

STATE OF SOUTH CAROLINA )  
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COUNTY OF HORRY )  
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**NON-EXCLUSIVE EASEMENT AGREEMENT  
AND DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

This Non-Exclusive Easement Agreement and Declaration of Covenants, Conditions and Restrictions (this "Agreement") is made this 30<sup>th</sup> day of August, 2013 by and among **PALMETTO GREENS DEVELOPMENT COMPANY, LLC**, a North Carolina limited liability company ("Developer"), and **PALMETTO VILLAGE HOA AT PALMETTO GREENS, INC.**, a South Carolina non-profit corporation ("POA").

**WITNESSETH**

**WHEREAS**, Developer is the owner of certain real property more particularly described in Exhibit "A" attached hereto (the Lake and Pump House Parcel"); and

**WHEREAS**, Developer is also the owner of certain real property more particularly described in Exhibit "B" attached hereto (the Lots and Development Parcel"); and

**WHEREAS**, each of the above referenced parcels are subject to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Palmetto Greens, recorded October 10, 2008, in Deed Book 3367 at Page 1535, in the public records of Horry County, South Carolina ("Declaration"); and

**WHEREAS**, pursuant to the terms of the Declaration, the owners of each of the above referenced parcels are also members of the Palmetto Greens Property Owners' Association, Inc.; and

**WHEREAS**, for many years, the parties, and their respective predecessors in title, have operated their adjacent parcels so as to provide for access to the owner of the adjacent Palmetto Greens Golf Course for access to the Lake and Pump House Parcel; and

**WHEREAS**, the parties desires to hereby create certain easements to allow for the non-exclusive maintenance by the POA of certain maintenance and landscaping standards for the benefit of the POA;

**NOW, THEREFORE**, the parties hereby create the following easements and restrictions with respect to the Parcels:

**ARTICLE I  
MAINTENANCE AND LANDSCAPING EASEMENT**

Developer hereby establishes, creates, impresses and imposes and grants the POA a perpetual, non-exclusive easement, right, license and privilege on, to, over and across the Lake

and Pump House Parcel, for purposes of facilitating vehicular and pedestrian access, ingress and egress to and from the Lake and Pump House Parcel for the removal of trash and rubbish, debris, including storm debris, and the maintenance of the landscaping, including, but not limited to mowing and trimming of grasses, shrubs, plants and the removal of cattails and other water plants, in, on or around the Lake and Pump House Parcel (the "Maintenance Easement"). The Developer shall maintain the Lake and Pump House Parcel so as not to unreasonably inhibit the Maintenance Easement. The purpose of this Maintenance Easement is to provide the non-exclusive right to maintain the Lake and Pump House Parcel, provided that nothing herein shall create the obligation on the part of the POA to maintain the Lake and Pump House Parcel.

## ARTICLE II RESTRICTIONS ON DEVELOPMENT

Except as specifically provided herein, the Lake and Pump House Parcel shall be used for open space purposes only. No residential or commercial structure may be erected on the Lake and Pump House Parcel, and no trade, business, profession or other type of commercial activity shall be carried on upon the Lake and Pump House Parcel. Notwithstanding the foregoing, the construction and operation by Developer, its successors and assigns of an irrigation pump house, fountains, pumps or other aeration devices within or upon the Lake and Pump House Parcel shall not be deemed a violation of these use restrictions.

## ARTICLE III GENERAL PROVISIONS

After completion of any work other than routine maintenance on the Lake and Pump House Parcel, the POA shall restore any area of the Lake and Pump House Parcel to the condition it was in prior to the commencement of such work, including repairing and restoring of the land and any affected improvements thereon. POA shall further be required to carry out any such work on the Lake and Pump House Parcel in such a manner as to prevent the filing of any lien claims by material providers or workmen and shall, within fifteen (15) days after written notice of any such filed lien claim, cause such lien to be dismissed, extinguished or bonded over. If Developer is required to extinguish or otherwise pay off such a lien claim arising from work conducted by the POA on the Lake and Pump House Parcel, then POA shall immediately reimburse the Developer for such costs together with interest earned thereon accruing at an annual rate of ten percent (10%) payable from the date of such cost being incurred by Developer until reimbursed in full. The actual location of all easements created herein may be relocated upon request of a party with the written consent of non-requesting party. In the event of such relocation, the parties will agree to execute and record an amendment to this Agreement reflecting such relocation.

