



**Amended Bylaws and
Covenant Restrictions of
Campbells Crossing
Homeowners' Association,
Inc.**

8 **January 15, 2011**

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Unofficial Version

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87

Amended Bylaws

88

ARTICLE I Name and Location

89

90 The name of the corporation is CAMPBELLS CROSSING HOMEOWNER'S
91 ASSOCIATION, INC., (the "Association"). The principal office of the Association
92 shall be located at such place as the Board of Directors may deem convenient or
93 the affairs of the Association may require, provided that meetings of members
94 and directors may be held at such place and location in the County of York, State
95 of South Carolina as may be agreed upon by the majority of the Board of
96 Directors.
97

98

ARTICLE II Definitions

- 99 1. "Association" shall mean CAMPBELLS CROSSING HOMEOWNERS'
100 ASSOCIATION, INC., a nonprofit corporation organized and existing
101 under the laws of the State of South Carolina, its successors and assigns.
102 The Association has been previously referred to in other documents
103 prepared by the developer as Campbells Crossing Property Owners'
104 Association and the two names are to be synonymous herein.
- 105 2. "Common Area(s)" shall have the same meaning as contained in the
106 Declaration and shall include any and all real property and improvements
107 thereon owned by the Association, or such other property to which the
108 Association may hold title, whether in fee or for a term of years, or the
109 beneficial rights of use and enjoyment for the benefit of the members of
110 the Association, subject to the provisions of the Declaration and the
111 agreements, if any, between the Association and owners of such property.
- 112 3. "Declaration" shall mean the Declaration of Covenants and Restrictions
113 applicable to the Properties as recorded at Book 1216 Page 328 in the
114 Clerk of Court's Office in York County, South Carolina, as amended,
115 extended, or supplemented.
- 116 4. "Developer" and "Declarant" shall be synonymous and shall mean
117 Homestead Land & Timber Company, a North Carolina corporation, its
118 successors and assigns.
- 119 5. "Tract" for the purposes of these Bylaws shall mean any numbered lot or
120 tract of land shown on the recorded plats of all Sections of CAMPBELLS
121 CROSSING Subdivision as well as the meaning contained in the
122 Declaration.
- 123 6. "Owner" shall mean the record owner, whether one or more persons or
124 entities, of the fee interest in any Tract, excluding, however those parties
125 having such interest merely as a security interest for the performance of
126 an obligation.
- 127 7. "Properties" shall mean any and all of that certain real property now or
128 which may hereafter be made subject to the Declaration as part of the
129 subdivision being developed by Developer in York County, South

130 Carolina, which subdivision is and shall be commonly known as
131 CAMPBELLS CROSSING.

132
133 8. "Section" shall mean any of the development phases of CAMPBELLS
134 CROSSING referred to as Sections 1,2,3,4 or 5 as shown on the recorded
135 plats of CAMPBELLS CROSSING subdivision.

136 **ARTICLE III Membership**

137 **Section 1**

138 Every person or entity who is the Owner of record of a fee interest in any Tract
139 shall be a member of the Association, subject to and bound by the Association's
140 Articles of Incorporation, Bylaws and rules and regulations. The foregoing is not
141 intended to include persons or entities who hold an interest in any Tract merely
142 as security for the performance of an obligation. Ownership of such Tract shall be
143 the sole qualification for membership. When any Tract is owned of record in joint
144 tenancy or tenancy in common or by some other legal entity, the membership as
145 to such Tract(s) shall be joint and the right of such membership pertaining to
146 voting power arising therefrom shall be exercised only as stipulated in Article V
147 herein below.

148 **Section 2**

149 During any period in which a member shall be in default in the payment of any
150 annual, special or other periodic assessment levied by the Association, the voting
151 rights may be suspended by the Board of Directors until such assessment is
152 paid. In no event, however, may the right of an Owner to use the Roadways be
153 suspended or terminated.

154 **Section 3**

155 No membership or initiation fee shall be charged, nor shall members be required
156 to pay at any time any amount to carry on the business of the Association, except
157 to pay when due the charges, assessments and special assessments levied
158 upon each member's Tract as specified in the Declaration, these Bylaws, or as
159 the members of the Association may from time to time hereafter adopt.

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ARTICLE IV Meetings of Members

163
164

Section 1

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166 The first annual meeting of the members shall be called by the Directors, at such
167 place and time as the Board of Directors shall provide in its notice to members,
168 and each subsequent annual meeting of the members shall be held on the
169 second Saturday of January of each year thereafter. If the day for the annual
170 meeting of the members is a legal holiday, the meeting will be held at the same
171 hour on the first day following which is not a legal holiday.
172

Section 2

173

174 Special meetings of the members may be called at any time by a majority of the
175 Board of Directors, or upon written request of the members who are entitled to
176 vote one-third (1/3) of the votes of the membership of the Association.

Section 3

177

178 Written notice of meetings stating the time and place of the meeting and in case
179 of a special meeting, the purpose or purposes for which the meeting is called,
180 shall be delivered not less than ten (10) days nor more than sixty (60) days
181 before the date of the meeting, either personally or by mail, by or at the direction
182 of the President, the Secretary or the person authorized to call the meeting. If
183 mailed, such notice shall be deemed to be delivered when deposited in the U.S.
184 mails addressed to the member at his address as it appears on the records of the
185 Association with the postage thereon prepaid.

Section 4

186

187 The presence in person or by proxy at the meeting of members entitled to vote
188 more than twenty percent (20%) of the votes of the membership shall constitute a
189 quorum for any action except as otherwise provided in the Articles of
190 Incorporation, the Declaration or these Bylaws. In the event a quorum is not
191 present, the meeting may be adjourned to another date and time within six (6)
192 months and notice thereof shall be delivered to all members. A majority of the
193 votes entitled to be cast by the members present in person or represented by
194 proxy at such meeting at which a quorum is present shall be necessary for the
195 adoption of any matter voted upon by the members.
196

Section 5

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198 At all meetings of members, each member may vote in person or by proxy.
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ARTICLE V Voting and Voting Rights

Section 1

The voting rights of the membership shall be appurtenant to the ownership of the Tract and shall otherwise be as set forth in the Declaration.

- A. Each Tract shall entitle the Owner(s) of said Tract to one (1) vote:

When two or more persons hold an interest (other than a leasehold or security interest) in any Tract, all such persons shall be members. The vote for such Tract shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Tract and in no event shall more than one (1) vote be cast with respect to any Tract, nor shall any vote be fractionalized.
- B. Any member who is delinquent in the payment of any charges duly levied by the Association against a Tract owned by such member shall not be entitled to vote until payment of all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, has been made.
- C. Members shall vote in person or by proxy executed in writing by the member. All proxies shall be in filed with the Secretary. Each proxy shall be revocable provided that revocation must be made in writing to the Secretary and received prior to the commencement of the meeting at which the proxy is to be exercised. A proxy shall automatically cease upon conveyance by the member of his Tract within the Properties. No proxy shall be valid after eleven (11) months from the date of its execution. A corporate member's vote shall be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.
- D. Voting on all matters (except the election of directors, which shall be by written ballot) shall be by voice vote or by show of hands unless a majority of the members shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such election may be conducted by mail.
- E. The membership list shall be certified to the Board of Directors as of the date the notice of meeting is sent out, and for those meetings not requiring a notice, thirty (30) days prior to the meeting date. All members contained on the membership list shall be entitled to vote at the meeting whether or not they are owners of tracts on the date of the meeting.

245 **ARTICLE VI Property Rights**
246

247 **Section 1**

248 Each member of the Association shall be entitled to the use and enjoyment of the
249 Common Areas subject to the provisions of the Declaration.

250 **Section 2**

251 Each member of the Association shall have such an interest in the Association as
252 is represented by the ratio of the number of votes to which said member is
253 entitled to the total number of votes in the Association. Said number may change
254 from time to time as additional property is subjected to the Restrictions.
255

256 **ARTICLE VII Maintenance Charges**
257

258 **Section 1**

259 By the Declaration each member is deemed to covenant to pay to the
260 Association Common Area Assessments or other periodic charges. The
261 Common Area Assessments and Special Assessments, together with such
262 interest thereon and costs of collection thereof, as hereinafter provided, shall, to
263 the extent permitted by law, be a continuing lien upon the property against which
264 each such assessment is made to secure the payment of said assessments due
265 and to become due. Each such assessment, together with such interest, costs
266 and reasonable attorneys, fees, shall also be the personal obligation of the
267 person which was the Owner of such property at the time when the assessments
268 fell due and shall not pass to his successors in title unless expressly assumed by
269 them, which assumption shall not, however, relieve owner of his personal
270 obligation in event of nonpayment.
271

272 **Section 2**

273 The assessments paid to the Association shall be used exclusively for the
274 purpose of establishing and maintaining a fund which will be used to pay for the
275 expense of maintaining the Common Areas and other facilities related to the use
276 and enjoyment thereof. By way of illustration, but without limitation, the fund may
277 be used for doing anything reasonably necessary or desirable in the opinion of
278 the Board of Directors of the Association to keep the Common Areas neat and in
279 good repair and condition; and to provide such other common community
280 services as the members of the Association shall decide are necessary or useful
281 for the benefit, health and welfare of property owners and residents of the
282 Properties.

