THIRD AMENDMENT TO THE
DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS,
COVENANTS, AND RESTRICTIONS FOR PHASE II-B, DEERFIELD PLANTATION
SINGLE FAMILY RESIDENTIAL SUBDIVISION

HORRY COUNTY, SOUTH CAROLINA

WHEREAS, by Declaration and Establishment of Conditions, Reservations, Covenants,
and Restrictions, hereinafter referred to as the COVENANTS, for Deerfield Plantation, Phase II-
B, dated September 11, 1979 established by Deerfield Plantation, Inc. (the “Developer”) and
recorded in Deed Book 655, Page 278 of the Real Property Records of Horry County; and

WHEREAS, the property covered by said Declaration is as follows:

ALL AND SINGULAR, those certain pieces, parcels, or lots of
land situated, lying, and being in Socastee Township, Horry County,
South Carolina, and being more particularly shown and designated
as Lots 378 through 419 and 522 through 603, as more particularly
shown and designated on a Plat of Deerfield Plantation, Phase II,
Part B, as prepared November, 1978, and revised February, 1979,
with the subsequent revision September, 1979, reference to which is
craved as forming a part and parcel of the property described herein,
said Plat being filed for record in the Office of the Clerk of Court
for Horry County, South Carolina, in Real Estate Plat Book 67 at
Page 56.

WHEREAS, said Covenants were modified on April 23, 1981 and recorded in Deed Book
731, pages 513-519; and

WHEREAS, said Covenants were further modified on July 16, 1998 and recorded in Deed
Book 2084, pages 151-164; and

WHEREAS, pursuant to Item No. 34 in said Amended Declaration, the Covenants are
binding until January 1, 2009, after which time said Covenants shall be automatically extended for
successive periods of ten (10) years, unless an Instrument signed by a majority of the then owners
of lots affected by the same have been recorded, agreeing to change the same in whole or in part; and

WHEREAS, a majority of the property owners have agreed to change the Declaration as
is set forth in the Amended Declaration dated June 14, 2016, effective
June 14, 2016.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:
Deerfield Plantation Phase II-B Property Owners Association, Inc., hereinafter referred to as the “Association”, a South Carolina Non-Profit Corporation, representing the property owners of all of the following described premises situated within Horry County, South Carolina, and Deerfield Plantation, Incorporated, a South Carolina Corporation, hereinafter referred to as the “Developer”, do hereby establish these Conditions, Reservations, Covenants, and Restrictions.

The purpose of these Restrictions is to not only provide a homogeneous community but to maintain certain criteria for the common good and general welfare of the people of Deerfield Plantation, Phase II-B. The establishment, and enforcement of, the guidelines set forth herein are to protect every homeowner’s property values; to insure the use of each property for residential purposes only, as well as prevent nuisances, potential health hazards and code violations, destruction, and unsightly, unkempt appearances which could be lack of yard maintenance, weeds, or general maintenance.

The intent of the Association is to maintain the desired natural beauty of our community with landscaping and yard art, if a homeowner desires, that is aesthetically pleasing and in symmetry with the environment and not to exceed 3’ x 3’ x 3’ without the prior written approval of the Board. This must be done by have a Construction Worksheet approved by the Board.

The Covenants and Restrictions are written with the sole purpose to secure to each home, or lot, owner, the full benefit and enjoyment of his and/or her home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners. Each and every one of these Conditions, Reservations, Covenants, and Restrictions is and are, for the benefit of each owner of land in the above named development or subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision. Further, they shall bind the respective successors in any interest of the present owner thereof. These Covenants and Restrictions, all of which are to be construed as restrictive Covenants, running with the title to such lots with each and every parcel thereof, to wit:

1. The Deerfield Plantation Phase II-B Property Owners Association, Inc. is hereby given, by a majority of lot owners, the same authority to enforce these Conditions, Reservations, Covenants, and Restrictions as any lot owner in Phase II-B Subdivision of Deerfield Plantation heretofore described.

