

LANCASTER COUNTY, SC	
2020008936	RESTRICTION
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
06-08-2020	01:59:40 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: STEPHANIE KNIGHT	
BK:DEED 1335 PG:233-238	

This is a re-record on the instrument recorded at Book 1331, Page 95. This is a corrective recording as page 3 was left off of the original recording. The intent is for the instrument to be effective as of the date of the original recording as though page 3 had been attached at that time.

Drawn by and mail to:

*St. Amand & Efird PLLC (JSE)
Lincoln at Belle Grove
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226*

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVERCHASE ESTATES
(PHASE 3B)**

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR RIVERCHASE ESTATES (this "Amendment") is made as of the date this Amendment is recorded (the "Effective Date") in the Public Registry of Lancaster County South Carolina (the "Public Records"), by RIVERCHASE ESTATES PARTNERS, LLC, a South Carolina limited liability company ("REP" or "Declarant").

RECITALS:

A. REP is "Declarant" (by assignment recorded at Book 806, Page 330 in the Registry, and in any event) under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverchase Estates, Section 1, recorded at Book 979, Page 125, in the Public Records (as amended and supplemented from time to time, the "Declaration").

B. Declarant has the unilateral right to supplement/amend the Declaration as herein provided.

NOW THEREFORE, Declarant hereby supplements/amends the Declaration as follows:

1. Incorporation of Recitals; Defined Terms. The above Recitals A-B are hereby incorporated herein by this reference. Capitalized terms used but not defined herein (including in the Recitals) shall have the meaning(s) attributed to the same in the Declaration.

2. Phase 3B. For purposes hereof, and in any event, Phase 3B shall be all Lots shown on that certain plat entitled “Riverchase Subdivision – Section 1, Phase 3B” recorded at Plat Book 2020, Pages 41 and 42, in the Public Records, but not any other Lots in the Subdivision. No horse may be kept on any Lot other than in Phase 3B and the limited allowance for the keeping of horses in Phase 3B is subject to all terms, provisions and restrictions in this Amendment.

3. Contingent Allowance for Horses. Notwithstanding any restrictions in the Declaration to the contrary (meaning that the restrictions cannot be read and given effect together with the limited allowances herein), the following shall apply:

A. Keeping of Horses. One or more horses (as the case may be as provided below) may be kept (but not bred and not boarded as a commercial enterprise) on a Lot in Phase 3B that is at least two (2) acres in size, BUT only in accordance with the restrictions and limitations contained in this Section 2 of this Amendment or in any current or subsequent rules or regulations of the Board, and only in any event with express approval of the Board and the Committee (such approval to include approval of fencing and barn/stable improvements).

- a. One (1) horse may be kept (inside the fenced area but not outside of that area) on any Lot in Phase 3B that is larger than two (2) acres.
- b. Two (2) horses may be kept (inside the fenced area but not outside of that area) on any Lot in Phase 3B that is larger than two and one half (2.5) acres.

B. Additional Horse Restrictions. The following shall apply (in addition to the restrictions above in Section A to any keeping of any horse on any Lot in Phase 3B (in addition to the restrictions above in Section A).

- a. No horse may be kept on, maintained or cared for on any Lot unless said horse is owned by the Owner of the Lot.
- b. No horse may be kept for commercial breeding purposes.
- c. No horse is allowed on any Lot not owned by the Owner or on any Common Area.
- d. No horse shall be permanently “pastured” and all horses shall be provided with adequate barn or stable shelter from the elements, which shall include a stable constructed, in all aspects, in compliance with the architectural requirements of the Declaration or any rules and regulations now or later adopted by the Board or the Committee, and in accordance with the required approval from the same. Furthermore, no barn or stable may be larger than 1,000 sf in size and must be approved by the Committee.
- e. The area on the Lot within which any horse may be kept (including the barn area) shall be completely fenced, with all fencing satisfying all rules and regulations of the Board or the Committee, and in any event in accordance with the approvals required by the same.
- f. No horse shall be brought onto or allowed to remain on any Lot unless such horse has been tested within the preceding one hundred eighty (180) days for equine infectious anemia (“EIA”) by a licensed veterinarian following administration of a “Coggins Test” of other such comparable test as is then in general use for detecting the presence of

absence of EIA in livestock. A copy of the test results must be furnished to the Board initially (and from time to time thereafter as requested by the Board to confirm currency of results) as evidence of a negative result for EIA.

