

Demetrice Williams

Signature

STATE OF SOUTH CAROLINA)
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ORANGEBURG COUNTY)

**FIRST AMENDMENT TO THE MASTER
DEED FOR THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR ARCADIA FARMS
AND PROVISIONS FOR THE ARCADIA FARMS
PROPERTY OWNER ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO THE MASTER DEED FOR COVENANT CHANGES AND ADDITIONS BY THE ARCADIA FARMS PROPERTY OWNER ASSOCIATION (this "First Amendment") is made this 31st day of January 2022 by the Arcadia Farms Property Owner Association, a South Carolina non-profit corporation (hereinafter referred to as the "Association"), and the Arcadia Development Company, Inc., a South Carolina Corporation that has added additional Covenants (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Arcadia Development Company, Inc., a South Carolina Corporation as "Declarant", made, submitted, and established the Master Deed of the Arcadia Farms Property Owner Association, dated April 15th, 1998, and recorded April 21, 1998, in the Register of Deeds Orangeburg County, South Carolina in Book 695 Pages 37 - 82 (the Declaration of Covenants and Restrictions); and

WHEREAS the Association's Covenant changes were submitted for vote by mail on the 23rd of December 2021 as a notice for a Special Meeting. The required return date of ballots was not later than the 16th of January 2022 which served as the meeting date as COVID-19 prevented a meeting in person. This satisfied the notification requirements by the Covenants; and

WHEREAS the Associations total votes available was 48 which was based on 17 lots and 64 acres. The 62 acres owned by The Company generated 31 votes under Section 3-1.02. Voting Rights which is reflected as the Company "shall be entitled to one vote every two acres". There was one lot not eligible to vote as overdue on payment of assessments, and a second lot with multiple owners was not eligible for vote as no one was identified to cast the vote under Section 3-1.01; and

WHEREAS the number of eligible votes cast, approximately 89 percent (43 of 48), far exceeded the quorum requirements of 60 percent under Section 6-2.03 for voting. At least 75 percent of those eligible Members affirmative vote was met for 23 changes. Each item will show total votes, the necessary votes to adopt, and the total number of votes cast for and against each amendment; and

WHEREAS, ARCADIA DEVELOPMENT COMPANY, INC. (hereinafter referred to the "Company") reserves the right to add additional covenants with respect to the property owned by the Company at the same time of adoption of additional covenants but not to property previously conveyed to others." The Company is using this same Declaration under Section 6-2.04. Limited Right of Amendment where "The Company reserves in instance the right to add additional restrictive covenants to PART TWO hereof in respect to lands conveyed in future on Arcadia Farms." The Company made nine additions: and

ENTERED IN THE OFFICE OF THE ASSESSOR

DATE: 01-31-2022

JIM MCLEAN, ORANGEBURG COUNTY ASSESSOR

WHEREAS, under Section 6-2.02 Procedures for other Amendments, "The President and the Secretary of the Association shall execute as an Addendum to this Declaration" which has been accomplished and certified below.

General References to Article 1 Definitions

1. Change Declaration. Page 1. Paragraph 6. Line 7. Delete - "but not to property previously conveyed to others". The new sentence will read "An existing Member of the Arcadia Farms Property Owner Association reserves the right to follow the existing Covenants or utilize the new changes if they desire. This does not apply to joining the Association under the different scenarios".

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

PART 1 GENERAL REFERENCES ARTICLE I DEFINITIONS

2. Add new Section 1.1.01(gg). Page 6. Add – A Tract of land is the remaining 62 acres owned by the Company.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

3. Add new Section 1.1.01(hh). Page 6. Add – A Parcel of land is a quantity of land that is identified separate of other land for tax purposes. A Parcel may be sold as acreage, divided into smaller Parcels, divided into Clusters or Homesites. Parcel 2 (Phase IA) and Parcel 3 (Phase 1B) may only contain Homesites of approximately an acre as identified in the power company easement. Parcels 1 and 4 are part of the development of the property which may comprise homes, townhouses, condominiums, or patio homes as currently shown in the Covenants Section 2-1.02.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

4. A Development Parcel is purchased from the company for the purpose of subdivision and development. The Company and Engineering Review Board will work with the buyer to review the developers plans, types of construction and if a Sub Association is required.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

5. A Private Parcel of land is purchased by an individual or company for the purpose of 2 or less Homesites plus the acreage. The Company and the Review Board will work with the buyer to review the developers plans, types of construction and if a Sub Association is required. If the purpose of the Parcel changes, the Board will be notified immediately to evaluate additional assessments."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