## ARTICLE IV MISCELLANEOUS PROVISIONS

5.1 **Binding Effect.** The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate

described herein and inure to the benefit and be binding upon the present and future owner(s) of the Parcels and their respective successors, assigns, tenants and occupants. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land or burdened hereby.

**5.2 Construction and Interpretation.**

(a) The captions preceding the text of each Article in the Sections are included only for convenience of reference. Capitalized terms are also selected for convenience and do not necessarily have a connection to the meaning that might otherwise be given to such terms in a context outside of this Declaration.

(b) Invalidation of any of the provisions contained in this Declaration, or of the application thereof by any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

**5.3 No Waiver.** The failure of any party to insist upon the strict performance of any of the terms, covenants or conditions hereof, shall not be deemed a waiver of any rights or remedies which that party may have hereunder, in law, order and equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

**5.4 Perpetual Easements.** The easements referred to herein specified as being perpetual or as continuing in nature shall continue in force and effect as provided herein.

**5.4 Counterparts.** This Agreement may be executed in several original counterparts, each of which and all together will constitute this Agreement in its entirety.

**[SIGNATURES FOLLOW, EACH ON A SEPARATE PAGE]**

SIGNATURE PAGE FOR NON-EXCLUSIVE EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed effective as to the day and year first above written.

PALMETTO GREENS DEVELOPMENT COMPANY, LLC

[Signature]

By: [Signature] (SEAL)  
Name: JAMES M. MATHENY  
Title: MANAGER

Karen Matheny

STATE OF N.C. )  
COUNTY OF Cumberland )

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for said County, in said State, hereby certify that James M Matheny, as Manager of PALMETTO GREENS DEVELOPMENT COMPANY, LLC, a North Carolina limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, acting in his capacity as aforesaid, executed the same voluntarily for and as the act of said limited liability company.

Give under my hand and official seal this 30<sup>th</sup> day of August, 2013.

[Signature]  
Notary Public for Cumberland County  
My Commission expires: May 2, 2018

**SHERRY E LEITE**  
Notary Public  
Cumberland Co., North Carolina  
My Commission Expires May 02, 2018





**EXHIBIT "A"**

**Legal Description of the Lake and Pump House Parcel**

**ALL AND SINGULAR**, that certain piece, parcel or tract of land, situate, lying and being in Little River Township, Horry County, South Carolina, being shown and designated as **LAKE OPEN SPACE/COMMON AREA 3.61 +/- AC. 15,761 +/- SQ. FT.** as shown on that certain plat entitled "**FINAL PLAT OF PALMETTO GREENS FKA AUGUSTA GREEN AT COLONIAL CHARTERS-PHASE I**" prepared for Palmetto Greens Development Company, LLC by Joel F. Floyd, dated July 26, 2007, revised October 22, 2007 and November 29, 2007. A copy of said map is recorded in Plat Book 233 at Page 40, records of Horry County, and is by reference incorporated herein as forming a part and parcel of this description.

TMS No.: 117-33-01-064

This being a portion of the property acquired by Palmetto Greens Development Company, LLC by Deed recorded August 1, 2006 in Deed Book 3136 at Page 826, in the public records of Horry County, South Carolina.

**EXHIBIT "B"**

Legal Description of the Lots and Development Parcel

**PARCEL NO. 1:**

**ALL AND SINGULAR** all those certain pieces, parcels or lots of land, situate, lying and being in Little River Township, Horry County, South Carolina, being shown and designated as **LOT NOS. E, F, G, H, I, J, K, L, O, P, Q, R, S, T, 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 17, 18, 19, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44, 45, 46, 49, 50, 51, 53, 54, 55** and that certain lot designated as containing **0.37 ACRES, MORE OR LESS**, all as shown on that certain plat entitled "**FINAL PLAT OF PALMETTO GREENS FKA AUGUSTA GREEN AT COLONIAL CHARTERS-PHASE I**" prepared for Palmetto Greens Development Company, LLC by Joel F. Floyd, dated July 26, 2007, revised October 22, 2007 and November 29, 2007. A copy of said map is recorded in Plat Book 233 at Page 40, records of Horry County, and is by reference incorporated herein as forming a part and parcel of this description.

ALSO included in this conveyance is **PALMETTO GREEN DRIVE 50' R/W PRIVATE, LAKE MIST COURT 50' R/W PRIVATE, JOY WAY COURT 50' R/W PRIVATE** and **COMFORT VALLEY DRIVE (50' PRIVATE R/W)** as shown on that certain plat recorded in Plat Book 233 at Page 40, records of Horry County and is by reference incorporated herein as forming a part of this description.