2. No building, fence, sidewalk, wall (including, but not limited to, retaining walls that cause overflow or water retention on other people’s property), driveway, swimming pool, any type of enclosure, drain pipe or catch basin, or other structure, shall be erected, placed, or altered on any lot without Board approval. Any such request must be submitted to the Association on the appropriate form for approval and must include building plans, specifications, exterior finish, plot plans showing proposed location of such building or structure, driveways or parking area, and construction schedule. Swimming pools must be located in the back yard and conform to the setback requirements in Paragraph 3. No construction of any kind shall be initiated until a construction bond has been paid by the property owner or his agent to the Association, and proof of liability insurance is provided. The amount of the bond for new construction shall be in the amount of $1,000 and liability insurance verification will be a uniform amount determined by the
Board. However, the home or lot owner and the contractor(s) are jointly responsible for any damages until rectified, including, but not limited to, any collection and attorney’s fees associated with the enforcement of this provision. If a bond is placed, said bond will be returned after construction has been completed and all deficiencies have been corrected. Refusal of plans, location or specifications may be based by the Association upon any ground, including purely aesthetic considerations. In the event approval is deemed withdrawn, the Board shall return the construction bond. No alterations may be made in such plans after approval by the Association is given except by and with the written consent of the Association Board or representative thereof. Further, no alterations in the exterior appearance of any building or structure shall be made without approval by the Association Board or representative member. One copy of all plans, specifications, and related data shall be furnished the Association for its records.

If construction does not commence on a vacant lot or any applicable project pertaining thereof, and for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, the bond forfeited, and it shall be necessary for the owner to resubmit the plans to the Association Board for reconsideration.

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Board shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The Association, the Board, any Committee, or Member of any of the foregoing shall not at any time be held liable for injury, damages, or loss arising out of the manner or quality of approved construction on, or modifications to, any structure or building.

3. No building shall be located closer than thirty (30) feet to the front lot line and not closer than six (6) feet to the side property line, and not closer than twenty (20) feet to the rear property line, provided that if any lot is 115 feet or less in depth, the rear set-back shall be fifteen (15) feet. Further, no building shall be located closer than fifteen (15) feet to any side lot line bordering on any street. In order to assure that houses will be located with regard to the topography of each individual lot, the Association herein reserves unto itself, its successors and assigns, the right to control and to decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot, provided however, that such locations shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities. No building under initial construction shall be occupied until a Certificate of Occupancy is issued by the appropriate governmental authority.

5. All lots shall be used for residential purposes exclusively and shall have an area of not less than seven thousand (7,000) square feet. Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the residence rotates among participants on
a fixed or floating time schedule over a period of years as those terms are currently generally utilized in the real estate industry or as those or similar terms are expressed, used or defined in the Vacation Time Share Plan Act, Section 27-32-10 et seq., Code of Laws of South Carolina, 1976, as amended, or any similar successor or supplementary laws or regulations, is prohibited. There shall be “no visible business” on any property within Phase 11 B. No rentals or leases for any period less than twelve (12) months shall be permitted.

Owner/Landlord’s shall be allowed to rent to Single Family residents only. All Owner/Landlords, as of the effective date of this Amended Declaration, shall be subject to the following responsibilities and compliance, including Fines and Violations. Any homeowner or lot owner found to be in violation of any provision of this Declaration shall be subject to a fine, loss of POA rights, and/or towing at his expense for any applicable Violation herein described after having received a Notice of Violation and failure to comply.

(a) Prior to execution of the Landlord/Tenant Lease Agreement, a copy of the Landlord’s Lease Agreement shall be given to the President of the Deerfield Plantation, Phase II-B Board of Directors, or appointee. The above referenced Lease Agreement must include the names of all of the home’s occupants.

(b) Every landlord shall be required, prior to occupancy by the Tenant, to provide the Tenant a copy of the Covenants and Restrictions, and the By-Laws for Deerfield Plantation Phase II-B. Landlord shall provide and Tenant shall sign a Receipt for the Covenants and Restrictions, and By-Laws. A copy of this receipt is to be forwarded, or hand delivered, to the Association’s President or Vice President.

(c) All Violation Notices, fines levied, and maintenance requirements shall be the responsibility of the Owner/Landlord. It shall be their sole responsibility to insure the Tenant is at all times in compliance with the Declaration and By-Laws. The Owner/Landlord shall be responsible for dues, fines, and court costs in the event any of the above become due and payable. Failure to comply shall result a fine of $150.00 per each item of non-compliance to the Owner/Landlord.