283
284
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Section 3

The assessments shall be determined as provided in the Declaration.

286

Section 4

287 The establishment of assessments, the date of commencement of assessments,
288 and other matters relating to assessments are set forth in the Declaration and are
289 incorporated herein by reference.
290

291

ARTICLE VIII Board of Directors

292

Section 1

293 The business and affairs of this Association shall be managed by a Board of
294 Directors. At the inception of the Association, the Board shall consist of the three
295 (3) members named in the Articles of Incorporation, and after the first annual
296 meeting the number of directors shall be eleven (11).
297

298 Six (6) members of the Board of Directors shall be elected at large from the
299 entire subdivision, and five (5) shall be elected from each of their respective
300 Sections. Board members shall declare as at large candidates or as a candidate
301 in the Section in which he or she owns property. Section candidates shall be
302 chosen by vote of residents of that particular Section only.
303

304 The size of the Board of Directors may be increased or decreased from time to
305 time upon the affirmative vote of a majority of all members. Each director shall
306 hold office for the term for which he was elected, or until his death, resignation,
307 retirement, removal, disqualification or until his successor is elected and
308 qualified. Each such director shall serve for a one-year term. Nothing herein
309 contained shall be construed to prevent the election of a director to succeed
310 himself.
311

312

Section 2

313 The first Board of Directors named in the Articles of Incorporation shall serve
314 from the date of the filing until their successors are duly elected and have
315 qualified. Only thereafter, directors shall be elected by ballot at the annual
316 meeting of the members. Each director shall hold office until his death,
317 resignation, removal, disqualification, or his successor is elected or appointed
318 and qualified. Any vacancy may be filled at any time by a majority of the
319 remaining directors, though less than a quorum, but a vacancy created by an
320 increase in the authorized number of directors shall be filled only by election at
321 an annual meeting or at a special meeting of members called for that purpose.

322

Section 3

323 The directors shall act only as a board, and the individual directors shall have no
324 power as such. A majority of the directors for the time being in office shall

325 constitute a quorum for the transaction of business, but a majority of those
326 present at the time and place of any regular or special meeting, although less
327 than a quorum, may adjourn the same from time to time without notice until a
328 quorum be at hand. The act of a majority of directors present at any time at which
329 there is a quorum shall be the act of the Board of Directors.

330 **Section 4**

331 The Board of Directors may, by resolution adopted by a majority thereof,
332 designate one or more executive committees, each executive committee to
333 include not less than one (1) director as members thereof, which executive
334 committees to the extent provided in said resolution, may have and may
335 exercise, when the Board of Directors is not in session, the powers of the Board
336 of Directors in the management of the affairs of the Association. The Board of
337 Directors may designate such other committees which it may deem necessary
338 and advisable in the efficient operation of the Association. These committees
339 may be appointed by the Board from those members who are not directors, to
340 serve in such capacity as the directors may specify.

341 **Section 5**

342 The Board of Directors shall meet for the transaction of business at such time
343 and place as may be designated from time to time by resolution of the Board. It is
344 contemplated the Board will meet within the boundaries of the subdivision when
345 practical to do so. The Board shall not meet at a place more than thirty (30) mile
346 by road from the intersection of Paraham and Campbells Roads. Regular
347 meetings of the Board shall ordinarily be held after notice to the members. Such
348 notice may be provided by mail, including notice in a periodic newsletter. Notice
349 may also be provided by a posting of signs with in Campbells Crossing at least
350 eight (8) hours in advance of said meeting. In the event of an emergency, the
351 Board may meet without advance notice to the members, so long as notice of the
352 meeting is given after the fact by any method set forth herein. Special meetings
353 of the Board of Directors may be called by the President or by any two (2)
354 members of the Board for any time and place, provided reasonable notice of
355 such meetings shall be given to each member of the Board before the time
356 appointed for such meeting. The attendance of a director at a meeting shall
357 constitute a waiver of notice of such meeting except where a director attends a
358 meeting and objects to the transaction of any business because the meeting is
359 not lawfully called or convened.

360 **Section 6**

361 The Board of Directors may from time to time determine the order of business at
362 its meetings. At all meetings of the Board, the President, or in his absence, the
363 chairman chosen by the directors present, shall presides

364 **Section 7**

365 The Board of Directors, after the close of the fiscal year, shall submit to the
366 members of the Association a report as to the condition of the Association and its

367 property and shall submit also an account of the financial transactions of the past
368 year.

369 **Section 8**

370 Subsequent to their election by members, any director may be removed from the
371 Board, with or without cause, by a majority vote of the members of the
372 Association. In the event of death, resignation, or removal of a director, his
373 successor shall be elected by the remaining members of the Board and shall
374 serve for the unexpired term of his predecessor. The Board shall elect the next
375 highest vote recipient from the previous election as successor Board member,
376 provided such person is willing and remains qualified to serve.

377 **Section 9**

378 No director shall receive compensation for any service he may render to the
379 Association, provided, however, any director may be reimbursed for his actual
380 expenses incurred in the performance of these duties.

381 **Section 10**

382 The directors shall have the right to take any action in the absence of a meeting
383 which they could take at a meeting by obtaining the written approval of all the
384 directors. Any action so approved shall have the same effect as though taken at
385 a meeting of the directors.

386 **ARTICLE IX Powers and Duties of the Board of Directors**

387

388 **Section 1**

389

390 The Board of Directors shall have the power to:

391

392 a) adopt and publish rules and regulations governing the use of the Common
393 Areas and other facilities provided for the common use and benefit of
394 Association members, and to establish penalties for the misuse thereof;

395

396 b) exercise for the Association all powers, duties and authority vested in or
397 delegated to this Association and not reserved to the membership by other
398 provisions of these Bylaws, the Articles of Incorporation, or the
399 Declaration;

400

401 c) declare the office of a member of the Board of Directors to be vacant after
402 notice and an opportunity to be heard, in the event the Board determines
403 that such member has been absent excessively without cause, guilty of
404 gross neglect of duty, dishonest in dealings with the Association, or
405 convicted of a crime which carries a maximum penalty of one year or
406 more;

407

- 408 d) enter into agreements with third parties in order to facilitate efficient
409 operation of the Common Areas. It shall be the primary purpose of such
410 agreements to provide for the administration, maintenance and repair, and
411 operation of the Common Areas. The terms of said agreements shall be
412 as determined by the Board of Directors to be in the best interest of the
413 Association;
414
- 415 e) employ a manager, an independent contractor, or such other employees
416 as the Board deems necessary, and to prescribe their duties, to carry out
417 and accomplish the purposes of the Association;
418
- 419 f) open bank accounts on behalf of the Association and designate
420 signatories required therefore.
421

422 Section 2

423 It shall be the duty of the Board of Directors to:

- 424
- 425 a) cause to be kept a complete record of all its acts and corporate affairs and
426 to present a statement thereof to the members at the annual meeting of
427 the members or at any special meeting when such statement is requested
428 in writing by one-fourth (1/4) of the members of the Association.
429
- 430 b) supervise all officers, agents and employees of this Association, and to
431 see that their duties are properly performed;
432
- 433 c) fix the amount of the annual or special assessments against each Tract as
434 provided in the Declaration and send written notice of each assessment to
435 every Association member at least thirty (30) days in advance of the each
436 annual or special assessment due date, subject, however, as to special
437 assessments, the assent of the membership as hereinabove provided; in
438 fixing such assessments, the Board shall, to the extent permitted by the
439 Declaration and to the extent fairness and good business practice permit,
440 equalize assessments to all members in all Sections; further, the Board
441 may consider in arriving at assessments the benefit that certain common
442 area improvements, though located only in one or two Sections; have
443 upon the overall sense of community identity and property values;
444 however, the Board can take into account costs and benefits unique to
445 any Section or tract, and can vary assessments accordingly, provided
446 those members similarly situated are all treated equally notwithstanding
447 the foregoing, as of budget year July 1, 2011, Sections 1, 3, 4 and 5 have
448 equal and shared responsibility for the maintenance of the fence and the
449 ornamental trees located in Campbells Crossing Homeowners'
450 Association common area along Campbell Rd and Paraham Rd.
451 Maintenance of the fence is to include repairs and replacement of boards
452 and posts, and periodic painting. Maintenance of the trees includes

- 453 pruning, spraying for pests, fertilizing, mulching, watering under drought
454 condition, and replacement of dead or diseased trees.
455
- 456 d) issue, or cause an appropriate officer to issue, upon demand, by any
457 person, a receipt setting forth whether or not any assessment has been
458 paid; a reasonable charge may be made by the Board for the issuance of
459 these certificates and such certificates, if issued, shall be conclusive
460 evidence of payment of any assessment therein stated to have been paid;
461 and
462
- 463 e) cause the Common Areas to be maintained.
464

465 All of these duties may be delegated by the Board of Directors to a professional
466 management company in the sole discretion of the Board of Directors, with the
467 exception of that duty set forth in Subsection (c) above. Where the powers and
468 duties of Board as set forth herein are in conflict with the Declarations, the
469 Declarations shall govern.