There is reserved unto the grantor a perpetual, alienable, unobstructed, unencumbered, non-exclusive easement and or right of way, for the purpose of ingress, egress and maintenance of the open space/common area, in, over and across Palmetto Green 50' R/W Private, Lake Mist Court 50' R/W Private, Palmetto Green Drive 50' R/W Private and Comfort Valley Drive (50' Private R/W) as shown on that certain plat recorded in Plat Book 233 at Page 40, records of Horry County.

**PARCEL NO. 2:**

**ALL AND SINGULAR** that certain piece, parcel or tract of land, situate, lying and being in Little River Township, Horry County, South Carolina, containing **15.00 ACRES, MORE OR LESS**, as is more particularly described and depicted on that certain plat of survey entitled "**PLAT OF 45.09 +/- AC. TOTAL OF LAND IN LITTLE RIVER TOWNSHIP - HORRY COUNTY, S.C. PREPARED FOR COLONIAL CHARTERS GOLF AND COUNTRY CLUB**", prepared by Atlantic Land Surveying Co., dated July 26, 2006. A copy of said plat of survey is recorded in Plat Book 215 at Page 245, records of Horry County, South Carolina and is by reference incorporated herein as forming a part and parcel of this description.

**TOGETHER** with a non-exclusive easement appurtenant for vehicular and pedestrian access over and across Charter Drive, pursuant to that certain Easement Agreement dated April 28, 2006 and recorded July 16, 2007 in Deed Book 3260 at Page 2610, records of Horry County.

This being a portion of the property acquired by Palmetto Greens Development Company, LLC  
by Deed recorded August 1, 2006 in Deed Book 3136 at Page 826, in the public records of Horry  
County, South Carolina.


TMS No.: 117-00-02-443; 117-33-01-003; 117-33-01-004; 117-33-01-005; 117-33-01-006;  
117-33-01-007; 117-33-01-008; 117-33-01-010; 117-33-01-011; 117-33-01-012; 117-33-01-  
014; 117-33-01-015; 117-33-01-016; 117-33-01-019; 117-33-01-020; 117-33-01-021; 117-  
33-01-022; 117-33-01-023; 117-33-01-024; 117-33-01-027; 117-33-01-028; 117-33-01-029;  
117-33-01-030; 117-33-01-031; 117-33-01-032; 117-33-01-033; 117-33-01-034; 117-33-01-  
035; 117-33-01-036; 117-33-01-037; 117-33-01-038; 117-33-01-039; 117-33-01-040; 117-  
33-01-042; 117-33-01-043; 117-33-01-045; 117-33-01-046; 117-33-01-047; 117-33-01-049;  
117-33-01-052; 117-33-01-053; 117-33-01-054; 117-33-01-055; 117-33-01-056; 117-33-01-  
057; 117-33-01-058; 117-33-01-059; 117-33-01-060; 117-33-01-062; 117-33-01-063; 117-  
33-01-065; 117-33-01-066; 117-33-01-067; 117-33-01-068; 117-33-01-069; 117-33-01-070;  
117-33-01-071; 117-33-01-072; 117-33-01-073.

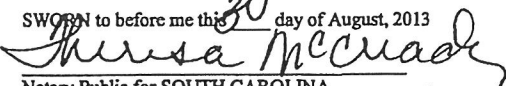
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Horry County, bearing tax map number 117-33-01-064 was transferred by and among Palmetto Greens Development Company, LLC and Palmetto Village HOA at Palmetto Greens, Inc. by Non-Exclusive Easement Agreement and Declaration of Covenants, Conditions and Restrictions dated August 30, 2013.
3. Check one of the following: The deed is
  - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) **XX** exempt from the deed recording fee because (See Information section of affidavit): **CONSIDERATION IS LESS THAN \$100.00**  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (b)  The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check Yes  or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \_\_\_\_\_
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ \_\_\_\_\_
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

WRIGHT, WORLEY, POPE, EKSTER & MOSS, PLLC

  
By: Kenneth R. Moss, Attorney for  
Palmetto Greens Development Company, LLC and  
Palmetto Village HOA at Palmetto Greens, Inc.

SWORN to before me this 30 day of August, 2013  
  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 6-14-2015