

YORK COUNTY, SC	
2023007930RESTRICTIVE COVENANT	
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
03-21-2023	12:20:49 PM
BK:RB 20667	PG:357-362

Prepared by and Return to: Christopher P. Gelwicks, The McIntosh Law Firm, P.C., P.O. Box 2270, Davidson, North Carolina 28036

**TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS  
FOR RIVERWALK RESIDENTIAL, PROPERTY ONE**

THIS TENTH (10<sup>TH</sup>) AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENT, AND RESTRICTIONS FOR RIVERWALK RESIDENTIAL, PROPERTY ONE (this "Tenth Amendment") is made as of this 10<sup>th</sup> day of March, 2023 by **THE GREENS OF ROCK HILL, LLC**, a South Carolina limited liability company ("Declarant") whose address is 998 Riverwalk Parkway, Suite 202, Rock Hill, South Carolina 29730.

**BACKGROUND STATEMENT**

A. Declarant made those certain Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, executed August 4, 2011 (the "Original Declaration"), which was recorded August 4, 2011, in Record Book 12097, Page 1 in the Office of the Clerk of Court for York County, South Carolina, with respect to certain real property located in the City of Rock Hill, York County, South Carolina, described and defined in the Declaration as the "Property." Capitalized terms used herein and not defined herein have the meanings given such terms in the Original Declaration. The Original Declaration, as amended and supplemented from time to time, including, without limitation, by way of that certain First Supplement to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 12440, at Page 254; Second Supplemental and First Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 13662, at Page 289; Third Supplemental and Second Amendment to Declaration of Covenants,

Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 13808, at Page 124; Fourth Supplemental to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 13808, at Page 139; Fifth Supplemental to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 14742, at Page 44; Corrective Fifth Supplemental to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 14758, at Page 1; Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 15065, at Page 93; Sixth Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 16436, at Page 211; Seventh Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 17138, at Page 109; Eighth Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 17902, at Page 129; Ninth Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 18642, at Page 137; Tenth Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 19371, at Page 462; Eleventh Supplemental and Amendment to Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One, recorded in Book 19955, at Page 275; aforesaid records, is referred to herein as the "Declaration".

B. Pursuant to Article III Section 3.3 (G), Declarant is a Class "B" member of the Association.

C. Pursuant to Article X, Section 10.1 of said Declaration, for so long as the Class "B" membership exists, the Declarant is authorized to amend the Declaration.

D. Declarant further desires to amend the Declaration, as set forth hereinbelow, but only to the extent set forth hereinbelow. Declarant does not contemplate that this Tenth Amendment will unreasonably diminish the rights or increase or expand the financial obligations of Owners other than Declarant owning Parcels as of the date hereof.



E. This Tenth Amendment is designed to create equitable servitudes and covenants applicable to and running with the land for all of the Property. The provisions of this Tenth Amendment are expressly intended to touch, concern, and run with the title to the Property, as set forth herein, and shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and all persons having or acquiring any right, title, or interest in such properties, and their respective heirs, successors, executors, administrators and assigns.

**NOW, THEREFORE,** Declarant hereby declares as follows:

1. Article VII Architectural Control Section 7.2 Approval or Disapproval is amended by deleting the first paragraph in its entirety and replacing it with the following language:

“An Owner shall submit Plans, including specifications and plot plans (Collectively, the “Plans”) to the ARB before beginning any work on the Lot. The ARB shall provide the Owner a written receipt for the Plans, showing the date the Plans were submitted. Following submission of the Plans, the ARB shall have thirty (30) days in which to review the Plans. The ARB shall have the absolute and exclusive right to approve, conditionally approve or disapprove the proposed Plans. The ARB may base its decision on the Guidelines, the Development Plan, and any other grounds, including without limitation, purely aesthetic reasons. In the event that the Plans are disapproved or conditionally approved, the Owner must re-submit revised Plans to the ARB for its review before beginning any work on the Lot. Following re-submission of the Plans, the ARB shall have thirty (30) days which to review such re-submitted Plans. If the ARB fails to respond in writing to a submittal or re-submittal of Plans within such thirty (30) days from submission, the owner may request, in writing, that the ARB approve the Plans. If, after such request, the ARB does not provide written approval or disapproval of the Plans or resubmitted Plans within thirty (30) days, those Plans or resubmitted Plans are deemed approved. Otherwise, the ARB approval or disapproval shall be in writing and shall accompany one (1) copy of the Plans to be returned to the Owners. Whenever the ARB disapproves any Plans, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy of the Plans shall become the property of the ARB. The ARB may charge a reasonable fee (including, without limitations its actual costs of the review including those of third-party consultants) to review any Plans submitted.”

2. Article XII, titled "Covenants Committee", and all sections within that Article XII, are deleted in their entirety and replaced with the following language:

**"Article XII**  
**Enforcement**

**Section 12.1 By Board.** Pursuant to section 9.4 of this Declaration, the Board of Directors may adopt Rules and Regulations. The Board may take remedial action against Members for violations of this Declaration and/or the Rules and Regulations. The Board may adopt policies and procedures setting forth hearing procedures, the levy of fines, and suspension of privileges. Nothing in this Declaration shall require the Board to hold a hearing prior to the imposition of fines or the suspension of privileges for violations of the Rules and Regulations or this Declaration. Any fines levied for violations shall become, and be treated as, an Individual Assessment as set forth in section 6.6 of this Declaration."

3. Interpretation.

(A) All of the provisions of this Tenth Amendment and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Original Declaration.

(B) Each of the provisions of this Tenth Amendment shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(C) Whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular shall include the plural and vice versa.

(D) All captions and titles used in this Tenth Amendment are intended solely for convenient of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(E) This Tenth Amendment shall be construed in accordance with and governed by the laws of the State of South Carolina.

(F) The above preamble and Background Statement are incorporated herein by this reference as fully as though re-set forth here verbatim.

4. Nothing contained herein shall be construed to limit the right of Declarant to further amend the Declaration in the manner provided for therein.

5. Except as expressly set forth in this Tenth Amendment, all terms, covenants, conditions and restrictions contained in the Declaration shall remain unchanged. Declarant confirms the making and validity of the Declaration and its application to all of the Property.

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, Declarant has executed this Tenth Amendment to the Declaration of Covenants, Conditions, Easement, and Restrictions for Riverwalk Residential, Property One as of the date first above written.

Signed, sealed, and delivered in the Presence of

DECLARANT:  
THE GREENS OF ROCK HILL, LLC  
BY: ASSURED ADMINISTRATION, LLC

Brian P. Mather  
Witness 1

Mark S. Mather (SEAL)  
By: Mark S. Mather  
Its: Manager

Richard G. Davis  
Witness 2

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

On this, the 16<sup>th</sup> day of March, 2023, before me, a Notary Public, the under-  
signed officer, MARK S. MATHER, personally appeared and executed the foregoing  
instrument as MANAGER of Assured Administration, LLC as a member/manager of  
The Greens of Rock Hill, LLC, for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Richard G. Davis  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 9-6-2029