470 **ARTICLE X Officers and Their Duties**

471 **Section 1**

472 The officers of this Association shall be a President and one or more Vice
473 Presidents, a Secretary, a Treasurer, and such other officers and assistant
474 officers as the Board may from time to time deem necessary. Any two or more
475 offices may be held by the same person, except the offices of President and
476 Secretary and the offices of President and Vice President.

477 **Section 2**

478 The officers of the Association shall be elected or appointed annually by the
479 Board of Directors must be serving as Directors to be eligible for office, and each
480 shall hold office for one (1) year unless he shall sooner die, resign, or be
481 removed, or otherwise disqualified to serve. Candidates for President or Vice-
482 President must be Directors elected at large. The Board may elect such other
483 officers as the affairs of the Association may require, each to whom shall hold
484 office for such period, have such authority, and perform such duties as the Board
485 may from time to time determine.

486 **Section 3**

487 Any officer may be removed from office by the Board with or without cause. Any
488 officer may resign at any time by giving written notice to the Board, the President
489 or the Secretary. Such resignations shall take effect on the date of receipt of
490 such notice or at any later time specified therein, and unless otherwise specified
491 therein, the acceptance of such resignation shall not be necessary to make it
492 effective.

493

Section 4

494 A vacancy in any office may be filled in the manner prescribed for regular
495 election or appointment. The officer elected or appointed to such vacancy shall
496 serve for the remainder of the term of the officer he replaces.

497

Section 5

498 The duties of the officers are as follows:

499

President

500

501
502 (a) The President shall be the chief executive officer of the corporation and shall
503 perform such other duties as from time to time may be assigned to him by the
504 Board; shall see that orders and resolutions of the Board are carried out; shall
505 sign all leases, mortgages, promissory notes, deeds and other such similar
506 documents; and shall, in general, perform all duties incident to the office of
507 President.

508

Vice President

509

510
511 (b) The Vice President shall act in the place and stead of the President in the
512 event of his absence, inability or refusal to act, and shall exercise and discharge
513 such other duties as may be required of him by the Board.

514

Secretary

515

516
517 (c) The Secretary shall record the votes and keep the minutes of all meetings
518 and proceedings of the Board and of the members; keep the corporate seal of
519 the Association and affix it on all papers requiring said seal; serve notice of
520 meetings of the Board and of the members; keep appropriate current records
521 showing the members of the Association together with their addresses; and
522 perform such other duties as required by the Board.

523

Treasurer

524

525
526 (d) The Treasurer shall receive and deposit in appropriate bank accounts all
527 monies of the Association and shall disburse such funds as directed by resolution
528 of the Board of Directors; shall sign all checks and promissory notes of the
529 Association; keep proper books of account; cause an annual accounting of the
530 Association books to be made at the completion of each fiscal year; and shall
531 prepare an annual budget and a statement of income and expenditures to be
532 presented to the membership at its regular annual meeting, and deliver a copy of
533 each to the members.

534

535 **ARTICLE XI Indemnification of Officers and Directors**

536
537 The Association shall indemnify any and all persons who may serve or whom
538 have served at any time as directors or officers of the Association against any
539 and all expenses, including amounts paid upon judgments, counsel fees and
540 amounts paid in settlement (before or after suit is commenced) , actually and
541 necessarily incurred by such persons in connection with the defense or
542 settlement of any claim, action, suit or proceeding in which they, or any of them,
543 are made parties, or a party, which may be asserted against them or any of
544 them, by reason of being or having been directors or officers or a director or
545 officer of the Association, except this indemnification shall not operate with
546 respect to a director or officer or person who has been adjudged in any action,
547 suit, or proceeding guilty of willful and intentional misconduct in the performance
548 of his duties to the Association. Provided, however, that in the event of a
549 settlement the indemnification herein shall apply only when the Board of
550 Directors approves such settlement and reimbursement as being in the best
551 interest of the Association. The Association shall likewise indemnify any bonded
552 professional management company for any of the above-mentioned expenses,
553 when such expenses are incurred in the course of duties delegated by the Board
554 of Directors.

555
556 The provisions hereof shall be in addition to and not exclusive of any and all
557 other rights to which any director or officer may otherwise be entitled under any
558 law, bylaw, agreement, vote of Association members or otherwise. In the event of
559 death of the officer or director, the provisions hereof shall extend to his legal
560 heirs, representative, successors and assigns. The foregoing rights shall be
561 available whether or not such person or persons were in fact directors or officers
562 at the time of incurring or becoming subject to such expenses, and whether or
563 not the proceeding, claim, suit or action is based on matters which antedate the
564 adoption of this Bylaw.

565
566 The invalidity or unenforceability of any provision of this Bylaw shall not affect the
567 validity or enforceability of any other provision hereof.

568
569

570 **ARTICLE XII Corporate Seal**

571

572 A corporate seal shall have engraved thereon the following:

573

CAMPBELLS CROSSING HOMEOWNERS' ASSOCIATION, INC.

574

A Nonprofit Corporation

575

SEAL

576

1997

577

South Carolina

578

579 It shall remain in the custody of the Secretary and shall be by him affixed to all
580 documents requiring the corporate seal of complete execution. An impression of
581 the corporate seal is directed to be affixed to these Bylaws.

582

583 **ARTICLE XIII Books and Records**

584

585 The books, records and papers of the Association shall at all times be subject to
586 inspection by any member during reasonable business hours. The Declaration,
587 the Articles of Incorporation, and the Bylaws of the Association shall be available
588 for inspection by any member of the principal office of the Association, where
589 copies may be purchased at reasonable cost.

590

591 **ARTICLE XIV Fiscal Year**

592

593 The fiscal year of the Association shall begin on the first day of July and end on
594 the thirtieth (30th) day of June every year beginning on July 1st 2007.

595

596

597 **ARTICLE XV Notice**

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599 Any notice required to be given by these Bylaws may be waived by the person
600 entitled thereto before or after the time stated therein. Unless otherwise provided,
601 whenever a notice shall be required by these Bylaws, such notice shall be given
602 in writing, and addressed to the person entitled thereto at his address as the
603 same appears on the books of the Association, the time when such notice is
604 mailed being deemed the time of the giving of such notice.

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606 **ARTICLE XVI Amendments**

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These By-Laws may be amended, upon ten (10) days written notice, including the proposed text of proposed amendment of a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. Provided, however, the provisions of Article IV, Section 1, Article VIII, Sections 1 and 2, Article XI and this Article XVI may not be amended without the consent in writing of Declarant so long as Declarant shall be the owner of five or more Tracts, provided such consent may not be withheld unreasonably. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

619 **ARTICLE XVII Committees**

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At any meeting of members or directors, committees may be established for purposes consistent with the Declaration and these Bylaws.

624 **ARTICLE XVIII Assets: Purpose**

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No part of the income of the Association shall inure to the benefit of any officer, director or member of the Association; except that funds advanced for the benefit of the Association and goods and services provided to the Association by an officer, director or member may be paid out of the Association's income and upon the dissolution of the Association, the assets thereof shall, after all its liabilities and obligations have been discharged or adequate provisions made therefor, be distributed or conveyed to any association or associations organized for purposes similar to that of the Association, or to a government entity for maintenance.

Declaration of Covenants and Restrictions

Section 1

Restrictions and Requirements

1. No tract shall be occupied or used except for single-family residential purposes. Only one residence is permitted on any tract.
2. Each residential unit shall contain a minimum of 1,800 square feet, of heated enclosed living area, exclusive of patios, porches, garages and unfinished and unheated basements. A two-story dwelling shall contain a minimum of 1000 square feet of enclosed, heated living area on the first (main entry level) floor if the garages not attached; however, this area may be reduced to 800 square feet if the dwelling contains an attached two-car garage on the first floor level. Once construction of a residence has commenced, the exterior thereof, including finished siding material, painting, driveway, and landscaping shall be completed within six (6) months thereafter.
3. No building shall be constructed nearer than twenty-five (25) feet to any side property line, fifty (50) feet to the rear property lines and one hundred forty (140) feet to the front on all tracts, as drawn on the plat. All animal shelters, barns or pens shall be one hundred (100) feet from all tract lines.
4. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the Subdivision.
5. No modular home, mobile home, house trailer or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

The terms "modular home" and "mobile home" are defined as follows:

Modular Home. A dwelling unit constructed in accordance with the standards set forth in the South Carolina State Building Code for 1 and 2 family dwellings and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly, whether on its own chassis or otherwise. The use of roof trusses or floor trusses on an otherwise conventionally constructed dwelling will not render such dwelling a modular home.