(d) In the event it becomes necessary to place a lien on any specified property within Deerfield Plantation Phase II-B, whether tenant occupied, or owner occupied; and there being an existing mortgage, the Lender may be sent a copy of said lien.

(e) All tenants shall be made aware that they have the same responsibilities as all other home owners to clean up after their pets. All pets must be on a leash when walked, and everyone is encouraged to refrain from allowing any pet to abuse any owner’s property. If it becomes a habitual nuisance by the same repeat offender; Owner/Landlord shall be held accountable as applicable.

(f) The Landlord will be held responsible for any illegal parking for any home he owns within our community; consequently, all fines and violations become the responsibility of the Landlord, not the Tenant. Landlord will be responsible for seeing that the Tenant is in compliance.

6. Any owner of a single family home in Deerfield Plantation, Phase II-B, shall be bound by the current Amended Declaration and Establishment of Conditions, Reservations, Covenants, and
Restrictions for our community, and in turn, any infractions and consequences thereof shall fall to the burden of the owner of record of the home, and shall be his responsibility to adhere.

7. No structures, except as provided in this Declaration, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling of not less than fifteen hundred (1,500) square feet of heated floor space with exclusion of porches, decks, and garages. No home shall exceed two (2) stories in height above ground level. No mobile homes, manufactured homes, or factory manufactured structures such as pre-fabricated homes of any type shall be permitted. One small pump building may be constructed which shall house only the pump and adjacent connected piping, motor, necessary electrical controllers, and pressure tank.

8. A garage or pump house may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style, color, and exterior finish of the main dwelling. All structures must comply with the set-back requirements indicated in Paragraph 3.

9. No structure of a temporary character or appearance shall be placed upon any lot at any time provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. Temporary contractor construction shelters and equipment must be kept on the lot and not on the easement, right of way, or any traffic island or circle. No construction materials, e.g., lumber, bricks, etc. or similar materials, or vending machines of any kind may be stored on any lot after construction is completed, unless stored in an enclosed garage.

10. No utility or storage shed, fence or tree house, or other similar outbuilding or structure regardless of its intended use shall be placed on any lot at any time without the Deerfield Phase II-B Construction Worksheet, accompanied by all applicable information requested, and in compliance with Board’s specified criteria, having been turned in to the Association Board and written approval of the Association with exception as may be herein outlined.

11. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area. This includes, but is not limited to, the stockpiling of trash, lumber, parts, junk, leaves, pine needles, and/or potential code violations.

12. Any potential hazardous material whether it be unsafe for people, animals, or the environment must be disposed of in accordance with applicable codes. This includes, but is not limited to, proper disposal of partially full paint cans, motor oil, etc.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the other property owners. There shall not be maintained any poultry, animals (other than household pets), or device or thing of any sort the normal activities or existence of which is any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof. No animal runs or pens are allowed. All pets
shall be kept on the owner's lot and in such a location that property owners are not subjected to objectionable noises, e.g., barking or howling, etc. All dogs are required to be on a leash when off of the owner's property and the owner of the animal is required to clean up all pet droppings—this provisions also applies to the use of the now closed golf course property golf cart path, or any manner used in the future, and surrounding area as it adjoins the subject property. This means bagging "unsightly" fecal material and taking it back to your home for proper disposal in a trash container. If you allow your dog to urinate on the hedge, flowers, or plants and landscaping belonging to homes along the golf cart trail, or along Circle Drive or Plantation Drive; you will be subject to a fine for repeat violations.

14. All electrical services, telephone lines, and television cables shall be placed underground.

15. No billboards, political, commercial, or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon with the exception of:

(a) An owner or agent may erect a small standard real estate "For Sale" sign when selling the property. A similar size "For Lease" or "For Rent" sign may be erected. These signs may not exceed 24 inches by 30 inches. The sign must be located on the property and not on the easement or right of way. Relevant to any political signage; all signs of this nature shall be restricted to one (1) sign per Candidate, posted not more than one (1) month prior to election, and removed no later than one (1) week, or 7 days, after said election.

