

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION made this the 7th day of December, 1984, by International Paper Realty Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property shown on the map of Woodlake, Phase I, which map is recorded in Plat Book 79 at Page 4 in the Office of the Register of Mesne Conveyance for Horry County, South Carolina, and desires to create thereon a residential retirement community to be named "Woodlake Village"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 921 at Page 67 in said Office of the Register of Mesne Conveyance, the residential community of Woodlake Village was created and certain general covenants, conditions and restrictions were thereby imposed upon Woodlake, Phase I, as shown on the map hereinabove referred to; and

WHEREAS, Woodlake Village, Inc. has incorporated under the laws of the State of South Carolina, as an eleemosynary corporation, Woodlake Village Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the individual lots and community facilities within Woodlake Village, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within the subdivision, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family and duplex lots shown on the above-referenced recorded map and each of them for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does hereby place and impose on all of the lots shown on map of Woodlake, Phase I, recorded in Plat Book 79 at Page 4 in said Registry, the following conditions and restrictions:

1. All lots shall be used for residential purposes only and no structure shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling or duplex dwelling not to exceed two and one-half stories in height above ground level, a private garage or carport for not more than four cars and other outbuildings incidental to residential use of any lot.

2. No building, fence, wall, trees, shrubbery, plantings or landscaping, outbuilding or other accessory features to the dwelling structure, shall be erected, constructed, placed, permitted or altered on any lot until the plans and specifications showing the external appearance and a plat plan showing the location of the proposed construction, plantings and landscaping on the lot have been approved in writing by Woodlake village Homeowners Association, Inc. nor shall the color or materials of the roof or exterior be changed without approval of said Association. Woodlake Village Homeowners Association, Inc. shall have thirty (30) days after

receipt of the plot plan and the plans and specifications for the proposed construction, planting or landscaping or other requested changes to accept or reject the same in whole or in part, and if Woodlake Village Homeowners Association fails to accept or reject the same within said thirty (30) days, then the plans and specifications and plot plan or other changes shall be deemed to be approved. After permission for construction or change is granted by Woodlake Village Homeowners Association, Inc., compliance with the approved construction plans and specifications and plot plan or other requests shall be the responsibility of the owner. Any permission granted by Woodlake Village Homeowners Association, Inc. for the construction pursuant to this covenant shall not constitute or be construed as an approval by Woodlake Village Homeowners Association, Inc. of the structural stability, design or quality of any building or other lot improvements. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed Fifty (\$50.00) Dollars. This specific right of approval is in addition to the architectural controls set forth in the aforesaid Declaration. The members of the Association and the Architectural Review Board in the Declaration shall serve without compensation.

3. Dwellings shall contain not less than a minimum of 800 square feet of ground floor gross area for a one-story dwelling (including each side of a one-story duplex building); for split-level dwellings of the tri-level type not less than 900 square feet of total finished floor area exclusive of garage, carport, unheated storage areas and non-living space; for a one and one-half story dwelling not less than 800 square feet for the minimum ground floor area; for a two-story and a two and one-half story dwelling not less than 800 square feet minimum ground floor area for a single-family dwelling or 400 square feet for each side of a two-story or two and one-half-story duplex building; the minimum ground floor area herein referred to shall not include basements, attached or detached garages, unheated storage areas, carports or open porches of any type. All buildings shall have a roof of either slate, tile, asbestos shingles, first grade heavy weight asphalt composition shingles or other roofing materials approved by Woodlake Village Homeowners Association, as to texture and color. The minimum pitch for the roofs of a single-family or duplex residence shall be 6/12. No modular or factory-built homes may be placed on the lots.

4. No building shall be located nearer than five (5) feet to an interior lot line, provided, no structure shall be erected on any easement described within this Declaration of Restrictions or the hereinabove referred to general Declaration of Covenants, Conditions and Restrictions or on the recorded plat. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Declaration of Restrictions. No fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted along or near side lines between the front lot line and the front building setback line or between the rear lot line and the rear building setback line shown on the approved plot plan without the prior written approval of the Woodlake Village Homeowners Association, Inc., nor shall the lower branches of trees in sight line driveway approaches to any street or to street intersections be permitted to obstruct the sight distance at intersections of streets, as prescribed by Governmental Ordinances; provided, however, that the design, type and layout of all such plantings and landscaping must be approved in writing by the Woodlake Village Homeowners Association, Inc. in accordance with paragraph 2 hereof.

5. Woodlake Village Homeowners Association, Inc. shall have and is hereby granted the right, but shall not be obligated to waive, in writing any violation of the designated and approved -building location line or either side lot line, horizontal measurement only, provided that such violation does not exceed ten (10%) percent of the applicable requirements and the violation

thereof was unintentional; and further provided that such change shall not be in violation of any provision of the zoning ordinances promulgated by governmental authorities having jurisdiction over the property.