Mobile Home. A dwelling unit that: (i) is not constructed in accordance with the standards set forth in The South Carolina State Building Code, and (ii) is composed of one or more

683 components, each of which was substantially assembled in a
684 manufacturing plant and designed to be transported to the home
685 site on its own chassis.
686

- 687 6. Exterior construction material for all buildings, whether residential or
688 auxiliary, shall be properly painted, stained, or veneered with wood, vinyl,
689 brick, stone, or stucco. If wood, vinyl, or hardboard material is used, it
690 shall consist of individual boards each of which shall be no wider than
691 twelve inches. No exposed concrete block is permitted. All chimneys
692 must be made of brick, stone, stucco, or siding material. Roof pitch shall
693 be a minimum ratio of 6:12, except that screen porches, sun rooms and
694 similar ancillary rooms may have a roof pitch of 3:12. No walls or fences
695 shall be permitted within 200' of the edge of the right-of-way for Campbell
696 Road or Parham Road, except board fences with three (3) 2" X 6"
697 horizontal boards (commonly referred to as horse fencing) not higher than
698 five (5) feet, painted or stained black in color. The mail box shall consist
699 of a 4" X 4" post, painted / stained black, with a black mailbox mounted to
700 the 4" X 4" post. The intent of this provision is for all fencing to be the
701 same in materials, form and color as the existing fencing subject to the
702 differences caused by age.
- 703 7. No animals or livestock of any description, except the usual household
704 pets and one (1) horse per 1 1/2 acres of land are permitted on any tract.
- 705 8. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part
706 thereof, shall be permitted to be parked or kept on any street or tract.
- 707 9. No noxious, offensive or illegal activities shall be carried on any tract nor
708 shall anything be done on any tract that shall be or become an
709 unreasonable annoyance or nuisance to the neighborhood,
- 710 10. No oil or natural gas drilling, refining, quarrying, mining or timbering
711 operations of any kind shall be permitted upon or in any tract and no
712 derrick or other structure designed for use in boring for oil or natural gas
713 shall be erected, maintained or permitted on any tract.
- 714 11. No junk, debris or trash shall be accumulated and/or stored on any tract.
- 715 12. Any satellite reception disk or device larger than 24" in diameter, above-
716 ground swimming pool or outdoor clothes lines shall be screened from
717 view by adjoining tracts and the streets by means of landscaping or
718 attractive screening material.
- 719 13. No tractor-trailer rigs or buses shall be parked or stored on any Tract.
- 720 14. No tract may be subdivided; provided that Declarant may amend or
721 modify any existing plat and thereby relocate the property lines of any
722 tract which is owned by Declarant, so long as the total number of tracts
723 on a recorded plat is not increased.
- 724 15. The Declarant reserves for itself, its successors and assigns, for
725 purposes incident to its development of the real property subject to these
726 Restrictions, a twenty (20) foot strip along the margin of each road right of
727 way and a ten (10) foot strip along each other property line for the

728 purpose of constructing, installing, maintaining, repairing and operating
729 utility lines, poles, mains and facilities.

730 16. Nothing herein shall be construed as imposing any restrictions upon any
731 other property owned by Declarant. Declarant in the course of developing
732 adjoining property shall not be obligated to extend these restrictions to
733 such property, but may impose such restrictions as Declarant chooses.

734 17. These restrictions, rights, reservations, limitations, covenants and
735 conditions shall be deemed to be real covenants and shall run with the
736 land and shall be binding upon the owners of all tracts described herein or
737 hereinafter made subject hereto until December 1, 2004 and shall
738 continue for successive periods of ten (10) years thereafter unless
739 amended or terminated as provided below. These restrictions may at any
740 time and from time to time be modified or amended by written instrument
741 signed by owners of at least two-thirds of the tracts subject hereto at the
742 time thereof.

743 18. There is reserved an easement for equestrian and pedestrian trail
744 purposes ("Equestrian Easement") in favor of owners of tracts in
745 Campbells Crossing and in favor of their quests, as the same is shown on
746 the Plat entitled "Campbells Crossing, Section 1" and duly recorded in the
747 office of the RMC for York County. Declarant reserves the right to extend
748 the use of the Equestrian Easement to future sections of Campbells
749 Crossing.

750 19. Except for a sign marking Campbells Crossing Subdivision, the only sign
751 permitted on any tract is one sign, no larger than four (4) square feet, ,
752 bearing the name or names of a property owner or property address
753 within Campbells Crossing Subdivision and which is placed within twenty
754 (20) feet of a driveway entrance; provided, that one small sign such as is
755 used in the ordinary course of effecting residential sales transactions may
756 be placed by realtors or by owners with twenty (20) feet of a driveway to
757 advertise a tract for sale.

758 20. Except as otherwise specifically provided, the owner of each tract in
759 Campbells Crossing Subdivision by acceptance of a deed therefore shall
760 by virtue of such ownership become a member of the Campbells
761 Crossing Property Owners' Association, Inc. (the "Association") and is
762 deemed to covenant and agree to, and shall pay to the Association, and
763 annual assessment and any special assessment which the Association
764 determines is necessary to pay for the cost of maintaining and repairing
765 the sign identifying the subdivision, the lighting and landscaping
766 surrounding the sign identifying the subdivision, the lighting and
767 landscaping surrounding the sign, the Equestrian Easement, fencing and
768 landscaping within the Equestrian Easement and along road right-of-ways
769 as described on the Plat, located within Campbells Crossing Subdivision.
770 Each owner of a tract subject to this assessment obligation shall pay the
771 same annual and special assessment amount; irrespective of the size of
772 the tract, the location of such tract with respect to the Equestrian
773 Easement, or any other factor. The assessments and charges created

774 herein shall constitute a continuing lien upon each tract and, if not paid
775 within thirty (30) days after the due date thereof, shall bear interest at the
776 rate of ten percent (10%) per annum until paid. The lien may be enforced
777 as by law allowed. The valid first mortgage upon any tract in the
778 subdivision. The property owners shall have the right to promulgate rules
779 and regulations concerning the use of t he Equestrian Easement within
780 the subdivision. Each person acquiring title to a tract binds himself, his
781 heirs, and assigns to be members of the Association should it be formed
782 pursuant to these restrictions and conditions, and further binds and
783 obligates himself, his heirs, and assigns to pay the assessment to the
784 Association once it has been levied y the Association. The obligations
785 imposed by this paragraph shall exist whether or not the Association has
786 been formed as of the date these restrictions are recorded or as of the
787 date any tract is sold, if at any time that these restrictions are effect the
788 Association is formed as a non-profit corporation, the principal purpose of
789 which is to maintain the Equestrian Easement and other items described
790 herein.

791 21. Declarant or ten (10) or more of the individual property owners (one of
792 which may be Declarant) subject to these restrictions and conditions may
793 form a property owners association at any time after Declarant has sold
794 and conveyed 75% or more of the tracts to which these restrictions apply,
795 including for computation purposes any tracts sold prior to the date of the
796 Declaration. The Association, once formed, shall have the right enforce
797 the restrictions and conditions contained in this Declaration and
798 assessment provided in paragraph 20 above. The Association shall be
799 organized under the laws of the State of South Carolina, and each
800 property owner shall automatically become a member of the Association
801 once it is formed, with full voting rights. The owner of each tract shall be
802 entitled to case one vote (which may not be fractionalized) with respect to
803 any matter brought before the members of the Association for action.
804 Owners of more than one tract shall be entitled to cast one vote for each
805 tract owned. The officers and directors of the Association shall be
806 property owners (or employees of a corporate property owner) and all
807 fees set by the Association for maintenance shall be set by the directors
808 of the Association. The initial directors shall be elected by the members
809 at the first meeting or appointed by Declarant.

810 22. If any person shall violate or attempt to violate any of the covenants
811 herein set forth, it shall be lawful for any other person or persons owning
812 or having an interest in any portion of said subdivision to institute and
813 prosecute any proceeding in law or equity against such person or persons
814 to restrain such violations or to recover damages or other compensation
815 for such violations.

816 23. Zoning ordinances, restrictions and regulations of York County and its
817 various agencies applicable to the subject property shall be observed. In
818 the event of any conflict between any provisions of these restrictions and
819 such ordinances, restrictions or regulations, the more restrictive

820 provisions shall apply. The determination that any of these restrictions is
821 invalid or unenforceable by judgment or other order of any court shall in
822 no way affect any of the other provisions, and such other provisions and
823 covenants shall remain in full force and effect.

824 24. Declarant reserves the right, privilege and option, in its sole discretion, to
825 expand the Association to include additional property thereto in additional
826 sections. Declarant must exercise said option within ten (10) years from
827 the date these Restrictions are recorded or lose the rights stated herein.
828 The liability for common assessments and charges of the Association will
829 be reallocated among all tracts after the addition of each section.
830 Declarant has the right, but not obligation, to construct on said additional
831 land, an expanded pedestrian and Equestrian trail, signage, landscaping,
832 lighting, or other amenity Declarant, in its sole discretion, shall deem
833 desirable.

834 25. No hunting shall be allowed on any of the property covered hereby, either
835 by owners or their guests.

836 26. With respect to Tracts 17, 18, 19, and 20, there is a pond situated on a
837 portion of each of these tracts, and there is a dam and spillway which is
838 situated on Tracts Nos. 17 and 20. The pond, the dam, the spillway, and
839 all appurtenances thereto are not common properties for the use and
840 benefit of all tract owners in Campbells Crossing, Section 1. The pond
841 and its appurtenances shall be for the sole use and benefit of the owner's
842 of Tracts 17, 18, 19 and 20. All of the rights, obligations, responsibilities,
843 and privileges with respect to the pond, the dam, and the spillway are for
844 the owners of Tracts 17, 18, 19 and 20, and their respective heirs and
845 assigns.