(b) The name of the owner and the street address, the design of which shall be furnished to the Association upon request. The Association shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with its approval.

16. No derrick, drilling equipment, or other structure designed for use in boring oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphalt, or any other hydrocarbon products or minerals of any kind be produced or extracted from the premises.

17. The Association reserves unto itself and each property owner grants to the Association a reasonable easement and right of ingress and egress over, upon, and across each lot for the purpose of cutting drain ways, ditches, and/or installation of drain pipes for surface water control, whenever and wherever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements include the right to cut trees, bushes or shrubbery, make any grading of the soil, or take other similar action reasonably necessary to provide suitable storm water runoff. Each property owner is responsible for keeping all drainage on his property clear of weeds and overgrowth, enabling an unencumbered flow of water, and no visible obstructions. Provided, however, no person shall alter, change, obstruct or rechanneling the natural drainage on any lot whatsoever so as to materially increase the drainage of storm water onto adjacent portions of the properties without the written consent of the owner of the affected property and the Association.

18. Each lot owner shall provide a minimum of: a paved driveway or garage space for parking at least two vehicles off the street. Parking on the yard, side, and overnight parking on the street
shall not be permitted. Violations shall result in a fine of $150.00 for the first offense and/or possible towing of a vehicle if applicable.

19. Each lot owner shall provide garbage/trash receptacles which shall be visible from streets only on the night prior to the day of garbage/trash pick-up, or the pickup of recyclables. No garbage or trash incinerators shall be permitted on the premises. All trash receptacles must be picked up by the homeowner within 24-hours of trash having been picked up, and out of sight not visible from the road. An exception to this rule will be a trash can partial screen to shield the can or cans from street view. This shall be directly on the side or rear of the home, and only allowable with a signed approved Construction Worksheet approved by the Board.

20. The following activities are prohibited within the properties unless expressly authorized by, in writing, and then subject to such conditions as may be imposed by the Board. These prohibited activities include parking of RV's/recreational vehicles and campers, mobile homes, boats of all sizes, empty trailers, or any other oversized vehicle, stored vehicles, or inoperable and unlicensed vehicles, in excess of (48) hours in places other than enclosed garages. The term inoperable vehicle also entails any car or truck that may be upon blocks and not in a garage, leaving disabled vehicle visible from the street.

21. Commercial Vehicles: Parking of Commercial Motor Vehicles shall be prohibited. “Commercial Motor Vehicle” means a motor vehicle designed or used to transport passengers or property if the vehicle: (a) has a gross vehicle weight rating of twenty-six thousand one or more pounds; (b) is designed to transport sixteen or more persons, including the driver, or (c) is transporting hazardous materials and is required to be placarded in accordance with 49 CFR Part 172, subpart F. However, any vehicle that displays any company logo, advertising on any side, top or back; said vehicle must be kept in the garage when not in use.

22. Propane tanks or a similar fuel storage receptacle may not be exposed to view from the street.

23. No outdoor clothesline, drying yard, or any other device or equipment shall be located or used upon any lot for the purpose of drying any type of materials.

24. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Association. The Covenants herein apply to each such building lot so created.

25. No individual water supply system, well, or any type system shall be permitted on the premises with the exception of a shallow well with sprinkler pump to be used for irrigation purposes, or a Florida heat pump. No septic system shall be permitted. All homeowners shall connect with the community water and sewer system in accordance with any and all applicable regulations.

26. The setting off of fireworks or similar type of explosives within Phase II-B is not permitted. The discharging of any type of weapon or gun, including BB guns, is not permitted. In the event the home is tenant occupied, Landlord shall be held liable for any violations to this provision and it shall be his/her duty to enforce.
27. In the event the landowner or landlord of any residential lot permits any underbrush, weeds, etc. to grow upon any lot so as to become unkempt in appearance, and on written notice fails to have the premises cut within ten (10) days, agents of the Association may enter upon such land and resolve same at the expense of the landowner of record. The Association may likewise enter upon such land to remove trash, debris, fallen objects and trees or tree limbs and branches which have collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot. If the landowner does not pay to correct the situation and the Association incurs expenses in cleaning up the lot, the Association may place a lien on the property, together with costs and attorney fees.