6. Add new Section 1.1.01 (ii). Page 6. Add – A Cluster is a group of Homesites, or improved land purchased for the development of Homesites within a Parcel. These Clusters will be

designated for Phase IA (Parcel 2) and Phase 1B (Parcel 3) in the DPU electrical grid, which is approximately 1 acre. The concept of clustering lots may also be used in Parcel 1 and Parcel 4.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

7. Add new section 1-1-01(jj). Page 6. Add – A Detached Garage shall mean a roofed and enclosed structure that has rollup doors, window(s), and a door. The primary purpose is for storage of vehicles, boats, tractors, golf carts, utility vehicles, equipment, etc. A secondary purpose can be to enclose one-third the space for an office, workshop, retreat, efficiency, etc.,”

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

8. Add new Section 1.1.1(kk). Page 6. Add –An Associate is an individual or company whose land borders the Arcadia Farms private road but is not a Member of the Arcadia Farms Property Owner Association who may pay a usage fee for parcels of at least 10 acres, equal to an assessment for access to Lake Lyall and other recreation areas their funds are applied. The individuals or company will provide an application to the Board. There may be no more than two individuals allowed to add an Associate Parcel which mirrors an Arcadia Farms Private Parcel. Family members will fall under the same guidelines as if a Member”.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

9. Add new Section 1.1.01 (ii). Page 6. Add – A Senior Associate is an individual or company whose land borders Lake Lyall but is not a Member of the Arcadia Farms Property Owner Association who may pay a usage fee, equal to an assessment, and other considerations of land for access to Lake Lyall and other recreation areas other their funds are used. As these properties are on the lake versus in proximity to the road, a 20 percent premium will be added to the total assessments. These individuals or company will file an application with the Board.

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

ARTICLE II PROPERTY DESCRIPTION

10. Change Section 1-2.01. Existing Property. Paragraph 2. Line 7. Page 6. Change “not more than 300 dwellings” to “not more than 100 assessments.”

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

11. Change Section 1-2.01. Page 6. End of paragraph 2. Add - “Once the Association reaches 100, the Associate and Senior Associate will go on a waiting list, unless the Members vote to increase this number. All Arcadia Farms new owners (Members) will be accepted regardless of the current number of assessments.”

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

12. Add Subsection 1-2.02(b). Page 7. Other Additions. Change first sentence and move current first paragraph in its entirety to second paragraph. The first sentence and only sentence in the first paragraph will read "Upon approval of these Covenant change in the Declaration, the three additional methods of accessing Arcadia Farms will be by as a Sub Association, Associate or Senior Associate."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

13. Add Subsection 1-2.02(b). Page 7. Other Additions. Insert all Paragraph 1 as Paragraph 2. Add a first sentence to this paragraph that reads "An individual or company may apply to join the Arcadia Farms Property Owner Association as a Sub-Association. The second sentence will start with the first sentence in 1-2.02(b) and continue to the end of that paragraph. "Upon approval in writing ... and shall be recorded in the Register of Deeds Office for Orangeburg County."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

14. Add Subsection 1-2.02(b)(1). Page 7. Other Additions. Add second paragraph - "An Arcadia Farms Associate is designed for an owner(s) or a company with adjoining private property of at least 10 acres with a deeded easement for use of the Arcadia Farms private road. This section further clarifies access to the road owned and paid for by the Company and provides more specificity which properties this includes. These individuals must pay an annual usage fee equal to an assessment. This allows individuals to use the lake and other recreational areas. The Board where their funds are utilized to off-set Association cost. An Associate must file an application with the Board and has no voting rights. These funds must be earmarked for the Capital Improvement Fund. An Associate's Parcel carries the privilege and may be transferred upon sale to a new buyer. If a new buyer does not advise the Board of their name and address change within 90 days, the new owner must reapply if there is an opening. An Associate must sign a non-liability agreement and has no voting rights. An individual may be fined, temporarily or permanently removed at the discretion of the Board for violations for the same standards we expect from Members. An Associate is not subject to a Capital or Emergency Assessments but may be assessed Special Assessments as it relates to maintaining Lake Lyall. Every individual or entity owning property adjacent to any roadway or right of way, within the Arcadia Farms community, that currently exists or may exist in the future (including, but not limited to, Angie Ray Way and Doc Elliott Retreat), is hereby granted a non-exclusive easement for access, ingress, and egress over said roadways and rights of ways that now or may ever exist within the Arcadia Farms community. A right of way easement evidencing this non-exclusive easement shall be executed and recorded in the Orangeburg County Register of Deeds concurrently with the recording of the deed for each transfer of land within the Arcadia Farms community".