846 27. With respect to Lots 17, 18, 19 and 20 of Campbells Crossing, Section 1,
847 by acceptance of their deeds, the owners or future owners of these
848 properties agree to be bound follows:

- 849
- 850 a) These property owners shall have the joint obligation with respect
851 to repair and maintenance of the pond, dam and spillway. Like
852 way, the owners shall also have the duties and responsibilities with
853 regard to any decisions affecting the water level of the pond, the
854 use and repair of the flow-through pipe, the construction of docks
855 or piers, and any and all other decisions relating to the pond.
856 Decisions shall be made by a 75% majority vote of these four tract
857 owners, with each tract owner having one vote. Any decision
858 approved by a 75% majority of the tract owners shall be binding on
859 all tract owners with respect to these matters;
 - 860 b) Each owner of the four tracts abutting the pond shall take such
861 precautionary and preventive measures as may be necessary to
862 insure that no erosion or sedimentation into the pond occurs as a
863 consequence of any construction or other land disturbing activities
864 conducted on such tract;

- 865 c) No gasoline, steam or diesel-powered crafts shall be permitted on
866 the pond. Only water craft powered by wind, hand, foot pedal or
867 electric motors shall be permitted on the pond. No tract shall be
868 used to provide access to the lake for any gasoline, steam or
869 diesel-powered craft;
870 d) With respect to any decisions made in accordance with the
871 majority vote as set forth in the preceding paragraphs, any cost or
872 expenditure authorized or approved by the requisite 75% majority
873 vote shall be apportioned 25% to each of the four property owners;
874 e) In addition to the duties and responsibilities hereby imposed upon
875 the owners of Tracts 17, 18, 19 and 20 with respect to the pond,
876 the spillway, the dam, and the related matters, each of the four (4)
877 property owners shall also have an easement to exercise the full
878 rights to use the pond for fishing, boating, and recreational
879 purposes, and shall have all riparian rights provided by law, as to
880 the full extent of the geographical boundaries of the pond, except
881 as otherwise limited herein;
882 f) None of the four property owners with respect to Lots 17, 18, 19
883 and 20 shall permit or allow any activity on the pond, which would
884 constitute a nuisance, or which would interfere with the peaceful
885 enjoyment by the other property owners abutting the pond;
886 g) The Declarant does not guarantee any particular water level of the
887 pond, and the owners of Lots 17, 18, 19 and 20, specifically
888 acknowledge that no water level has been guaranteed to them by
889 the Declarant;
890 h) Upon acceptance of their deeds from Declarant with respect to the
891 tract, and once Declarant no longer owns any of the four tracts
892 upon which the pond is located, the owners of tracts 17, 18, 19 and
893 20 acknowledge that Declarant shall have no further responsibility
894 with regard to the use, maintenance, operation, or any matter
895 whatsoever affecting the pond, the dam, and the spillway, and the
896 four owners agree that they will indemnify and hold the Declarant
897 harmless from any loss or damages arising from their use and
898 operation of the pond, the dam, the spillway, and the related
899 accessories.

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901 28. No trees with trunk diameters of 6 inches or greater as measured 18
902 inches above the ground level, may be cut or removed from the area of
903 the Equestrian Easement, as shown on the Plat referred to above, without
904 the express written approval of the Campbells Crossing Property Owners'
905 Association, Inc.
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Section 2

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Restrictions and Requirements

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First Supplemental Declaration of Covenants and Restrictions

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1. Paragraph 2 of the Covenants and Restrictions is amended to reduce the minimum size for a residential unit to 1,400 square feet. The first floor on a two-story dwelling with an attached garage is reduced to 700 square feet.
2. Paragraph 3 of the Covenants and Restrictions is amended to reduce the front yard building setback to 50 feet and side yard to 25 feet. Rear setback remains at 50 feet.
3. Paragraph 6 of the Covenants and Restrictions is amended to eliminate the references to mail box color and design.
4. Paragraph 7 of the Covenants and Restrictions is amended to prohibit any horses regardless of lot size.
5. Paragraph 18 of the Covenants and Restrictions is amended to add that a Pedestrian trail easement ("Pedestrian Trail") is reserved in the Section 2 Property in favor of owners of tracts located in the Section 2 Property and their invited guests.
6. Paragraph 20 and 24 of the Covenants and Restrictions is amended to limit the cost for maintenance of the Equestrian Easement, to the equestrian trail only, excluding the signage, landscaping, lighting, fencing, trees and other improvements not directly associated with the maintenance of the trail. Expenses associated with the equestrian trail include mowing, seeding, trimming, dead tree removal, or other expenses necessary to keep the trail in an accessible condition similar to its initial creation.

The following language is added to Paragraph 20 as an additional obligation of any owner in Section 2:

Except as otherwise specifically provided, the owner of each tract in the Section 2 Property by acceptance of a deed therefore by virtue of such ownership is deemed to covenant and agree to, and shall pay, an annual assessment to pay for the costs of maintaining and repairing the sign marking the entrance to the Section 2 Property and the landscaping surrounding the sign, entrance sign lighting, street lighting and any other designated common areas within the Section 2 Property. Each owner of a tract subject to this assessment obligation shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The Declarant shall not be responsible for the cost to maintain the entry sign or landscaping, but may elect to pay such costs voluntarily.

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This First Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Section 2 Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Tract or portion thereof or Common Areas in the Section 2 Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Tract or Common Area, shall accept such deed or contract subject to each and all of the Restrictions and this First Supplemental Declaration of Covenants and Restrictions and also subject to the jurisdiction, rights and powers of the Declarant, the Property Owner's Association, Inc. (the "Association") and their successors and assigns. Each grantee of any Tract or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with each of the Tracts and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements and this First Supplemental Declaration of Covenants and Restrictions.

First Amendment to First Supplemental

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1. Paragraph 1 of the First Supplemental Declaration is hereby amended to increase the minimum size for a residential unit from 1400 square feet to 1800 square feet. The foregoing shall apply only to Tracts 7, 8, 9, 10, 11, 12, 13, 14, and 15 the Pines at Campbell's Crossing as shown on a map thereof recorded in Map Book A-8 Page 8 York County Clerk of Courts Office.
Paragraph 1 of the First Supplemental Declaration is hereby amended to increase the minimum size for a residential unit from 1400 square feet to 1600 square feet. The foregoing shall apply only to Tracts 31, 32, and 33 of the Pines at Campbell's Crossing as shown on a map thereof recorded in Map Book A-8 Page 8 York County Clerk of Courts Office.
2. With respect to Tracts 8, 9, 10, 11 and 12 of The Pines, there is or will be a pond situated on a portion of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in The Pines. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 8, 9, 10, 11 and 12 of The Pines and the owners of the property abutting the pond which is not in The Pines. It is anticipated that the other land abutting the pond will be developed by Declarant as a part of a future section of Campbell's Crossing and that it will be made subject to the Restrictions. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 8, 9, 10, 11 and 12 of The Pines and the owners of the other abutting land, and their respective heirs and assigns.
3. The owners of tracts 8, 9, 10, 11 and 12 agree to be bound as follows (except that subparagraphs (i), (iv), and (v) shall apply only at such time hereafter as the following terms, conditions and restrictions are imposed on all of the property abutting the pond):
 - i. The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;
 - ii. Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to

1018 insure that no erosion or sedimentation into the pond occurs as a
1019 consequence of construction or other land disturbing activities
1020 conducted on such tract;

1021 iii. No gasoline, steam or diesel-powered crafts shall be permitted on
1022 the pond. Only water craft powered by wind, hand, foot pedal or
1023 electric motors shall be permitted on the pond. No tract shall be
1024 used to provide access to the lake for any gasoline, steam or
1025 diesel-powered craft;

1026 iv. With respect to any decisions made in accordance with the
1027 preceding paragraphs, any cost or expenditure authorized or
1028 approved by the requisite 75% majority vote shall be apportioned
1029 equally to each of the property owners based upon the number of
1030 tracts abutting the pond;

1031 v. Each of the property owners abutting the pond shall have an
1032 easement to exercise the full rights to use the pond for fishing,
1033 boating, and recreational purposes, and shall have all riparian
1034 rights provided by law, as to the full extent of the geographical
1035 boundaries of the pond, except as otherwise limited herein;

1036 vi. None of the abutting property owners shall permit or allow any
1037 activity on the pond which would constitute a nuisance or which
1038 would interfere with the peaceful enjoyment by the other property
1039 owners abutting the pond;

1040 vii. The Declarant does not guarantee any particular water level of the
1041 pond, and the owners of Tracts 8, 9, 1a, 11 and 12 of The Pines
1042 specifically acknowledge that no water level has been guaranteed
1043 to them by the Declarant;

1044 viii. Once Declarant no longer owns any of the tracts upon which the
1045 pond is located, the owners of such tracts acknowledge that
1046 Declarant shall have no further responsibility with regard to the use,
1047 maintenance, operation, or any matter whatsoever affecting the
1048 pond, the dam and the spillway, and each owner agrees that he will
1049 indemnify and hold the Declarant harmless from any loss or
1050 damages arising from his use and operation of the pond, the dam,
1051 the spillway, and the related accessories."
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1054 4. With respect to Tract 14, there is a pond situated on a portion of this tract,
1055 and there may be constructed a dam and spillway. The pond, the dam, the
1056 spillway, and all appurtenances thereto are not common properties for the
1057 use and benefit of all tract owners in The Pines. The pond and its
1058 appurtenances shall be for the sole use and benefit of the owner of Tract 14
1059 and the owners of the property abutting the pond which is not in The Pines. A
1060 portion of such other land is covered by Tracts 35 through 40 in Section 3 of
1061 Campbell's Crossing and there exists provisions in the restrictive covenants
1062 for Phase 3, recorded in Volume A-25 Page 2 York County Public Registry,
1063 identical to the provisions hereof which deal with the rights, privileges,
1064 responsibilities and obligations of the adjoining tract owners with respect to
1065 the pond. It is anticipated that the remaining land abutting the pond will be
1066 developed by Declarant as a part of a future section of Campbell's Crossing
1067 and that it will be made subject to the Restrictions. All of the rights,
1068 obligations, responsibilities, and privileges with respect to the pond, the dam,
1069 and the spillway are for the owners of Tract 14 of the Pines, and the owners
1070 of the other abutting land, and their respective heirs and assigns.