28. Landowner shall be required by the Association to install a minimum fifteen (15) inch concrete tile (or pipe or pipe structure that is appropriately and structurally superior) under driveways prior to the commencement of construction of a house on said landowner’s lot. Landowner shall also insure that the drainage ditch or drainage tile installed at the front of said lot is kept in good repair and free of debris. Landowner shall further insure that said ditch, if any, is properly graded and seeded to prevent erosion after said house is completed. Failure to comply will result in legal action against the homeowner and applicable parties. It shall remain the responsibility of the homeowner to maintain unobstructed water flow in any ditch or drainage outlet bordering his property, behind or in front, or to the side. This includes periodically cleaning and removal of pine straw and leaves, limbs and other obstructions.

29. In the event of damage or destruction to house by fire, falling trees etc.; landlord shall proceed promptly to repair such damage or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Association’s Amended Declaration and Establishment of Conditions, Reservations, Covenants, and Restrictions for Phase II-B, Deerfield Plantation. Alternatively, the owner shall clear the lot in a neat and attractive, landscaped condition consistent with the community-wide standard. In the event said damage has not been repaired within ninety (90) days, the Association or any landowner shall have the right to bring action to compel compliance herewith.

30. The Grantee of any of the above said lots or any person contracting for the purchase of same for himself, itself, his or its heirs, successors, administrators, executors, and assigns, by the acceptance of a deed of conveyance or contract of purchase and sale for any of the above said lots, covenants and agrees to abide by the Covenants, and to pay thereafter as herein provided his or its share of the cost to maintain the roads, streets, drainage systems, lighting system thereon, and garbage/trash collection, as well as any other expenses within this Phase II-B Subdivision deemed necessary by the Association’s Board of Directors (the Board). The said Grantee or Contractor’s assessment in this regard shall be paid in advance in accordance with a schedule approved by the Board and in the event of the said Grantee or Contractor’s failure to pay the same promptly when due shall constitute a lien upon the premises of the said Grantee or Contractor and the same may be enforced in equity as in the case of any lien foreclosure. Such assessment may be in such amount as may be necessary to defray the cost of the above said items and shall be adjusted from time to time based upon any preceding years’ experience and the anticipated estimated reasonable
cost for the next ensuing year’s requirements. Any applicable fines, late fees, collection expenses and court costs, including interest on the total amount shall be due and payable.

31. Each and every lot owner, or person contracting for the purchase of one of the above said lots (regardless of whether said owner or person contracting obtained title to said property or contracted for the purchase of said property, or from some subsequent or other Grantor or contracting party); in accepting a Deed or in executing an instrument or contract for the purchase of any lot in this subdivision, agrees to and shall be immediately a member of, and be subject to the obligations and duly enacted By-Laws, Rules, Regulations, and Resolutions of Deerfield Plantation, Phase II-B Property Owners Association, Inc., a non-profit organization.

32. In the event of a violation or breach of any of these Covenants by any property owner, or agent of such owner, or tenant of such owner; the owners of such lots in the subdivision or any of them jointly or severally, or the Association, shall have the right to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association, its successors and assigns, shall have the right, whenever there shall have been built or placed on any lot in the subdivision any structure which is in violation of these Covenants, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after ten (10) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior to, or subsequent thereto, and shall not bar or affect its enforcement. Should the Association employ counsel to enforce any of the Covenants because of a breach of the same, all costs incurred in such enforcement, including the charges/fees of the Association’s counsel, shall be paid by the owner of such lot, or lots, in breach thereof. Further, the Association shall have a lien upon such lot or lots with regard to which there is a breach of these Covenants to secure payment of all such costs, fees, and interest.

