

**STATE OF SOUTH CAROLINA  
COUNTY OF PICKENS**

**SECOND AMENDMENT TO THE  
EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
WILLIAMSPORT PROPERTY OWNERS ASSOCIATION, INC.**

Reference is hereby made to the Easements, Protective Covenants and Restrictions recorded in Deed Book 13-S at Page 929 in the Register of Deeds Office of Pickens County, South Carolina on January 19, 1980 (the "Initial Covenants") and to the Revised Easements, Protective Covenants and Restrictions recorded in Deed Book 112, Page 90, in the Register of Deeds Office of Pickens County, South Carolina on November 14, 1989 (the "Revised Covenants"), which Revised Covenants constitute the first amendment to the Initial Covenants.

Whereas, the Initial Covenants and Revised Covenants placed certain covenants and restrictions on properties described therein (all of such property is herein referred to as the "Property"); and

Whereas, Terry Williams, as declarant, has deeded the streets, walkways, roads and other common property of the Property to the Williamsport Property Owners Association, Inc., a nonprofit corporation duly organized under the laws of the state of South Carolina on June 23, 2000 (the "Association"), and has also relinquished control of the Association to the Lot owners; and

Whereas, the present owners of those Lots of the Property, all of which are situate within Williamsport subdivision, believe it to be in their best and common interests to update and amend the Initial Covenants and the Revised Easements for the purposes of:

1. ensuring the mutual benefit of all Owners;
2. and ensuring the best and most appropriate development and improvement of each Lot;
3. protecting the owners of Lots against such improper use of surrounding lots as would depreciate the value of their property;
4. preserving, so far as practicable, the natural beauty of the Property
5. maintaining the Property as an aviation-oriented community;
6. encouraging the erection and maintenance of attractive homes and structures thereon;
7. ensuring that the improvement of Lots comply with the Covenants as written;
8. maintaining proper setbacks from streets, runway, and property lines;
9. and thereby encouraging the enhancement of the value of investments made by purchasers of Lots;
10. and to this end, the parties do, by these presents, impose the following Second Amendment to the Easements, Protective Covenants and Restrictions for Williamsport Subdivision (the "Declaration"), effective at the time this document is recorded in the Register of Deeds Office for Pickens County, South Carolina as follows, to wit:

## **Section I. Land Use**

- A. **Buildings:** All Lots in the Community shall be used solely for private residential purposes. Common property owned by the Association, as recorded in Deed and Plat OSJC File #00-0709E, Deed Book 631, Page 98 in the Register of Deeds Office for Pickens County, South Carolina shall be used exclusively as a seventy-five (75) foot runway, taxiways, roadways, and a walkway. Hangar Mini-Lots, located on the southeast portion of the runway may be used only for hangars.
1. On all Lots, other than specified in the aforementioned paragraph, no buildings shall be erected, altered, placed or permitted on the Lots except:
    - i. a single family Dwelling, which may have an attached hanger, for single family use only;
    - ii. private garages;
    - iii. appurtenant buildings;
    - iv. one swimming pool, including dressing area; and
    - v. hangar(s).
  2. No appurtenant buildings, including hangars and garages, may be built before the dwelling unit is constructed.
  3. It is acknowledged that the Lot with TMS number 5120-00-55-8421 was purchased with a hangar only on it and with no dwelling, and is currently in violation of the above stated provisions. However, for such time as the original hanger remains intact on such Lot, the Owners of such Lot shall not be deemed in violation of this paragraph. However, if the building on such Lot is destroyed, demolished, or otherwise removed from the Lot, then such Lot shall become subject to all provisions of this document.
- B. **Minimum Area:** Except as otherwise provided, each dwelling, whether detached or attached to a hangar, shall have a minimum floor area (exclusive of open porches, garages, and hangars) of not less than one thousand six hundred (1600) square feet heated space. The Executive Air Park Lots, located on George Williams Drive and Fleet Lane, shall have dwellings of a minimum of two thousand (2000) square feet heated floor space, exclusive of open porches, garages, and hangars. It is acknowledged that the Lots with TMS numbers 5120-10-46-9211, 5120-00-55-7636, 5120-10-46-8581, 5120-00-56-7312, 5120-15-54-7901, 5120-00-57-0253, and 5120-00-47-8538 are currently in violation of the above minimum square footage requirements. Structures existing on such Lots at the time this instrument is recorded shall be granted a variance and shall not be deemed to be in violation of this paragraph. However, if the dwelling on any of the Lots listed above is destroyed, demolished or otherwise removed from the Lot, then new dwellings on such Lot shall become subject to the one thousand six hundred (1600) square feet or the two thousand (2000) square feet requirement, as applicable.
- C. **Setback Lines:** No building shall be located on any Lot nearer than forty (40) feet to the front lot line, fifteen (15) feet of the rear lot line, nor fifteen (15) feet to any side lot line. All lots adjacent to the runway as shown on the plat, shall have a setback line of forty (40) feet of the rear (road side) line, fifteen (15) feet to any side lot line and sixty (60) feet of the front (runway) lot line and no structures shall be constructed within such sixty (60) foot area. Furthermore, no trees, bushes, aerial, tower or obstruction shall be permitted within the sixty (60) foot setback area if the same would impede, or interfere with the use of the runway as a landing or takeoff strip for aircraft. Easements for the installation and maintenance of utilities and drainage facilities area reserved for a five (5) foot strip of each interior lot line and rear property line of each Lot or tract. It is acknowledged that Lots with TMS numbers

5120-00-56-7312, 5120-00-55-1909, 5120-10-46-8645, 5120-10-47-6250, 5120-00-47-8538, 5120-10-46-8395 are currently in violation of the above setback requirements. Structures existing on such Lots at the time this instrument is recorded shall be granted a variance and shall not be deemed to be in violation of this paragraph. However, new structures constructed or placed on such Lots shall be subject to the provisions of this paragraph.

- D. **Construction:** No structure of a temporary nature, mobile home, manufactured home, tent, barn, or other outbuilding may be used as a residence, either temporarily or permanently. All buildings shall be constructed with high quality materials and workmanship in accordance with Pickens County Building Codes. Appurtenant buildings, including garages and hangars, shall be constructed of materials and colors to complement the home. