

For 1st Amendment see Deed BK 63003 pg 12-19-78
For 2nd Amendment see Deed BK 63019 pg 12-19-78

Filed in Deed BK 531
Pg 348 L. D. Houston
Clerk

15102
BOOK 531 PAGE 348

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STATE OF SOUTH CAROLINA
COUNTY OF Horry

RESTRICTIVE COVENANTS
CIMMARON PLANTATION

1975 APR 2 11 49

Pursuant to action by Grady L. Thompson, the owner of a tract of land in the Socastee Section of Horry County, State of South Carolina, the property hereinafter referred to is made subject to the restrictions, covenants or limitations hereinafter set forth, and to all the terms and conditions of this declaration.

The property as to which this declaration of restrictions is made applicable consists of those certain lots or parcels of land shown and designated on a certain map entitled Cimmaron Plantation by Falouto Engineering Company, dated May 4, 1973 and recorded in Clerk's Office, Horry County, South Carolina, in Plot Book 55 at Page 119. The said restrictions do not apply, either expressly or by implication, to any lands or areas shown on said map as undeveloped areas, "reserved" areas, or appearing on said map in any manner other than as designated lots or parcels of land. Furthermore any designated lots of land shown on this subdivision map as not being subject to this declaration of restrictions (or any lots which may be in this declaration excepted from its terms) shall not be subject to the restrictions hereinafter imposed.

Grady L. Thompson may, from time to time, lay out other developments or subdivisions which he may wish to restrict in similar fashion (although he shall be under no obligation to do so), and he may by subsequent declaration to that effect bring other developments or subdivisions, or portions thereof, under this declaration of restrictions, subject to any exceptions or modifications which he may consider proper or suitable, by subsequent written instrument duly executed by him or his successors or assigns and filed for record in Clerk's Office, Horry County, South Carolina, although by similarly restricting other developments, sections or subdivisions the lot owners in one section shall have no rights as to enforcements of restrictions in other developments.

531-348

sections or subdivisions than those in which their own lot or lots are located.

These covenants are to be run with the land and shall be binding on all parties and persons claiming thereunder for a period of twenty (20) years from the date of this declaration of restrictions, at which time said covenants or restrictions or limitations shall be automatically extended by the then owners of a majority of lots in the affected subdivision (based on number of lots, and not number of owners) has been recorded, agreeing to change said covenants, limitations or restrictions in whole or in part. Further, should the property hereby restricted at any time hereafter become lawfully zoned as to area and use requirements by any municipality, commission or agency of the State of South Carolina, or any political subdivision thereof, or of the United States of America, or any other body having legal jurisdiction, then the majority of all the lot owners, as aforesaid, in the area hereby restricted (and not merely those in the zoned part) may, by written agreement, terminate the restrictions as to the zoned area. If some part of the property is within a zoned area and other parts outside of same, these restrictions shall continue to apply to the portion which is not zoned, subject to all the terms of this declaration.

Any rights reserved to Grady L. Thompson (sometimes referred to as Grantor in this declaration of restrictions) may be assigned or transferred by him in whole or in part, by instrument expressly defining and stating which of such rights are so transferred or assigned.

Except for those rights reserved to the Grantor and referred to in the paragraph immediately preceding this one, the owner or owners of any lot in the area hereby restricted or any association of such owners, shall have the right to prosecute any proceedings at law or in equity against any person or persons, firms or corporations, violating or attempting to violate any of these

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covenants and either to prevent any such violation or to recover damages for same, or both.

A. No lot shall be subdivided except as hereinafter provided, and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as shown on map above referred to.

B. Lot or lots may be subdivided provided the effect is to increase the size of adjoining lots on both sides of the subdivided lot or lots. In such case, the Grantor may alter the building lines to conform. Should the owner or owners of any lots and/or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of Grady L. Thompson is first had and obtained. In such instances, adjoining lot owners, or other owners in the subdivision, do not have the right to pass on or interfere with such lots rearrangement, but such right shall be exclusively that of the Grantor or any successors or assigns to whom the Grantor may expressly transfer such rights, but the purchaser of any other lot in the subdivision does not, by virtue of his status as a purchaser, become any such successor or assign.

C. Where because of size, natural terrain, or for any other reason in the opinion of Grady L. Thompson, it should be to the best interest of the development of this subdivision that the building lines of any lot should be altered or changed from those shown on the aforesaid map, then the Grantor reserves unto himself and to other, the right to change the said lines to meet such conditions. No changes under this paragraph shall be permitted as to any lot after that lot has been sold by Grantor.

D. Any areas shown on the aforesaid map as roads, alleys, or other ways may also be used by Grantor or his successors or assigns, for the installation of public utilities such as electricity, telephone, water, gas, or any similar utility service, in addition to any rights of way for such purposes which may be shown or indicated on the subdivision map. The furnishing of areas for roads, alleys, or other ways by Grantor does not impose any obligation on him to lay out or maintain same, although he shall have the right to do so.

E. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

F. This property shall be used for single family residential purposes only, and no more than one residential building together with necessary and appropriate outbuildings shall be erected on any lot or building plot as shown on the recorded map, nor shall any building be constructed without first obtaining the written approval of the plans by the Grantor, which approval will not be unreasonably withheld. Living quarters for family servants who are actually employed on the premises may be provided in an approved separate building or in the garage building.

G. Between the building lines shown on the aforementioned plot and the lot lines (or combination of lots and newly established lines as permitted elsewhere herein), the maximum height of a solid fence shall not exceed 36 inches, but, should a fence be constructed so that it is more than 36 inches high, then that portion of such fence higher than 36 inches from ground level shall be of open work so that the view shall be at least 75% unobstructed by vegetation or otherwise.

H. Garbage cans, pails, or containers shall be enclosed so as not to be unsightly or unsanitary.

I. Except as incidental and necessary to permanent building construction (contractor's office, etc.) no mobile home, temporary structure, block buildings or "garage apartment" shall be erected upon the lot. Plans and specifications are subject to written approval of the Grantor or his designated agents.

J. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood and specifically including the following:

1. Paper may be disposed of by burning in an incinerator only.
2. There will be no unsightly accumulation of trash or refuse on any lot.
3. Pets must be kept quiet; no dangerous dogs or other animals being permitted unless properly restrained. No pets shall be permitted off the premises unless properly restrained. No pets shall be allowed to deposit urine or manure elsewhere in the neighborhood other than his own premises.
4. No chickens, ducks, geese, cows, horses or other livestock or farm animals may be kept on the premises.
5. No house trailer or trucks larger than a 3/4 ton pick-up may be kept permanently or temporarily on any of said lot or parked in the street.
6. No non-operative automobiles or other non-operative motor vehicle shall be kept, placed or used on any of said lots or in front of lot on street and left thereon for 24 hours or more.
7. No business materials, supplies or wares for sale shall be kept, placed or used on any of said lots or in any buildings thereon, or left thereon or therein in such manner as shall be visible from the street.
8. No building shall be used or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any such building.
9. No laundry shall be permitted to be hung out to dry or air in the portion of any lot facing the street.

K. The only signs to be permitted are those reading "FOR SALE" or appropriate signs of the building contractor during the period of construction or appropriate signs of any realtor who may handle the property; however, such signs are to be of reasonable size and in no event larger than sixteen (16) square feet. This does not prohibit signs, of a promotional nature, of any size during development of Cimmaron Plantation.

L. Oil tanks or propane tanks may be above ground and may be exposed, provided, however, that the same be placed behind the main dwelling house.

M. No dwelling shall be erected on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1700 square feet for a one-story dwelling, nor less than 1000 square feet on the ground floor for a dwelling of more than one story, or equivalent thereof on approval of the Grantor. No dwelling shall be occupied unless it is fully completed.

N. Easements are hereby reserved by the Grantor on, over, under, above, and through a strip of land six (6) feet in width along each rear lot line for drainage, water and sewage installation, and maintenance, and for other utility purposes.

O. No building or other structure shall be located nearer than ³⁵~~25~~ feet to the front lot line of any lot, nor nearer than 25 feet to any side street line, nor shall any building be located nearer than 35 feet to any rear lot line, or nearer than 10 feet to any side lot line. Eaves and steps shall not be considered as a part of the residence for the purpose of this restriction.

P. Construction of a single-family residence must be initiated within eighteen (18) months from date of purchase, or the dwelling must be completed within twenty-four (24) months from date of purchase, or the Grantor may at his option reclaim said lot. In which case, the Grantor

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will refund the original selling price of the lot plus interest (computed from current bank rates) minus all legal fees involved in reclaiming said lot. Grantee must then return a warranty deed to the Grantor.

Q. All driveways, turn-around space, and areas normally used for parking automotive vehicles must be paved.

R. All gardens must be well kept and properly cultivated so as not to be unsightly.

IN WITNESS WHEREOF, we hereby place our Hands and Seals at Conway, South Carolina, this 10th day of May, 1973.

WITNESSED BY:

Jack H. Page
Dianne Blanton

Grady L. Thompson
Rosalie E. Thompson

STATE OF SOUTH CAROLINA }
COUNTY OF Horry }

PERSONALLY appeared before me Dianne Blanton and made oath that she saw the within named Grady L. Thompson and Rosalie E. Thompson sign, seal and as their act and deed deliver the within written Restrictive Covenants, and that she with Jack H. Page witnessed the execution thereof.

SWORN TO before me this 10th

day of May, 1973

Jack H. Page (N.E.) Dianne Blanton
Notary Public for South Carolina

My commission expires: December 7, 1980.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

39417
AGREEMENT AND FIRST AMENDMENT OF
RESTRICTIVE COVENANTS OF CIMERRON
PLANTATION (Deed Book #531
at page 348)

WHEREAS, by declaration of Grady L. Thompson dated May 10, 1973, recorded April 2, 1975 in the Office of the Clerk of Court for Horry County in Deed Book #531 at page 348, certain lots or parcels of land of Cimerron Plantation residential subdivision (hereinafter sometimes referred to as the "Subdivision"), shown and designated on a map entitled Cimerron Plantation, by Palmetto Engineering Company, dated May 4, 1973, recorded in said office in Plat Book 55 at Page 119 were subjected to the restrictions, covenants or limitations set forth in said declaration of Restrictive Covenants of Cimerron Plantation (hereinafter the "Restrictive Covenants") and to all the terms and conditions thereof; and

WHEREAS, by various conveyances, certain lots in Cimerron Plantation subject to the Restrictive Covenants have been conveyed to and are now owned by those persons listed in Exhibit A attached hereto who have joined in this Amendment to Restrictive Covenants as the "Property Owner" signatories; and

WHEREAS, the lenders listed on Exhibit B attached hereto are the permanent mortgage holders of the lots in the Subdivision owned by the Property Owners; and

WHEREAS, such portions of the property subject to the Restrictive Covenants which were still owned by Grady L. Thompson at his death were devised to Rosalie E. Thompson by the will of Grady L. Thompson, whose estate is preserved in the office of the Probate Court for Horry County; and

WHEREAS, Rosalie E. Thompson has entered into a contract to sell such lots and tracts which she now owns in Cimerron Plantation to a limited partnership formed under the laws of the State of South Carolina with Donald B. Boyer and James R. Stoeffler as general partners and Plumbers & Pipe Fitters Local 39, Pension Fund and Rosalie E. Thompson as limited partners, known as Cimerron Plantation, L.P., (hereinafter the "Partnership") and

WHEREAS, the Citizens and Southern National Bank of South Carolina holds the first mortgage on all unsold property in the Subdivision; and

DC
Billie G. Richardson
Clerk of Court
Horry County, S.C.
Dec. 17, 1975 5:48 PM
FILED
CLERK OF COURT
HORRY COUNTY

10-17-75 6130 87

BOOK 630 PAGE 093

FINALIZED AGREEMENT

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[Signature]

WHEREAS, the Property Owners and Rosalie E. Thompson, as owners of the property in the Subdivision, Cimerron Plantation, L.P., as the entity which will acquire title simultaneously with the recording of this instrument to that portion of the Subdivision now owned by Rosalie E. Thompson, and The Citizens and Southern National Bank and other lenders listed on Schedule B, as permanent mortgage holders on property in the Subdivision, desire to modify and amend the Restrictive Covenants as hereinafter set forth and to enter into the following agreements concerning the roads and recreational area of Cimerron Plantation and various other matters concerning the Subdivision, all as set forth hereinbelow.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the premises and any other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) the undersigned do hereby agree as follows:

1. AMENDMENT OF RESTRICTIVE COVENANTS.

The Restrictive Covenants shall be amended as follows:

(i) With respect to the following lots, Paragraph M shall be amended by deleting the figure "1700" from the third line thereof and substituting the figure "1400".

Block A, lots 1-11 inclusive
Block C, Lots 1-7 inclusive and Lots 15 and 16
Block D, all Lots
Block E, all Lots
Block F, all Lots
Block G, all Lots
Block H, all Lots
Block I, all Lots
Block J, Lots 8-10, inclusive
Block K, Lots 1-22 inclusive
Block L, all Lots
Block N, Lots 4-9 inclusive
Block O, Lots 13-17 inclusive

With respect to all other lots in the Subdivision, the provisions of Paragraph M requiring a minimum area of 1700 square feet shall remain in full force and effect without change.

(ii) The following shall be deemed to supplement the requirement for approval of plans and specifications by Grantor provided in Paragraphs F and I of the Restrictive Covenants and shall be added to the end of Paragraph I.

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INDEXED

BOOK 630 PAGE 094

For the purpose of insuring the development of the Subdivision as an area of high standards, the Grantor reserves such power to control the single-family residences placed on each lot as shall be deemed necessary and proper. Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Grantor, the owner or the occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no residence shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Grantor. Such residence shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by the Grantor may be based upon any grounds, including purely aesthetic which, in a sole and uncontrolled discretion of the Grantor, shall be sufficient; provided, however, approval shall not arbitrarily or capriciously be withheld if other residences similar thereto have been approved in the past by the Grantor in the Subdivision. If the Grantor fails to approve or disapprove the plans and specifications within 30 days after receipt of written request therefor, then such approval shall not be required provided that such residence shall not violate any applicable restrictive covenants.

(iii) The paragraph on page 2 of the Restrictive Covenants beginning "These covenants are to be (sic) run with the land" and ending "subject to all the terms of this declaration" shall be deleted in its entirety and the following substituted in lieu thereof:

These covenants are to run with the land and shall be binding on all parties and persons claiming thereunder until May 10, 1998, at which time said covenants or restrictions or limitations shall be automatically extended for successive ten (10) year terms thereunder unless an instrument in writing executed by the then owners of a majority of lots in the Subdivision (based on number of lots, and not number of owners) has been recorded, agreeing to change said covenants, limitations or restrictions in whole or in part.

(iv) The following shall be added to the end of Paragraph D, page 4:

Grantor may at its option redraw lot lines for Lots 3 and/or 4 of Block K so as to incorporate in said Lots the area between said Lots 3 and 4, Block K and immediately to their south, which area is shown on the plat referred to hereinabove as a roadway and reserved area. In the event that said areas are made a part of Lot 3 and/or Lot 4, Block K, said areas shall be subject to the Restrictive Covenants, as modified herein.

BOOK 604 PAGE 090

2. Improvements and Agreements Concerning Roads.

(i) Within one hundred and twenty days (120) of the recording of this instrument in the office of the Clerk of Court for Horry County, the Partnership shall cause the existing paved roadways in the Subdivision to be upgraded to useable condition with respect to all requirements of Horry County, South Carolina.

(ii) The Partnership agrees to deed all existing paved roadways in the Subdivision to the County of Horry at the earliest date that they will be accepted by the County in accordance with its regulations.

3. Water Hydrants.

The Partnership agrees to place water hydrants in the Subdivision at the locations specified in the plans and specifications for the Subdivision's water system at such time as hydrants are permitted by the water authority serving the Subdivision.

4. Dedication of Block M.

The Partnership agrees that within one hundred twenty (120) days from the recording of this instrument in the Office of the Clerk of Court for Horry County, it will deed Block M, labelled "Recreation" in the plat referred to hereinabove, to a not-for-profit corporation or organization of the homeowners (the "organization") in the Subdivision which is formed to benefit the Subdivision. The conveyance of Block M to the organization shall be made subject to an easement for the location of a well site to serve lots in the Subdivision. The well shall be located in such an area as to be compatible with then existing improvements or facilities on Block M. The Partnership agrees that it will clear at least one (1) acre of Block M for use as a recreational field and that so long as said one (1) acre is not needed by the organization for its facilities, said one (1) acre shall remain open for use by all property owners in the Subdivision for recreational purposes subject to such reasonable restrictions as imposed by the organization. The initial board of trustees or board of directors of the organization shall be Donald B. Boyer, James R. Stoeffler,

_____, and _____
_____. The Citizens and Southern National Bank of South Carolina agrees that it will subordinate its first mortgage lien on Block M to the rights of the organization to use the same for recreational purposes. Every property owner in the subdivision shall retain a pre-emptive right to become a member or stockholder in the organization at any time, at the then existing membership rate. All parties hereto consent to and approve of the deeding of Block M to the organization as set forth herein.

5. Assignment of Grantor's Rights to the Partnership.

The parties hereto agree that upon the deeding of the unsold lots in the Subdivision to the Partnership, it shall be deemed the Grantor under the Restrictive Covenants for all intents and purposes and shall have all rights and powers reserved therein to Grady L. Thompson. The Partnership shall have the power to assign all its rights and powers under the Restrictive Covenants as herein amended to any subsequent purchaser of all or substantially all of the unsold property in the Subdivision.

6. Effect of Amendments.

Except as amended herein, the Restrictive Covenants of Cimerron Plantation shall be and remain in full force and effect. In the event of any inconsistency between the provisions of the Restrictive Covenants and the provisions herein, the terms of this instrument shall be deemed controlling.

7. Subordination of Mortgage Lien to Restrictive Covenants.

The Citizens and Southern National Bank of South Carolina, by executing this instrument, does hereby subordinate and make junior in all respects the lien of its first mortgage to the Restrictive Covenants, as modified and amended herein.

8. Correct Name of Subdivision.

The subdivision has been referred to as "Cimarron" Plantation in the Restrictive Covenants and possibly other documents. The correct spelling of the Subdivision is "Cimerron"; provided, however, it is understood and agreed that any references

to "Cimarron" Plantation shall be deemed to refer to Cimerron Plantation and shall have the same legal force and effect.

9. Correspondence with Grantor.

All notices and requests directed to the Grantor shall be by certified mail, return receipt requested, addressed to the Grantor as follows:

Cimerron Plantation, L.P.
c/o Donald B. Boyer
Suite 201, Interstate Center
Columbia, South Carolina 29210

Change of the address provided hereinabove shall be by amendment hereof recorded in the Office of the Clerk of Court for Horry County and such amendment shall be effective from the date of its recordation.

IN WITNESS WHEREOF, the undersigned have executed and sealed this AGREEMENT AND FIRST AMENDMENT OF RESTRICTIVE COVENANTS as of the 1st day of April, 1978.

Witnesses:

Quinn S. Reid

James R. Stoeffler

James R. Stoeffler

Quinn S. Reid

Francis L. Hartley

John S. Taylor Jr.

CIMERRON PLANTATION, L.P. (SEAL)

Donald B. Boyer
By Donald B. Boyer,
General Partner

James R. Stoeffler
By James R. Stoeffler,
General Partner

Rosalie E. Thompson
Rosalie E. Thompson (SEAL)
As devisee of and successor to
Grady L. Thompson

Rosalie E. Thompson
Rosalie E. Thompson (SEAL)
Individually and as Executrix of the
Estate of Grady L. Thompson
The Citizens and Southern
National Bank of South Carolina
(SEAL)

By Francis L. Hartley

I s. SVR.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY }

PERSONALLY APPEARED before me NINA G. REID who made oath that (s)he saw the within named Cimerron Plantation, L.P. by Donald B. Boyer and James R. Stoeffler as its General Partners sign, seal and as its act and deed deliver the within written Agreement and First Amendment of Restrictive Covenants for the uses and purposes provided therein and that (s)he with JOSEPH W. REEVES witnessed the execution thereof.

Nina G. Reid

SWORN TO before me this
19th day of December, 1978.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 1-25-81

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY }

PERSONALLY APPEARED before me NINA G. REID who made oath that (s)he saw the within named Rosalie E. Thompson individually and as executrix of the Estate of Grady L. Thompson and as devisee of and successor to Grady L. Thompson sign, seal and as her act and deed deliver the within written Agreement and First Amendment of Restrictive Covenants for the uses and purposes provided therein and that (s)he with JOSEPH W. REEVES witnessed the execution thereof.

Nina G. Reid

SWORN TO before me this
19th day of December, 1978.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 1-25-81

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me FRANCIS L. HARTLEY who made oath that (s)he saw with within named The Citizens and Southern National Bank of South Carolina by THOMAS D. TEWLE III its Senior Vice President, sign, seal and as its act and deed deliver the within written Agreement and First Amendme. of Restrictive Covenants for the uses and purposes provided therein and that (s)he with JOHN S. TAYLOR JR. witnessed the execution thereof.

Francis L. Hartley

SWORN TO before me this
18 day of December 1978.

John S. Taylor Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-10-87

*Did Not copy
Signature Pages
(50 pages)
more*

EXHIBIT A
to
Agreement and First Amendment of
Restrictive Covenants of
Cimerron Plantation
dated as of April 1, 1978

Lillian L. and Max Kaufman

Michael Thompson

George A. and Terri M. Wright

John Wadzinski

Charles E. and Melissa N. Browder

Joseph W. and Eleanor Halford

Agneta E. and Albert C. Luca

James W. Jr., and Joyce Robertson

Jean M. and Paul B. Maskus

Diania and Leon T. Brown

David A. and Conseulo D. Dora

Charles E. and Ann B. Gunter

James C. Watkins

Cathy Drew and Timmy Ray Helms

Elizabeth A. and Thomas C. Minton

William F. and Doris P. Johnson

Michael J. Fletcher

Darlene V. and Richard J. Reuss

Gregory and Mary V. Martin

Carolyn E. and James Joseph Costello

Ralph M. and Judith H. Hudnall

David W. and Nancy A. Lamberson

Claude M. Epps, Jr., Howell V. Bellamy, Jr.,
and John X. Rutenberg, as Trustees of Profit Sharing Plan

Nathan Reed Bard

William A. and Arlene M. Gibney

Harold V. and Ayoko S. Hayes

EXHIBIT B
to
Agreement and First Amendment of
Restrictive Covenants of
Cimerron Plantation
dated as of April 1, 1978

Peoples Savings & Loan Association
The Anchor Bank of Myrtle Beach
North Carolina National Bank
Coastal Federal Savings & Loan Association
South Carolina Federal Savings & Loan Association
Pee Dee Federal Savings & Loan Association
Service Mortgage Corporation of South Carolina
Citizens & Southern National Bank of South Carolina
C. Douglas Wilson and Company
Carolina National Mortgage Investment Co., Inc.
Philadelphia Savings Fund Society
Federal National Mortgage Association
Southern Discount Company, Inc.
South Carolina National Bank

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

SUPPLEMENT TO AGREEMENT AND
FIRST AMENDMENT OF
RESTRICTIVE COVENANTS OF
CIMERRON PLANTATION

WHEREAS, certain restrictive covenants were filed by Grady L. Thompson on April 2, 1975 in the office of the Clerk of Court for Horry County in Deed Book 531 at page 348 concerning Cimerron Plantation Subdivision; and

WHEREAS, an Agreement and First Amendment of said restrictive covenants was filed in said office on December 19, 1978 in Deed Book 630 at page 93; and

WHEREAS, a Second Amendment to said restrictive covenants was filed in said office on December 19, 1978 in Deed Book 630 at page 166; and

WHEREAS, the purpose of this Supplement to Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation is to incorporate an additional signature page to said Agreement and First Amendment and to amend Paragraph 4 thereof.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the premises and other good and valuable consideration, the undersigned do hereby supplement and amend said Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation as follows:

1. The fifth (5th) sentence of Paragraph 4 on pages 4 and 5 of said Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation is deleted in its entirety and the following is substituted in lieu thereof:

The initial board of trustees or board of directors of the organization shall be Donald B. Boyer, James R. Stoeffler, Joseph W. Halford, William F. Johnson and Diana Brown.

Philadelphia Savings Fund Society
and Germantown Savings Bank

2. The Signature Pages of Philadelphia Savings Fund Society and Germantown Savings Bank attached hereto as Exhibit A shall be incorporated as signature

Filed

*74 Apr. 6
3:35 PM*

B. B. R. Coop

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WITNESSETH the Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation recorded in Deed Book 630 at page 93 referred to hereinabove.

IN WITNESS WHEREOF, the undersigned, Cimerron Plantation, L.P. has caused these presents to be executed by its general partners this 28th day of March, 1979.

In the presence of:

CIMERRON PLANTATION, L.P. (SEAL)

Joseph W. Reeves

Donald B. Boyer
By Donald B. Boyer
General Partner

Ann McCormick

James R. Stoeffler
By James R. Stoeffler
General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Joseph W. Reeves who made oath that s/he saw the within-named Cimerron Plantation, L.P. by Donald B. Boyer and James R. Stoeffler sign, seal and as its act and deed deliver the within instrument for the uses and purposes therein mentioned and that s/he with Ann McCormick witnessed the execution thereof.

SWORN TO before me this 28th day of March, 1979.

Joseph W. Reeves

Ann McCormick (L.S.)
Notary Public for South Carolina

My Commission expires: 12-6-87

SIGNATURE PAGE TO
AGREEMENT AND FIRST AMENDMENT OF
RESTRICTIVE COVENANTS OF
CIMERRON PLANTATION
DATED AS OF APRIL 1, 1978

The undersigned mortgage holder acknowledges that the Agreement of Restrictive Covenants of Cimerron Plantation dated as of April 1, 1978, (hereinafter the "Agreement") has been reviewed and duly approved for execution; and agrees that upon execution of this instrument, it shall constitute a signature page for the Agreement which together with signature pages for all other parties to the Agreement shall constitute an agreement between and among the undersigned, Cimerron Plantation, L.P., Rosalie Thompson, The Citizens and Southern National Bank of South Carolina and the other parties listed on Exhibits A and B with the same force and effect as though all the parties had executed the original Agreement.

IN WITNESS WHEREOF The undersigned has caused this signature page of the Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation to be duly executed this 10th day of January, 1979.

Rosemarie C. Briddes
Witness

Vera A. Coyne
Witness

GERMANTOWN SAVINGS BANK (SEAL)
William M. Knorr
BY: William M. Knorr
Its Vice President

Attest: Joseph V. Howe, Jr.
Its Assistant Secretary

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY)

PERSONALLY APPEARED before me Rosemarie C. Briddes who made oath that (s)he saw with within named Germantown Savings Bank by William M. Knorr its Vice President and attested by Joseph V. Howe, Jr. its Assistant Secretary sign, seal and as its act and deed deliver the within written Signature Page To Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation for the uses and purposes provided therein and that s he with Vera A. Coyne witnessed the execution thereof.

Rosemarie C. Briddes

SWORN TO before me this 10th day of March, 1979.

Virginia M. Daley (L.S.)
Notary Public for South Carolina
My Commission Expires: July 5, 1991

(A-1) BOOK 639 PAGE 057

SIGNATURE PAGE TO AGREEMENT
AND FIRST AMENDMENT OF RESTRICTIVE COVENANTS OF
CIMERRON PLANTATION (Deed Book D531 at Page 348)
DATED AS OF APRIL 1, 1978

The undersigned mortgage holder acknowledges that the Agreement and the First Amendment of Restrictive Covenants of Cimerron Plantation (Deed Book D531 at page 348) dated as of April 1, 1978, (hereinafter the "Agreement") has been reviewed and duly approved for execution; and agrees that upon execution of this instrument, it shall constitute a signature page for the Agreement which together with signature pages for all other parties to the Agreement shall constitute an agreement between and among the undersigned, Cimerron Plantation, L.P., Rosalie Thompson, The Citizens and Southern National Bank of South Carolina and the other parties listed on Exhibits A and B with the same force and effect as though all the parties had executed the original Agreement.

IN WITNESS WHEREOF The undersigned has caused this signature page of the Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation (Deed Book D531 at page 348) dated as of April 1, 1978 to be duly executed this 1st Day of February 1979.

Connie Salvatore
Witness

THE PHILADELPHIA SAVING FUND SOCIETY (SEAL)

M. A. Burch
Witness

By: C. A. Whayland
C. A. Whayland
Its Assistant Vice President

Attest: G. L. Banyal
G. L. Banyal
Its Corporate Secretary

STATE OF PA.)
)
COUNTY OF PHILA.)

PERSONALLY APPEARED before me Connie Salvatore who made oath that she saw the within named PSFS by C. A. Whayland its Assistant Vice President and attested by G. L. Banyal its Corporate Secretary sign, seal and as its act and deed deliver the within written Signature Page To Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation (Deed Book D531 at page 348) dated as of April 1, 1978 for the uses and purposes provided therein and that she with M. A. Burch witnessed the execution thereof.

Connie Salvatore

SWORN TO before me this
1st day of February 1979

Thomas C. Smith (I.S.)
Notary Public for Pennsylvania
My Commission Expires: _____

THOMAS C. SMITH
Notary Public for Pennsylvania
My Commission Expires March 21, 1981

(A-2)

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Handwritten

SIGNATURE PAGE TO
AGREEMENT AND FIRST AMENDMENT OF
RESTRICTIVE COVENANTS OF
CIMERRON PLANTATION
DATED AS OF APRIL 1, 1978

The undersigned mortgage holder acknowledges that the Agreement of Restrictive Covenants of Cimerron Plantation dated as of April 1, 1978, (hereinafter the "Agreement") has been reviewed and duly approved for execution; and agrees that upon execution of this instrument, it shall constitute a signature page for the Agreement which together with signature pages for all other parties to the Agreement shall constitute an agreement between and among the undersigned, Cimerron Plantation, L.P., Rosalie Thompson, The Citizens and Southern National Bank of South Carolina and the other parties listed on Exhibits A and B with the same force and effect as though all the parties had executed the original Agreement.

IN WITNESS WHEREOF The undersigned has caused this signature page of the Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation to be duly executed this 15th day of January, 1979.

Rosemarie C. Briddes
Witness

Barbara J. Williams
Witness

GERMANTOWN SAVINGS BANK (SEAL)

By: [Signature]
William M. Knorr
Its Vice President

Attest: [Signature]
Joseph V. Rowe, Jr.
Its Assistant Secretary

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY)

PERSONALLY APPEARED before me Rosemarie C. Briddes who made oath that she saw with within named Germantown Savings Bank by William M. Knorr its Vice President and attested by Joseph V. Rowe, Jr. its Assistant Secretary sign, seal and as its act and deed deliver the within written Signature Page To Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation for the uses and purposes provided therein and that she with Barbara J. Williams witnessed the execution thereof.

Rosemarie C. Briddes

SWORN TO before me this 15th day of January, 1979.

[Signature] (L.S.)
Notary Public for Montgomery County, Virginia
My Commission Expires: July 5, 1981

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HORRY COUNTY
78 JAN 19 1954

Deed Book 630 pp 166
Simeon P. Richardson
Clerk

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
CLERK OF COURT)
SECOND AMENDMENT OF RESTRICTIVE
COVENANTS OF CIMERRON PLANTATION
(Deed Book 531 at page 348)

WHEREAS, by declaration of Grady L. Thompson dated May 10, 1973, recorded April 2, 1975 in the Office of the Clerk of Court for Horry County in Deed Book 531 at page 348, certain lots or parcels of land of Cimerron Plantation residential subdivision (hereinafter sometimes referred to as the "Subdivision"), shown and designated on a map entitled Cimerron Plantation, by Palmetto Engineering Company, dated May 4, 1973, recorded in said office in Plat Book 55 at page 119 were subjected to the restrictions, covenants or limitations set forth in said declaration of Restrictive Covenants of Cimerron Plantation (hereinafter the "Restrictive Covenants") and to all the terms and conditions thereof; and

WHEREAS, such portions of the property subject to the Restrictive Covenants which were still owned by Grady L. Thompson at his death were devised to Rosalie E. Thompson by the will of Grady L. Thompson, whose estate is preserved in the office of the Probate Court for Horry County; and

WHEREAS, Rosalie E. Thompson has conveyed the unsold portion of the Subdivision to Cimerron Plantation, L.P., a South Carolina Limited Partnership (hereinafter "the Owner"), by deed dated December 19, 1978 recorded in the Office of the Clerk of Court for Horry County in Deed Book 630 at page 156; and

WHEREAS, by the Agreement and First Amendment of Restrictive Covenants of Cimerron Plantation recorded in said office in Deed Book 630 at page 13, certain amendments were made to the Restrictive Covenants, including the revision of Paragraph M thereof, with respect to certain lots in the Subdivision so as to provide for a minimum area of 1,400 square feet for residences constructed on said lots; and

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630-166

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WHEREAS, by this Second Amendment of Restrictive Covenants, the Owner desires to further amend Paragraph M of the Restrictive Covenants so as to reinstate the requirement of a minimum area of 1,700 square feet for residences constructed on the seven lots hereinafter described.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Owner hereby amends Paragraph M of the Restrictive Covenants of Cimerron Plantation recorded in Book 531 at page 348 with respect to the following lots by deleting the figure "1,400" from the third line of Paragraph M and substituting in lieu thereof the figure "1,700":

Block O, Lot 13
Block O, Lot 14
Block O, Lot 15
Block O, Lot 16
Block O, Lot 17
Block J, Lot 8
Block C, Lot 7

In all other respects, the Restrictive Covenants of Cimerron Plantation, as amended by the Agreement and First Amendment of Restrictive Covenants, shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused this Second Amendment of Restrictive Covenants of Cimerron Plantation to be executed by its duly authorized General Partners this 19 day of December, 1978.

CIMERRON PLANTATION, L.P.

By Donald B. Boyer
Donald B. Boyer
General Partner

By James R. Stoeffler
James R. Stoeffler
General Partner

Signed, Sealed and Delivered
in the Presence of:

August W. L.

Gene A. L.

BOOK 630 PAGE 167

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STATE OF SOUTH CAROLINA)
) HORRY
COUNTY OF ~~ALLEN~~)

PERSONALLY APPEARED before me NINA G. REID
who being duly sworn, deposes and says that (s)he saw the
within named Cimerron Plantation, L.P. by Donald B. Boyer and
James R. Stoeffler, its General Partners, sign, seal and as
its act and deed deliver the within Second Amendment of
Restrictive Covenants of Cimerron Plantation and that (s)he
with ~~NINA G. REID~~ witnessed the execution
thereof. JOSEPH W. REEVES

Nina G. Reid

SWORN TO before me this
19th day of December, 1978.

Joseph W. Reeves
Notary Public for South Carolina
My Commission Expires: 1-26-87

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