Votes Cast 43 Votes Required 32 Affirmative 39 Votes Against 4

PART TWO

COVENANTS RESTRICTIONS AND AFFIRMATIONS APPLICABLE TO ARCADIA FARMS

ARTICLE 1 GENERAL COVENTANTS

15. Change Section 2-1.15. Hunting and Fishing. Page 15. Delete current paragraph and replace - "The Board may allow designated individuals to exterminate predatory and other animals causing damage to the property like beavers and otters. This must be done within the S.C. Department of Natural Resources guidance. If a Wildlife Committee is formed to manage wildlife and fishing, additional hunting opportunities may be explored. Fishing rights are reserved for Members, other Arcadia Farms Property Owner Associations, Associates and Senior Associates and their family Members residing with them under the age of 22. No one may give anyone outside of Arcadia Farms permission to fish or hunt. The Member, family Member, Associate, or Senior Associate must accompany a guest. The fish limits per person per day is 6 bass, 10 crappie, 20 bream and unlimited jackfish/catfish. Bass 10 inches or under, does not apply to the 6 bass total, and may be kept helping to balance the fish population. Bass over 6 pounds should be released unless mounting as a trophy bass."

Votes Cast 42 Votes Required 32 Affirmative 38 Votes Against 4

16. Add new Section 2-1.35. Detached Garage. Paragraph 1. Page 20. "A detached garage cannot be constructed without approval of the Arcadia Farms Architectural Review Board, and the Orangeburg County Building Inspection Department. It must be made of quality materials and colors or brick matching the main home. The Architectural Review Board requirements may be more stringent than the County, but all County requirements must be met before beginning construction. A detached garage for Homesites may not be larger than 700 square feet in a rectangle shape and the Architectural Review Board will determine the maximum height for each request. Detached garage size and height for Private Parcels will be determined by the Architectural Review Board. The siting of lakeside detached garages must be carefully planned as not to impede the view from the up sloped wooded Homesites. The siting for detached garages must be recessed so that the façade (if front entry) or street facing (if side or rear entry) of the garage is a minimum aligned with the rear outside wall of the home.

Votes Cast 43 Votes Required 32 Affirmative 42 Votes Against 1

ARTICLE II ENVIRONMENTAL CONTROLS

17. Change Section 2-2.01. Topography and Vegetation. Page 20. Add to end of the paragraph. "The Arcadia Farms Property Owner Association will designate and maintain Conservation Corridors along streets, lake shoreline and other common areas, and be responsible for its upkeep."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

18. Change Section 2-2.01. Topography and Vegetation. Page 20. Line 5. Add to end of paragraph - "The Board will determine the application for common areas and other properties transferred from the Company."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

ARTICLES III COVENANTS FOR MAINTENANCE ASSESSMENTS

19. Change Section 3-1.02. Voting Rights. Page 25. Paragraph 2. Add to end of the paragraph - "Once the Company sales a Tract, Developmental Parcel, Private Parcel, Clusters or Homesite, the new owner(s) votes are based upon the number of assessments paid versus acreage. This methodology also applies to any means of joining the Arcadia Farms Property Owner Association."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

20. Change Section 3-1.06. Quorum. Page 26. Line 3. Add wording after "open meeting of the Association" to read "open meeting of the Association in person, by teleconference, video conference or any combination ...".

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

21. Change Section 3-3.04. Assessments. Page 30. Line 3. Add wording after ... for all Developmental Parcels, "Private Parcels and Clusters".

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

22. Change Section 3-3.04. Page 30. Paragraph 3. Delete paragraph that reads "No Assessment shall be due on any property the ownership of which is retained by the Company unless said property has been repurchased by the Company in accordance with Section 2-1.30 herein."

Votes Cast 43 Votes Required 32 Affirmative 43 Votes Against 0

23. Change Section 3-3.04. Assessments. Page 30. Paragraph 1. Add after the end of the first paragraph "The Uniform Assessment Formula."

Uniform Assessment Formula

A Homesite, Townhouse, Condominium or Patio Home – 1 assessment per Member

A Cluster of Homesites or improved land within a Parcel for potential Homesites will be assessed 1 up to 5 acres. For Clusters of more than 5 Homesites, the assessment will be

2. Clusters of more than 10 homesites will be 3. If the number of active owners exceed the number of assessments, the higher number of owners will be used. Passive investors of property are not eligible for lake or recreation usage.

A Private Parcel of up to 10 acres will be 1 assessment. There will be 2 assessments for over 10 acres. If the number of Members exceed the number of assessments, the higher number of owners will be used.

A Developmental Parcel sold by the Company of up to 10 acres will have 2 assessments. There will be 3 assessments for over 10 acres. If the number of Members exceed the number of assessments, the higher number of active owners will be used. Passive investors of property are not eligible for lake or recreation usage.

An Associate pays a usage fee equal to an assessment each year.

A Senior Associate will pay a usage fee equal to assessment plus a 20 percent premium based on the linear footage of lakefront property. Parcel 1 establishes the number of assessments by linear feet is objectively applied as a Private Parcel or Developmental Parcel. This fee is offset by one half with the reciprocal lease of appropriate designated property. If the Senior Associate with lake property does not join by the end of April 2022, the assessments will accrue as an initiation fee until the owner wants to become a Senior Associate, even if purchased by a new owner or they join under any other different category.

A Separate Association on the Lake will use the same terms and assessments as a Senior Associate along with the 20 percent premium. For those Separate Associations not boarding Lake Lyall as contemplated in Phase II, their assessment will be the same as an Associate plus be required to lease a portion of property to the Arcadia Farms Property Owner Association. The Association will not be required to provide the Separate Association leased property as the case with a Senior Associate.

For a Merger of property by a company or individual, the Arcadia Farms Property Owner Association Uniform Assessment Formula will apply to the appropriate ownership category.

The Company will be assessed 1 for the 62-acre Tract if the Members have access for its use and the Company is paying all taxes. Once this acreage is divided into Parcels, the Company will have 1 assessment for each Parcel the Members have access. Once a Homesite or Cluster is sold within a Parcel, the Company will cease paying the 1 assessment for that Parcel. The Company will be assessed 1 for Homesites deeded for over 20 years. The Company will be assessed at a rate of 1 assessment per 3 Homesites deeded over 5 years and up to 20 years. The Company will be assessed 1 per 5 Homesites deeded up to 5 years.

Votes Cast 42 Votes Required 32 Affirmative 40 Votes Against 2

Changes Made by the Company
PART TWO

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ARCADIA FARMS

ARTICLE I – GENERAL COVENANTS

24. Change Section 2-1.02. Residential use. Page 8. Line 5. Delete the words “or servants’ quarters” from the sentence.
25. Change Section 2-1.29. Minimum Square Footage. Page 18. Line 2. Delete “2,500” square feet and replace with “2,350” square feet for Parcel 2 and Parcel 3. The Company will be the approval authority for the type of construction and determine the minimal square footage in Parcel 1 and Parcel 4.
26. Change Section 2-1.29. Line 2. Add – “In the event a secondary developer or an individual request to build dwellings or subdivide Parcels 1, 3 or 4, the Company will be the approval authority with input from the Architectural Review Board.”
27. Add new Section 2-1.35. Detached Garage. Paragraph 2. Page 20. The Company will embark on a new program to conduct a study on the merits of allowing a future homeowner to build a high-quality detached garage on the rear portion of an up-sloped wooded Homesite prior to building their home. This is to promote negligible sales of these lots over the past 20 years. This will be without artificial time restrictions, and without prior house or landscaping plans to reduce the burden of cost or change of house plans by the owner. This also applies to Private Parcel owners. This is intended to maximize the enjoyment of the property and for related storage which currently is negligible. The on boarding and interface with the owner will be with the Architectural Review Board. This program will not apply to lake Homesites. The enclosed space for an office, workshop, retreat, efficiency, etc. should not be more than one-third of the dwelling. This type of ownership cannot allow guests to utilize the dwelling without their presence, except for other Members of the AFPOA. The siting should minimize any view from the road. Each siting will be coordinated with the Architectural Review Board to not detract from the overall appearance of the community. The rollup doors must not face the street. The color must blend with the surrounding environment but may require change, if the Architectural Review Board determines there is significant color contrast when the primary dwelling plans are submitted. These Homesites will have a natural look, there are no driveway requirements and limited landscaping to remove trees and brush IAW the Covenants and a modest area around the dwelling. There will be emphasis from the Board that these structures stay well maintained, there are no unsightly conditions, there is no appearance of a business other than work remote, there will be no mailbox, there is no appearance of anyone living there and no renting of this dwelling. The Board has the authority to fine owners who violate the usage. The Company will determine if this program continues and what additional limitations may be placed.”

ARTICLE II - ENVIRONMENTAL CONTROLS

28. Change Section 2-2.02. Tree Removal. Page 21. Paragraph 1. Line 1. Delete – “No trees, brushes or underbrush”.
29. Change Section 2-2.02. Tree Removal. Page 21. Paragraph 1. Line 1. Replace first part of sentence – “No desirable trees” of any kind ...

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

ACKNOWLEDGEMNET

The foregoing instrument was acknowledged before me this 31 Day of January 2022 by Greg Fanning of Arcadia Farms Property Owners Association, on behalf of the Company.

Celia Huff
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 8-24-22
AFFIX SEAL

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF (Witness):

ARCADIA FARMS PROPERTY OWNERS ASSOCIATION, INC.

Lou Fanning

BY: [Signature]