1071
1072 5. The owners of tract 14 of The Pines agree to be bound as follows (except that
1073 subparagraphs (i), (iv), and (v) shall apply only at such time hereafter as the
1074 following terms, conditions and restrictions are imposed on all of the property
1075 abutting the pond):

- 1076
- 1077 i. The property owners abutting the pond shall have the joint
1078 obligation with respect to the repair and maintenance of the pond,
1079 dam, and spillway. Such owners shall also have the duties and
1080 responsibilities with regard to any decisions affecting the water
1081 level of the pond, the use and repair of the flow-through pipe, the
1082 construction of docks or piers, and any and all other decisions
1083 relating to the pond. Decisions shall be made by a 75% majority
1084 vote of these tract owners, with each tract owner having one vote.
1085 Any decision approved by a 75% majority of the tract owners shall
1086 be binding on all tract owners with respect to these matters;
 - 1087 ii. Each owner of a tract abutting the pond shall take such
1088 precautionary and preventive measures as may be necessary to
1089 insure that no erosion or sedimentation into the pond occurs as a
1090 consequence of construction or other land disturbing activities
1091 conducted on such tract;
 - 1092 iii. No gasoline, steam or diesel-powered crafts shall be permitted on
1093 the pond. Only watercraft powered by wind, hand, foot pedal or
1094 electric motors shall be permitted on the pond. No tract shall be
1095 used to provide access to the lake for any gasoline, steam or
1096 diesel-powered craft;
 - 1097 iv. With respect to any decisions made in accordance with the
1098 preceding paragraphs, any cost or expenditure authorized or
1099 approved by the requisite 75% majority vote shall be apportioned

1100 equally to each of the property owners based upon the number of
1101 tracts abutting the pond;

1102 v. Each of the property owners abutting the pond shall have an
1103 easement to exercise the full rights to use the pond for fishing,
1104 boating, and recreational purposes, and shall have all riparian
1105 rights provided by law, as to the full extent of the geographical
1106 boundaries of the pond, except as otherwise limited herein;

1107 vi. None of the abutting property owners shall permit or allow any
1108 activity on the pond which would constitute a nuisance or which
1109 would interfere with the peaceful enjoyment by the other property
1110 owners abutting the pond;

1111 vii. The Declarant does not guarantee any particular water level of the pond,
1112 and the owners of Tract 14 of The Pines specifically acknowledge that no
1113 water level has been guaranteed to them by the Declarant;

1114 viii. Once Declarant no longer owns any of the tracts upon which the
1115 pond is located, the owners of such tracts acknowledge that
1116 Declarant shall have no further responsibility with regard to the use,
1117 maintenance, operation, or any matter, whatsoever affecting the
1118 pond, the darn and the spillway, and each owner agrees that he will
1119 indemnify and hold the Declarant harmless from any loss or
1120 damages arising from his use and operation of the pond, the dam,
1121 the spillway, and the related accessories.
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1123 6. No walls or fences, except split rail fences not higher than five (5) feet, shall
1124 be permitted between the front wall of a dwelling and the street it faces. This
1125 paragraph applies to all lots in The Pines at Campbell's Crossing
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Section 3

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Restrictions and Requirements

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First Supplemental Declaration of Covenants and Restrictions

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7. Paragraph 3 of the Restrictions is amended to reduce the front yard building setback for from 140 feet to 50 feet as to tracts 1 through 34; and from 140 feet to 75 feet as to tracts 35 through 40. The rear yard building set back shall be measured from the edge of the pond with respect to all tracts which abut a pond.

8. Paragraph 6 of the Restrictions is amended to eliminate the requirement that mail boxes conform to the color and design specifications set forth therein.

9. Paragraph 7 of the Restrictions is amended as to tracts 1 through 34 only to delete the following language "and one (1) horse per 1-1/2 acres of land". The purpose is to prohibit horses on tracts 1 through 34 of the section 3 Property, except within the Equestrian Easement. Paragraph 7 of the Restrictions shall apply to tracts 35 through 40 of the Section 3 Property.

10. Paragraph 26 of the Restrictions is hereby modified as to the section 3 Property to read in its entirety as follows:

a. With respect to Tracts 6, 7 and 8, there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in Campbells Crossing. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 6, 7 and 8 and the owners of the property abutting the pond which is not in the Section 4 Property. A portion of this land is located in section 4 of Campbells Crossing and it is anticipated that the other land will be developed by Declarant as a part of a future section of Campbells Crossing and that it will be made subject to the Restrictions. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 6, 7 and 8 and the owners of the other abutting land, and their respective heirs and assigns.

b. With respect to Tracts 35, 36, 37, 38, 39 and 40, there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the

1174 spillway, and all appurtenances thereto are not common
1175 properties for the use and benefit of all tract owners in
1176 Campbells crossing. The pond and its appurtenances shall be
1177 for the sole use and benefit of the owners of Tracts 35, 36, 37,
1178 38, 39 and 40 and the owners of the property abutting the pond
1179 which is not in the section 3 Property. It is anticipated that this
1180 other land will be developed by Declarant as a part of a future
1181 section of Campbells Crossing and that it will be made. subject
1182 to the Restrictions. All of the rights, obligations, responsibilities,
1183 and privileges with respect to the pond, the dam, and the
1184 spillway are for the owners of Tracts 35, 36, 37, 38, 39 and 40,
1185 and the owners of the other abutting land, and their respective
1186 heirs and assigns.

1187 11. Paragraph 27 of the Restrictions is hereby modified as to the
1188 section 3 Property to read as follows:

1189 a. The owners of tracts 6, 7, and 8 agree to be bound as follows
1190 (except that subparagraphs (i), (iv), and (v) shall apply only at
1191 such time hereafter as the following terms, conditions and
1192 restrictions are imposed on all of the property abutting the
1193 pond):

1194 i. The property owners abutting the pond shall have the
1195 joint obligation with respect to the repair and
1196 maintenance of the pond, dam, and spillway. Such
1197 owners shall also have the duties and responsibilities
1198 with regard to any decisions affecting the water level
1199 of the pond, the use and repair of the flow-through
1200 pipe, the construction of docks or piers, and any and
1201 all other decisions relating to the pond. Decisions shall
1202 be made by a 75% majority vote of these tract owners,
1203 with each tract owner having one vote. Any decision
1204 approved by a 75% majority of the tract owners shall
1205 be binding on all tract owners with respect to these
1206 matters;

1207 ii. Each owner of a tract abutting the pond shall take
1208 such precautionary and preventive measures as may
1209 be necessary to insure that no erosion or
1210 sedimentation into the pond occurs as a consequence
1211 of construction or other land disturbing activities
1212 conducted on such tract;

1213 iii. No gasoline, steam or diesel-powered crafts shall be
1214 permitted on the pond. Only water craft powered by
1215 wind, hand, foot pedal or electric motors shall be
1216 permitted on the pond. No tract shall be used to
1217 provide access to the lake for any gasoline, steam or
1218 diesel-powered craft;
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- iv. With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;
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- v. Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;
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- vi. None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;
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- vii. The Declarant does not guarantee any particular water level of the pond, and the owners of Tracts 6, 7 and 8 specifically acknowledge that no water level has been guaranteed to them by the Declarant;
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- viii. Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.
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- b. The owners of tracts 35, 36, 37, 38, 39 and 40 agree to be bound as follows (except that subparagraphs (i), (iv), and (v) shall apply only at such time hereafter as the following terms, conditions and restrictions are imposed on all of the property abutting the pond):
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- i. The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made

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- by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;
- ii. Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;
 - iii. No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;
 - iv. with respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;
 - v. Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;
 - vi. None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;
 - vii. The Declarant does not guarantee any particular water level of the pond, and the owners of Tracts 35, 36, 37, 38, 39 and 40 specifically acknowledge that no water level has been guaranteed to them by the Declarant;
 - viii. Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance,

