

*Filed @ Courthouse
Original with
Secretary's file,*

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

FIFTH AMENDMENT TO
THIRTEENTH AMENDMENT/
SUPPLEMENTARY DECLARATION TO
THE COVENANTS AND RESTRICTIONS
OF WOODSIDE PLANTATION
PROPERTY OWNERS' ASSOCIATION,
INC. AND WOODSIDE DEVELOPMENT
COMPANY OF AIKEN, INC.

WHEREAS, the Thirteenth Amendment/Supplementary Declaration to the Woodside Plantation Declaration of Covenants and Restrictions was recorded in Misc. Book 938, at Page 158, records of Aiken County, South Carolina (the "Thirteenth Amendment"), the purpose of which was to establish the Cottonwood Creek Neighborhood Association as well as the Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood; and

WHEREAS, the Amendment to the Thirteenth Amendment was recorded in Misc. Book 948, at Page 13, Aiken County Records; and

WHEREAS, the Second Amendment to the Thirteenth Amendment was recorded in Misc. Book 1187, at Page 258, Aiken County Records; and

WHEREAS, the Third Amendment to the Thirteenth Amendment was recorded in Misc. Book 1338, at Page 341, Aiken County Records; and

WHEREAS, the Fourth Amendment to the Thirteenth Amendment was recorded in Misc. Book 1348, at Page 263, Aiken County Records; and

WHEREAS, pursuant to the provisions of Section 10.4 of the Amended Declaration of Covenants and Restrictions for Cottonwood Creek Neighborhood Association, three-fourths (3/4) of the total membership of the Cottonwood Creek Neighborhood Association (the "Association"), being the sole Record Owners of the Lots in Cottonwood Creek, desire to amend the Cottonwood Creek Covenants to allow for the expansion of patios, decks and steps into the Common Areas and Limited Common Areas upon satisfaction of certain terms and conditions.

NOW, THEREFORE, the following is hereby added as Section 5.5 to the Cottonwood Creek Covenants:

- 5.5 The Association has the right, but not the obligation, to grant an easement to a Record Owner to extend or add patios, decks and steps appurtenant to a Record Owner's Unit into the Common Areas or Limited Commons Areas in accordance with the Guidelines set forth herein as Exhibit "A" attached hereto and incorporated herein. Upon granting of said easement, coupled with construction of said improvements, to the extent that such approved additions are located upon areas previously identified as Common Areas, such areas shall be converted to Limited Common Areas for the exclusive use and benefit of the Record Owner to whose Unit the additions are appurtenant. In the event that such additions are ever

permanently removed, said easement shall automatically terminate and to the extent that a Common Area was re-designated Limited Common Area, such designation shall revert to the prior designation as Common Area for the use and benefit of all Record Owners.

Except as otherwise set forth herein, said Cottonwood Creek Covenants shall remain unmodified and in full force and effect. Further, to the extent not defined herein, any capitalized terms shall have the meaning ascribed in the Cottonwood Creek Covenants. In the event of any conflict between this document and the Cottonwood Creek Covenants, the terms contained herein shall control.

This Fourth Amendment to Thirteenth Amendment/Supplementary Declaration is signed, sealed and delivered this 13th day of October, 2010.

Denise Schreubie
Witness Signs Here

COTTONWOOD CREEK
NEIGHBORHOOD ASSOCIATION

By: Ed P. Codd
President

Loi Hegarty
Notary Public Signs Here

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Cottonwood Creek Neighborhood Association, Inc., by Gerald McDonald, as its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th
day of October, 2010.

Denise Schreubie
Witness Signs Here

Loi Hegarty
Notary Public for South Carolina
My Commission Expires:

My Commission Expires October 13, 2017

EXHIBIT A

GUIDELINES OF THE COTTONWOOD CREEK NEIGHBORHOOD
ASSOCIATION FOR THE EXPANSTION/ADDITION OF PATIOS, DECKS
AND STEPS BY RECORD OWNERS

EXHIBIT A

GUIDELINES OF THE COTTONWOOD CREEK NEIGHBORHOOD ASSOCIATION ("CCNA") FOR THE EXPANSION/ADDITION OF PATIOS, DECKS AND STEPS BY RECORD OWNERS

1. Record Owners desiring to expand their patio, deck, and/or deck steps appurtenant to their unit must first submit an application for approval and pay an application fee to the CCNA Board of Directors, such application and fees to be established by the Board in its reasonable discretion.
2. In total a deck with an expansion and steps can be no larger than 450 square feet and a patio in total no larger than 238 square feet. A drawing of the existing and expanded deck, patio and/or steps in relation to the surrounding property must be submitted with the application by the Record Owner.
3. Expanded decks can only be added to an existing deck and expanded patios to an existing patio. A new patio can be added that is adjacent to an existing sunroom. Patios, decks and steps can only be expanded in the rear of a house and not exceed the rear width of the home.
4. Expanded decks and patios can not be screened in, walled in or fenced in any way and patios must be on ground level and on one level only and decks can only be on one level and on the same level as the existing deck. New steps off of expanded or existing decks will be considered.
5. The materials and style of construction of an expanded patio or deck must look similar to the existing patio or deck or in the case of a new patio in Phase I must look similar to patios of nearby neighbors.
6. In reviewing an application for the addition/expansion of a patio, deck or deck steps in the Common Areas the CCNA Board of Directors will determine the impact of the expansion on the neighborhood including, attractiveness, visibility, and its location in relation to the lot. The Board will evaluate the qualifications of the contractor which may include bonding capacity, licensing requirements, evidence of sufficient liability insurance, workers compensation and other factors. The Board will also evaluate impacts on the drainage system, irrigation system, landscaping and landscaping maintenance and other structures. Record Owner must provide evidence concerning these impacts in their application.

7. Record Owner will be responsible for all costs associated with the construction of a patio, deck or steps including but not limited to the development of drawings and surveys, legal expenses, taxes and fees, and the cost for any relocation, repair, or change to the irrigation system or other utilities, drainage system, landscaping or other structures in the common area.
8. Record Owner will indemnify the CCNA, its Board of Directors and each of the 42 property owners in Cottonwood Creek of all liability claims that may result from the entire deck, patio and/or steps and not solely the expanded portion including all cost, expenses, loss and damage, including reasonable attorneys fees and court costs.
9. The CCNA Board of Directors may require new and additional information from the Record Owner in its consideration of an application.
10. The CCNA Board of Directors must vote unanimously in order for the project to be approved.
11. CCNA Board of Director's approval of the project is contingent upon the Record Owner completing the construction of the deck, patio and/or steps within (8) eight months from the date of approval and the Record Owner must also sign an affidavit recognizing that they do not own the expanded deck or patio.
12. Following approval by the CCNA Board of Directors the Record Owner must comply with all other laws, rules and regulations regarding construction, including obtaining necessary building permits. The CCNA will forward the application to the WPOA for final approval.

Revision 1. 7/27/10

Revision 2. 7/29/10

Revision 3. 9/13/10

Revision 4. 9/22/10

Revision 5. 10/11/10