6. No lot shall be subdivided by sale, lease, or otherwise so as to reduce the total lot area below 5,000 square feet, except by and with the written consent of Woodlake Village Homeowners Association, Inc.

7. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and all boats and boat trailers stored or parked on any lot shall be under cover within a carport, garage or other suitable shelter to be approved as to location and appearance as required by paragraphs 1 and 2 of this instrument.

8. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot except household pets which shall not be kept, raised, bred or maintained for any commercial purposes. All dogs must be kept fenced, tied, or on leaders when within the Woodlake village properties or on any Lot.

9. Any single-family dwelling erected on a lot other than a corner shall face the street on which the lot abuts. On corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

10. No signboards of any description shall be displayed on any lot with the exception of signs "For Rent" or "For Sale" which signs shall not exceed two by three feet in size; provided, however, this restriction shall not apply to Declarant or Declarant's appointed Developer.

11. No person under fifty years of age may be or become a permanent resident of any residence constructed on a lot unless such person is the spouse of a resident who is over fifty years of age or is an eighteen year old or older child of a resident over fifty years of age. "Permanent resident" for the purposes of this paragraph shall mean any resident who intends to occupy or does in fact occupy a residence on a lot for over four weeks a year. This provision applies only to the occupancy of a lot and shall not be construed to require a sale of a lot in the event of ownership of a lot by a person under the age of fifty or by a person with minor children. Such an owner under the age of fifty or with minor children shall have the right to lease or rent the lot to someone who meets the requirements of this provision.

12. (a) Woodlake Village Homeowners Association, Inc. shall have and is hereby granted an easement in and right at any time in the future to grant a ten foot right-of-way over, under and along the rear line of each lot for the installation and maintenance of temporary power poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, cable television, telephone service, or other utilities including water, sanitary sewage service and storm water drainage facilities.

(b) Woodlake Village Homeowners Association, Inc. shall have and is hereby granted an easement in and right at any time in the future to grant a five foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph (a) above.

(c) Woodlake Village Homeowners Association, Inc. shall have and is hereby granted an easement in and right at any time in the future to grant a five foot right-of-way over, under and along the property line abutting on a street right-of-way expressly for

highway purposes.

13. Any driveway constructed in, on or upon any lot shall have either an asphaltic concrete surface or a cement concrete surface.

14. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, and successive periods of ten (10) years unless an instrument, signed by a majority of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been recorded in the Office of the Clerk of Court for Horry County, agreeing to change said covenants in whole or in part.

15. These covenants may be enforced by Woodlake Village Homeowners Association, Inc. or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants or to restrain violation thereof or to recover damages.

16. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

17. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision map hereinbefore referred to.

18. The owner of each lot shall maintain said lot and improvements constructed or placed thereon, including plantings, landscaping, shrubbery and lawns in good condition and repair, satisfactory to the Board of Directors of Woodlake Village Homeowners Association, Inc. All unimproved lots (lots without dwelling units constructed thereon) shall be cleared of undergrowth and maintained in such a condition that does not constitute a nuisance or health hazard.

19. All construction, landscaping or other work which has been commenced on any lot located within the subdivision must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public and private streets free from any dirt, mud, garbage, trash or any other debris which is occasioned by construction of improvements.

20. This Declaration imposes no obligation on Declarant or Woodlake Village, Inc. to place these same or similar restrictions on additional adjoining property.

IN WITNESS WHEREOF, International Paper Realty Corporation, has caused this instrument to be executed in its corporate names by its duly authorized officers, all as of the day and year first above written.

ATTEST:
Charles Myneder
Secretary

INTERNATIONAL PAPER REALTY CORPORATION
BY: Gary Becker
Vice President

Rosemary W. Fisher
Witness (1)

Marilynn C. Freund
Witness (2)

STATE OF NEW YORK
COUNTY OF New York

PROBATE

PERSONALLY appeared before me Rosemary W. Fisher
[Witness (1)], who being duly sworn, says that (s)he saw the
corporate seal of International Paper Realty Corporation affixed to
the foregoing instrument and that (s)he also saw Gary Becker,
Vice President of International Paper Realty Corporation, and
Charles Myneder, _____ Secretary of International Paper
Realty Corporation, sign and attest the same, and that (s)he with
Marilynn C. Freund [Witness (2)] witnessed the execution and
delivery thereof as the act and deed of International Paper Realty
Corporation.

Rosemary W. Fisher
Witness (1)

Sworn to before me this
7th day of December, 1984.

James E. Grapka
Notary Public

My Commission Expires:

JAMES E. GRAPKA
Notary Public, State of New York
No. 31-4775495
Qualified in New York County
Commission Expires March 30, 1986

*This Document was filed on 12-10-84 by Billie G. Richardson, Clerk of the Court, Horry County
in Deed Book 921, on Pages 84 through 88.*