1312 operation, or any matter whatsoever affecting the pond,
1313 the dam and the spillway, and each owner agrees that he
1314 will indemnify and hold the Declarant harmless from any
1315 loss or damages arising from his use and operation of the
1316 pond, the dam, the spillway, and the related accessories.
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1318 12. Except as otherwise specifically provided, the owner of each tract in
1319 the Section 3 Property by acceptance of a deed therefore by virtue of
1320 such ownership is deemed "to covenant and agree to, and shall, pay
1321 an annual assessment to pay for the cost of maintaining and repairing
1322 the signs marking the entrances to the section 3 Property and the
1323 landscaping surrounding the signs, entrance sign lighting, street
1324 lighting and any other designated common areas within the Section 3
1325 Property. Each owner of a tract subject to this assessment obligation
1326 shall pay the same annual and special assessment amount,
1327 irrespective of the size of the tract, the location of such tract or any
1328 other factor. The Declarant shall not be responsible for the cost to
1329 maintain the entry signs or landscaping, but may elect to pay such
1330 costs voluntarily;
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1332 This Third Supplemental Declaration shall be construed as covenants running
1333 with the land which shall be binding on all parties having or acquiring any right,
1334 title or interest in the section 3 Property, or any part thereof, and which shall inure
1335 to the benefit of each owner thereof. Every party acquiring any Tract or portion
1336 thereof or Common Area in the Section 3 Property, by acceptance of a deed
1337 conveying title thereto or by execution of a contract for the purchase thereof,
1338 whether from the Declarant or a subsequent owner of such Tract or Common
1339 Area, shall accept such deed or contract subject to each and all of the covenants,
1340 restrictions and agreements contained within the Restrictions~ this Third
1341 SUPPLEMENTAL Declaration of Covenants and Restrictions and also subject to
1342 the jurisdiction, rights and powers of the Declarant, the Property Owner's
1343 Association, Inc. (the "Association") and their successors and assigns. Each
1344 grantee of any Tract or Common Area by accepting the deed or contract thereto,
1345 shall for himself, his heirs, administrators, successors and assigns, covenant,
1346 consent and agree to and with the Declarant, the Association and the grantees
1347 and owners of each of the Tracts and Common Areas within the subdivision to
1348 keep, observe, comply with and perform said Restrictions and agreements and
1349 this Third Supplemental Declaration of Covenants and Restrictions.
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First Amendment to First Supplemental

1. The third recital which identifies the Property subject to the Third Supplemental Declaration is amended in its entirety to correct a scrivener's error as follows:

“Whereas, Declarant now wishes to extend the application of the Restrictions to the tracts and common areas contained in Section 3 of the Campbells Crossing Subdivision as shown on maps thereof filed in Map Book A-23 Page 7 and Map Book A-25 Page 2 York County Public Registry (the "Section 3 Property"),”

2. No walls or fences, except split rail fences not higher than five (5) feet, shall be permitted between the front wall of a dwelling and the street it faces.
3. Paragraph 6 of the Restrictions is amended to eliminate the requirement that mail boxes conform to the color and design specifications set forth therein

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Section 4

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Restrictions and Requirements

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First Supplemental Declaration of Covenants and Restrictions

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13. Paragraph 3 of the Restrictions is amended to reduce the front yard building setback for Tracts 12, 13 and 14 only, from 140 feet to 75 feet.

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14. Paragraphs 26 and 27 of the Restrictions are hereby modified as to the Section 4 Property to read in their entirety as follows:

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26. With respect to Tracts 6 and 7, there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in Campbells Crossing. The pond and its appurtenances shall be for the sole use and benefit of the owners of Tracts 6 and 7 and home owners of the property abutting the pond which is not in the Section 4 Property. It is anticipated that this other land will be developed by Declarant as a part of ~ future section of Campbells Crossing and that it will be made subject to the Restrictions. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of Tracts 6 and 7 and the owners of the other abutting land, and their respective heirs and assigns.

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27. The owners of tracts 6 and 7 agree to be bound as follows (except that subparagraphs (a), (d), and (e) shall apply only at such time hereafter as the following terms, conditions and restrictions are imposed on all of the property abutting the pond):

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(a) The property owners abutting the pond shall have the joint obligation with respect to repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers; . and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;

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1411 (b) Each owner of a tract abutting the pond shall take such precautionary
1412 and preventive measures as may be necessary to insure that no erosion
1413 or sedimentation into the pond occurs as a consequence of construction
1414 or other land disturbing activities conducted on such tract;

1415 (c) No gasoline, steam or diesel-powered crafts shall be permitted on
1416 the pond. Only water craft powered by wind', hand, foot pedal or electric
1417 motors shall be permitted on the pond. No tract shall be used to provide
1418 access to the lake for any gasoline, steam or diesel-powered craft;

1419 (d) With respect to any decisions made in accordance with the
1420 majority vote as set forth in the preceding paragraphs, any cost or
1421 expenditure authorized or approved by the requisite 75% majority
1422 vote shall be apportioned equally to each of the property owners
1423 based upon the number of tracts abutting the pond;

1424 (e) Each of the property owners abutting the pond shall have an
1425 easement to exercise the full rights to use the pond for fishing, boating,
1426 and recreational purposes, and shall have all riparian rights provided by
1427 law, as to the full extent of the geographical boundaries of the pond,
1428 except as otherwise limited herein:

1429 (f) None of the abutting property owners shall permit or allow any
1430 activity on the pond, which would constitute a nuisance, or which would
1431 interfere with the peaceful enjoyment by the other property owners
1432 abutting the pond;

1433 (g) The Declarant does not guarantee any particular water level of
1434 the pond, and the owners of Tracts 6 and 7 specifically acknowledge
1435 that no water level has been guaranteed to them by the Declarant:
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1437 (h) Once Declarant no longer owns any of the tracts upon which the pond
1438 is located, the owners of such Tracts acknowledge that Declarant shall
1439 have no further responsibility with regard to the use, maintenance,
1440 operation, or any matter whatsoever affecting the pond, the dam, and the
1441 spillway, and each owner agrees that he will indemnify and hold the
1442 Declarant harmless from any loss or damages arising from his use and
1443 operation of the pond, the dam, the spillway, and the related accessories.
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1445 This First Supplemental Declaration shall be construed as covenants running
1446 with the land which shall be binding on all parties having or acquiring any right,
1447 title or interest in the section 4 Property, or any part thereof, and which shall inure
1448 to the benefit of each owner thereof. Every party acquiring any Tract or portion
1449 thereof or Common Area in the Section 4 Property, by acceptance of a deed
1450 conveying title thereto or by execution of a contract for the purchase thereof,
1451 whether from the Declarant or a subsequent owner of such Tract or Common
1452 Area, shall accept such deed or contract subject to each and all of the covenants,
1453 restrictions and agreements contained within the Restrictions and this First
1454 Supplemental Declaration of Covenants and Restrictions and also subject to the
1455 jurisdiction, rights and powers of the Declarant, the Property Owner's
1456 Association, Inc. (the "Association") and their successors and assigns. Each

1457 grantee of any Tract or Common Area by accepting the deed or contract thereto,
1458 shall for himself, his heirs, administrators, successors and assigns, covenant,
1459 consent and agree to and with the Declarant, the Association and the grantees
1460 and owners of each of the Tracts and Common Areas within the subdivision to
1461 keep, observe, comply with and perform said Restrictions and agreements and
1462 this First Supplemental Declaration of Covenants.
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Unofficial Version

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Section 5

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Restrictions and Requirements

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Fourth Supplemental Declaration of Covenants and Restrictions

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Section 5

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1. Paragraph 3 of the Restrictions is amended to reduce the front yard building setback from 140 feet to 50 feet. The rear yard building setback shall be measured from the edge of the pond with respect to all tracts which abut a pond.

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2. Paragraph 6 of the Restrictions is amended to add the requirement that no walls or fences, except split rail fences not higher than five (5) feet, shall be permitted between the front wall of a dwelling and the street.

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3. Paragraph 6 of the Restrictions is amended to eliminate the requirement that mail boxes conform to the color and design specifications set forth therein.

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4. Paragraph 7 of the Restrictions is amended as to tracts 45 through 50, 61, and 66 through 91 only to delete the following language "and one (1) horse per 1-1/2 acres of land". The purpose is to prohibit horses on tracts 45 through 50, 61 and 66 through 91 of the Section 5 Property, except within the Equestrian Easement shown on the Plat. Paragraph 7 of the Restrictions is amended only as to tracts 43, 44, 51 through 60, 62 through 65 and 92 to change the following language "and one (1) horse per 1-1/2 acres of land" to "and one (1) horse per 1 acre of land".

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5. Paragraph 26 of the Restrictions is hereby modified as to the Section 5 Property to read in its entirety as follows:

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- A. With respect to tracts 65, 89, 90, 91 and 92, there is a pond situated on a portion of each of these tracts, and there may be constructed a dam and spillway. The pond, the dam, the spillway, and all appurtenances thereto are not common properties for the use and benefit of all tract owners in Campbell's Crossing. The pond and its appurtenances shall be for the sole use and benefit of the owners of tracts 65, 89, 90, 91 and 92 and the owners of the property abutting the pond which are in Section 2. All of the rights, obligations, responsibilities, and privileges with respect to the pond, the dam, and the spillway are for the owners of tracts 65, 89, 90, 91

1507 and 92 and the owners of the property abutting the pond which
1508 are in Section 2, and their respective heirs and assigns;
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1510 B. With respect to tracts 80, 81, 82, 83, 84, 85 and 86, there is a
1511 pond situated on a portion of each of these tracts, and there
1512 may be constructed a dam and spillway.
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1514 C. The pond, the dam, the spillway, and all appurtenances thereto
1515 are not common properties for the use and benefit of all tract
1516 owners in Campbell's Crossing. The pond and its
1517 appurtenances shall be for the sole use and benefit of the
1518 owners of tracts 80, 81, 82, 83, 84, 85 and 86 and the owners of
1519 the property abutting the pond which are in Section 2 and
1520 Section 3. All of the rights, obligations, responsibilities, and
1521 privileges with respect to the pond, the dam, and the spillway
1522 are for the owners of tracts 80, 81, 82, 83, 84, 85, and 86, and
1523 the owners of the other abutting land in Section 2 and Section 3,
1524 and their respective heirs and assigns;
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1526 D. With respect to tract 43, there is a pond situated on a portion of
1527 this tract, and there may be constructed a dam and spillway.
1528 The pond, the dam, the spillway, and all appurtenances thereto
1529 are not common properties for the use and benefit of all tract
1530 owners in Campbell's Crossing. The pond and its
1531 appurtenances shall be for the sole use and benefit of the
1532 owners of tract 43 and the owners of the property abutting the
1533 pond which are in Section 3 and Section 4. All of the rights,
1534 obligations, responsibilities, and privileges with respect to the
1535 pond, the dam, and the spillway are for the owners of tract 43,
1536 and the owners of the other abutting land in Section 3 and
1537 Section 4, and their respective heirs and assigns;
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1539 6. Paragraph 27 of the Restrictions is hereby modified as to the Section 5
1540 Property to read as follows:
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1542 A. The owners of tracts 65, 89, 90, 91 and 92 agree to be bound
1543 as follows (which obligations are identical to the obligations of
1544 tract owners in Section 2 who abut the pond as contained in the
1545 Section 2 Restrictions):
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1547 i. The property owners abutting the pond shall have the
1548 joint obligation with respect to the repair and
1549 maintenance of the pond, dam, and spillway. Such
1550 owners shall also have the duties and responsibilities
1551 with regard to any decisions affecting the water level of
1552 the pond, the use and repair of the flow-through pipe, the

1553 construction of docks or piers, and any and all other
1554 decisions relating to the pond. Decisions shall be made
1555 by a 75% majority vote of these tract owners, with each
1556 tract owner having one vote. Any decision approved by a
1557 75% majority of the tract owners shall be binding on all
1558 tract owners with respect to these matters;
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1560 ii. Each owner of a tract abutting the pond shall take such
1561 precautionary and preventive measures as may be
1562 necessary to insure that no erosion or sedimentation into
1563 the pond occurs as a consequence of construction or
1564 other land disturbing activities conducted on such tract;
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1566 iii. No gasoline, steam or diesel-powered crafts shall be
1567 permitted on the pond. Only water craft powered by wind,
1568 hand, foot pedal or electric motors shall be permitted on
1569 the pond. No tract shall be used to provide access to the
1570 lake for any gasoline, steam or diesel-powered craft;
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1572 iv. With respect to any decisions made in accordance with
1573 the preceding paragraphs, any cost or expenditure
1574 authorized or approved by the requisite 75% majority
1575 vote shall be apportioned equally to each of the property
1576 owners based upon the number of tracts abutting the
1577 pond;
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1579 v. Each of the property owners abutting the pond shall have
1580 an easement to exercise the full rights to use the pond for
1581 fishing, boating, and recreational purposes, and shall
1582 have all riparian rights provided by law, as to the full
1583 extent of the geographical boundaries of the pond,
1584 except as otherwise limited herein;
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1586 vi. None of the abutting property owners shall permit or
1587 allow any activity on the pond which would constitute a
1588 nuisance or which would interfere with the peaceful
1589 enjoyment by the other property owners abutting the
1590 pond;
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1592 vii. The Declarant does not guarantee any particular water
1593 level of the pond, and the owners of Tracts 65, 89, 90, 91
1594 and 92 specifically acknowledge that no water level has
1595 been guaranteed to them by the Declarant;
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1597 viii. Once Declarant no longer owns any of the tracts upon
1598 which the pond is located, the owners of such tracts

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acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories;

- B. The owners of tracts 80, 81, 82, 83, 84, 85 and 86 agree to be bound as follows (which obligations are identical to the obligations of tract owners in Section 2 and Section 3 who abut the pond as contained in the Section 2 Restrictions and Section 3 Restrictions):
- i. The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;
 - ii. Each owner of a tract abutting the pond shall take such precautionary and preventive measures "as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;
 - iii. No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;
 - iv. With respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;

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- v. Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;
 - vi. None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;
 - vii. The Declarant does not guarantee any particular water level of the pond, and the owners of Tracts 80, 81, 82, 83, 84, 85 and 86 specifically acknowledge that no water level has been guaranteed to them by the Declarant;
 - viii. Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.
- C. The owners of tract 43 agree to be bound as follows (which obligations are identical to the obligations of tract owners in Section 3 and Section 4 who abut the pond as contained in the Section 3 Restrictions and the section 4 Restrictions):
- i. The property owners abutting the pond shall have the joint obligation with respect to the repair and maintenance of the pond, dam, and spillway. Such owners shall also have the duties and responsibilities with regard to any decisions affecting the water level of the pond, the use and repair of the flow-through pipe, the construction of docks or piers, and any and all other decisions relating to the pond. Decisions shall be made by a 75% majority vote of these tract owners, with each tract owner having one vote. Any decision approved by a 75% majority of the tract owners shall be binding on all tract owners with respect to these matters;

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- ii. Each owner of a tract abutting the pond shall take such precautionary and preventive measures as may be necessary to insure that no erosion or sedimentation into the pond occurs as a consequence of construction or other land disturbing activities conducted on such tract;
 - iii. No gasoline, steam or diesel-powered crafts shall be permitted on the pond. Only water craft powered by wind, hand, foot pedal or electric motors shall be permitted on the pond. No tract shall be used to provide access to the lake for any gasoline, steam or diesel-powered craft;
 - iv. with respect to any decisions made in accordance with the preceding paragraphs, any cost or expenditure authorized or approved by the requisite 75% majority vote shall be apportioned equally to each of the property owners based upon the number of tracts abutting the pond;
 - v. Each of the property owners abutting the pond shall have an easement to exercise the full rights to use the pond for fishing, boating, and recreational purposes, and shall have all riparian rights provided by law, as to the full extent of the geographical boundaries of the pond, except as otherwise limited herein;
 - vi. None of the abutting property owners shall permit or allow any activity on the pond which would constitute a nuisance or which would interfere with the peaceful enjoyment by the other property owners abutting the pond;
 - vii. The Declarant does not guarantee any particular water level of the pond, and the owner of tract 43 specifically acknowledge that no water level has been guaranteed to them by the Declarant;
 - viii. Once Declarant no longer owns any of the tracts upon which the pond is located, the owners of such tracts acknowledge that Declarant shall have no further responsibility with regard to the use, maintenance, operation, or any matter whatsoever affecting the pond, the dam and the spillway, and each owner agrees that he will indemnify and hold the Declarant harmless from any loss or damages arising from his use and operation of the pond, the dam, the spillway, and the related accessories.

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7. Except as otherwise specifically provided, the owner of each tract in the Section 5 Property by acceptance of a deed therefore by virtue of such ownership is deemed to covenant and agree to, and shall, pay (together with the owners of tracts in Section 3) an annual assessment to pay for the cost of maintaining and repairing the sign marking the entrance to the Section 3 Property and the landscaping surrounding the sign, entrance sign lighting, street lighting and any other designated common areas within the Section 3 and Section 5 Property. Each owner of a tract subject to this assessment obligation shall pay the same annual and special assessment amount, irrespective of the size of the tract, the location of such tract or any other factor. The Declarant shall not be responsible for the cost to maintain the entry sign or landscaping, but may elect to pay such costs voluntarily.
8. Paragraph 18 of the Restrictions is amended to include the Pedestrian Trail easement shown on the Plat.
9. Paragraph 18 of the Restrictions is amended to include the Equestrian Easement shown on the Plat.
10. No trees with trunk diameter of six (6) inches or greater as measured 18 inches above the ground level, may be cut or removed from the area of the Equestrian Easement, as shown on the Plat referred to above, without the express written approval of the Campbell's Crossing Property Owners' Association, Inc. or Declarant.

This Fourth Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Section Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Tract or portion thereof or Common Area in the Section 5 Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Tract or Common Area, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within the Restrictions and this Fourth Supplemental Declaration of Covenants and Restrictions and also subject to the jurisdiction, rights and powers of the Declarant, the Property Owner's Association, Inc. (the "Association") and their successors and assigns. Each grantee of any Tract or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with the Declarant, the Association and the grantees and owners of each of the Tracts and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements and this Fourth Supplemental Declaration of Covenants and Restrictions.