33. Except as hereinafter set forth, the Association hereby expressly states its intent not to dedicate or convey to the general public or any member thereof any easement, right of travel, right to use or other right with regard to the streets, roads, alleys, entrances, or other passages or ways and with regard to the lakes and parks show upon the herein referenced plat of the subdivision (except such private easements as is stated in the deed to each property owner purchasing or acquiring title to one of the herein described lots). The Association hereby reserves unto itself, its successors, and assigns, all streets, roads, alleys, entrances, or other passages or ways, and all lakes and parks, all easements and rights in connection therewith for any purpose, matter or thing set forth herein; rights of travel. R=right to use and any other right over, upon, under, or connection with the same, as shown upon the referred to map (except such private easements as is stated in the Deed to each property owner purchasing or acquiring title to one of the herein described lots). Further, the Association reserves the right to dedicate the streets, roads, alleys, entrances, or other passages or ways to the County of Horry upon a majority vote of its members, after recommended by the Board of Directors of the Association and acceptance of the dedication by the county.
34. Yard Sales: Phase II-B yard sales and/or garage or estate sales are limited to two (2) per year unless “written” permission is obtained from two authorizing Association Board representatives, one week in advance of the sale. Permission will be granted only under special qualifying circumstances, being either moving, or death resulting in an estate sale or liquidation or “extreme circumstances”. Further the homeowner will be required to notify his neighbors, two to his left and two to his right and two directly across the street from the subject house. Also, it is required that permission is granted pending the above approvals, and the homeowner placing No Parking Signs across the street from the subject house. Failure to comply by these rules will result in fines, penalties and possible legal action to enforce collection.

35. In the event that any one or more of the Covenants shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, aberrant, or nullify any of the Covenants not so declared to be void, but all the remaining Covenants not so expressly held to be void shall continue unimpaired and in full force and effect.

36. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

37. All conditions, reservations, Covenants, restrictions, limitations, and affirmative obligations set forth in this Declaration shall run with the land and shall continue and be binding ten (10) years from the date of this 2nd Amendment to the Declaration, and, after which this term shall be automatically extended for another ten years, unless an instrument signed by a majority of the then owners of lots affected by the same agrees to change the same in whole or in part. If, at any time in the interim, a part or all of these Covenants shall be desired to be amended or changed, the consent of a majority of the then homeowners and lot owners shall be required.

38. Any variance, waiver, or approval granted by the Association prior to the adoption of this document shall remain in effect under this document.

39. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any action, suit, or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of Judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of
any other rights to which any present or former officer, director or committee member be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. If said insurance is not available, each Board member, officer, director, or committee member shall be made aware in such incidence.

40. No television antenna, dish, radio receiver or sender or other similar device shall be attached to, or installed on, the exterior portion of any dwelling or other structure or property within Deerfield Plantation, Phase II-B, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Residential Lot, which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

(i) Should cable television services be unavailable and good television reception not be otherwise available, an Owner may make written application to the Board for permission to install a television antenna, and such permission shall not be unreasonably withheld.

(11) The Association will follow the guidelines set forth in The Federal Communications Act of 1996, as amended. Said antennae and/or dish must be properly screened and comply with all set-back requirements as approved by the Association. Solar panels, wind mills, thermal heating systems, and possibly other considerations shall all also require written Board approval so applying to any other future item not herein specified.

41. Any owner desiring to sell or otherwise, transfer title to his or her Lot shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for obligations of the owner of the lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

42. It is agreed that time is of the essence with regard to these Covenants.
IN WITNESS WHEREOF, Deerfield Plantation Phase II-B Property Owners Association, Inc., a South Carolina Non-Profit Corporation and Deerfield Plantation, Inc., a South Carolina Corporation, have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed, this ______ day of March, 2016.

WITNESSES:

Deerfield Plantation Phase II-B Property Owners Association, Inc.

Witness

by: Richard Penn (SEAL)

President

Attest: Frank Czepel

Secretary

WITNESSES:

Deerfield Plantation Phase II-B Property Owners Association, Inc.

Witness

by: John Brown (SEAL)

Vice-President

Attest: Frank Czepel

Secretary
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Deerfield Plantation Phase II-B Property Owner's Association, Inc. by Frank Drexler, its Secretary, sign, seal and as the corporate act and deed deliver the within written Covenants and Restrictions for Phase II-B, Deerfield Plantation and s/he with the other witness, witnessed the execution thereof and saw the corporate seal thereto affixed.

[Signature]
Witness

Sworn to and subscribed before me this 14th Day of March, 2016.

[Signature]
Notary Public in and for South Carolina
My Commission Expires: June 5, 2024