- g. The Owner of each Lot shall be responsible for controlling odor, insects, animal waste, and runoff as it relates to the keeping of a horse or horses on said Lot; and the Owner is further responsible for providing adequate pasture area in accordance with all provisions herein or in any current or subsequent rules and regulations of the Board or the Committee. Any excrement deposited by any horse on any portion of any Lot shall be promptly removed and appropriately disposed of by the Owner of such horse.
- h. Should any Owner fail to comply with the standards and restrictions herein or in any current or subsequent rules and regulations of the Board or the Committee, then Declarant or the Board shall have the right to enter onto the Owner's Lot to enforce compliance (and to charge the owner as an individual Maintenance Charge) for any costs associated with the same. In the event that an Owner has more than three (3) complaints lodged against him/her at different times during any one-year period, the Board may, in accordance with adopted rules and regulations, deprive said Owner of his/her right to keep the horse(s) on his/her Lot.

C. Horse Trailers. Each Owner may keep one ¾ ton horse trailer on its Lot for each horse kept on the Lot, provided, however that when not in use, the trailer must be kept inside a closed garage or stable or barn, or otherwise appropriately screened as approved by the Board or the Committee, and in any event not visible from any road in the Subdivision or from any other Lot.

D. Equine Activity Liability; Indemnity. Each Owner, by acceptance of a deed to any Lot in Phase 3B, acknowledges that he/she is familiar with the provisions of South Carolina Code, Title 47, Chapter 9, Article 7 – *Equine Liability Immunity*, relating to equine activity liability “the “Equine Liability Statute”). Each Owner involved in any “Equine Activity” as either an “Equine Professional” or a “Equine Activity Sponsor” (all as defined in the Equine Liability Statute) shall comply with and give all warnings required by the Equine Liability Statute. Furthermore, and in any event and whether or not governed by the Equine Liability Statute, and in addition to the same and to the maximum extent allowed by law, each Owner by bringing a horse onto his/her Lot, hereby indemnifies, holds harmless and agrees to defend all other Owners and their guests and invitees and the Association (including the Board and the Committee) from and against all claims (including all attorney's fees relative to the same), damages (including damage to property), injuries, and/or death, resulting from the bringing of the horse into the Subdivision. Furthermore, and without limiting the above indemnity, if the Association incurs any additional expenses by virtue of one or more Owners keeping horses on their Lots then the Owners keeping horses shall be solely liability (in equal shares) for paying all additional expenses of the Association incurred as a result thereof (and the same shall be enforceable as a Maintenance Expense).

4. Rules. Without limitation, the Board and the Committee may from time to time or at any time adopt additional and supplemental rules and regulations relating to the keeping of horses on Lots in Phase 3B just as they may adopt other rules and regulations under the Declaration. If and to the extent required (if required) under South Carolina Association Act, Section 27-30 of the South Carolina Code, any such rules and regulations shall be recorded in the public record.

5. Effect of Amendment. Except as expressly amended and supplemented herein, the Declaration shall remain in full force and effect.

6. Headings. Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment.

7. Choice of Laws and Venue. This Amendment shall be construed in accordance with the laws of the State of South Carolina.

8. Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signature Page and Exhibits to Follow]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 18th day of May, 2020.

RIVERCHASE ESTATES PARTNERS, LLC, a South Carolina limited liability company

By: [Signature]
Name: Jeff Webb, as Authorized Officer

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Witness

[Signature]
Witness

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, ~~acknowledging~~ to me that he ~~or she~~ voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeff Webb
(name of principal)

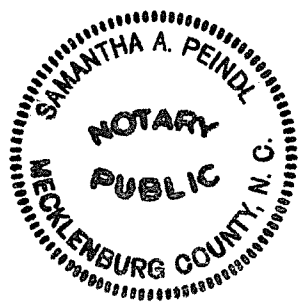
Date: 5/18/2020

[Signature]
Official Signature of Notary Public

Samantha A. Peindl
Notary printed or typed name

My commission expires: 9/23/2022

[OFFICIAL SEAL]



IN WITNESS WHEREOF, for avoidance of doubt, the Association has executed this Amendment as of the day and year notarized below evidencing proper and current adoption and acknowledgement of this Amendment (as/if required).

Riverchase Estates Property Owners Association,
a South Carolina Nonprofit Corporation

By: [Signature]
Name: Jeff Webb, as Authorized Officer

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

[Signature]
Witness

[Signature]
Witness

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, ~~each~~ acknowledging to me that he ~~or she~~ voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jeff Webb
(name of principal)

Date: 5/18/2020

[Signature]
Official Signature of Notary Public

Samantha A. Peindl
Notary printed or typed name

My commission expires: 9/23/2022

[OFFICIAL SEAL]

