pool or amenities area and small-scale commercial establishments in designated commercial areas.

Development Standards:

1. Design

Lakefront Sites	<u>Phase I</u>	<u>Phase II</u>
Front Yard Setback:	25 feet (from roadside curb)	20 feet (from roadside curb)
Side Yard Setback:	10 feet	5 feet
Rear Yard Setback:	40 feet (from the 440' contour)	25 feet (from the 440' contour)
Maximum Height:	40 feet	40 feet

Interior Sites	<u>Phase I</u>	<u>Phase II</u>
Front Yard Setback:	20 feet (from roadside curb)	20 feet (from roadside curb)
Side Yard Setback:	10 feet	5 feet
Rear Yard Setback:	20 feet	20 feet
Maximum Height:	40 feet	40 feet
 Impervious Surface Ratio:	 50% maximum	

The architectural review board grants the Greenwood City/County Planning Staff the right to waive 25% from required setbacks if the site plans have been approved by the Newport Architectural Review Board.

All dock permits must be applied for through the Greenwood County Engineering Office.

2. Signage

a. Residential development signs provided:

- i) Two (2) signs per entrance are allowed and limited to Gpin 6879-346-437 and 6879-493-450
- ii) Signs may designate the development by name, symbol, and the name of the developer or development company only;
- iii) Signs shall not exceed 64 square feet per sign face;
- iv) The sign structure may be a wall, fence or other structure where the height shall not exceed ten (10) feet;
- v) If a double-faced sign is used without the entrance walls, only one such sign is allowed per entrance; and
- vi) All sign areas shall be calculated as the sign area only.

b. Wall signs shall comply with the following standards:

- i) The size shall be calculated as one square foot in sign area per foot of building frontage not to exceed 10% of the total square footage of the building face;
- ii) Signs must be wall mounted only and project no more than eighteen (18) inches from the wall;
- iii) Projecting signs shall not exceed twenty (20) square feet; and
- iv) The sign shall be lighted in such a way as to not project light and glare onto adjacent properties or road rights-of-way.

3. Parking Requirements

Parking requirements shall conform to the Greenwood County Parking Standards as found in Sections 6-3-141 through 6-3-148 except as modified below:

Residential Units	Two (2) spaces per unit
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4. Landscaping

Unless a comprehensive approved landscape master plan is provided and approved by County Council, landscaping shall be approved as required within the Greenwood County Zoning Ordinance.

5. Buffering and Screening

All buffering and screening requirements shall be subject to current county regulations as approved by the Zoning Administrator. Approved setbacks may need to be altered to accommodate buffering standards.

6. Drainage

All drainage for the development shall be subject to current regulations as approved by the County Engineer and DHEC.

7. Light and Glare

- a. Lighting shall be designed so that the light source (bulb or lamp) is completely shielded from direct view of a driver on the roadway. Lighting which projects into the sky shall be prohibited.
- b. All luminaires shall be designed so that the light source (bulb or lamp) is completely shielded from direct view of an observer standing at the property line at a point five (5) feet above grade.
- c. A lighting plan shall be required which identifies the location, size, type of luminary, height of luminary and fixture data sheets. The plan shall also contain a certification by the property owner

or agent and the preparer of the plan that the exterior lighting depicted on the plan complies with the requirements of this development. Once the plan is approved, the exterior lighting of the property shall conform to the plan.

- d. Swimming pools and the like shall be so designed so as not to generate light off of the premises to avoid disturbance of adjoining property owners.;

8. Dumpsters

- a. Dumpsters shall be screened on three (3) sides to a height at least one (1) foot above the top of the dumpster.
- b. Individual screening will not be required when several dumpsters are clustered at one location. Instead, the entire site will be fenced to prevent dispersal of loose trash. A solid fence shall be used.
- c. Fences shall be constructed from wood, brick or masonry and shall be painted or stained to blend with the surrounding landscape.
- d. Fences, screens and plant material shall be kept in good repair or condition at all times.
- e. The tops of the dumpsters shall be covered with a plastic/rubber cover to prevent dispersal of the contents.
- f. Dumpsters shall be placed on a permanent concrete base with bollards for protection of the required screening.

9. Noise

On-site activities which produce noise and vibrations shall abide by the nuisance standards currently enforced by the Greenwood County Sheriff's Department.
Swimming pools and the like shall be so designed so as not to generate noise off of the premises to avoid disturbance of adjoining property owners.;

Phasing Schedule

All infrastructure for a phase must either be installed or bonded before commencing with another phase of the development.

1. The project will be served by Metropolitan Sewer Commission for public sewer and Greenwood CPW for public water.
2. All construction within Newport must abide by the recorded covenants and restrictions.
3. All construction within Newport must abide by the recorded architectural guidelines.

Other Applicable Regulations

This planned development district is subject to any and all other applicable regulations currently enforced by Greenwood County. These shall include but are not limited to the Land Development Regulations, floodplain guidelines, etc. If more stringent than the standards contained in this PDD document then the more stringent shall apply.

Prior to approval of plans, an approval letter from the Developer, Homeowner's Association or Architectural Review Board must be submitted to the Greenwood County Planning Department.

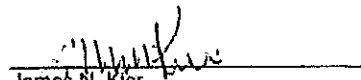
SECTION III.

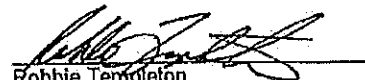
All other ordinances or parts of ordinances not consistent herewith are hereby repealed.

SECTION IV.

This ordinance shall be effective upon adoption on third reading.

DONE AND PASSED this 2nd day of May, 2008, at Greenwood, South Carolina.


James N. Kier
County Manager


Robbie Templeton
Chairman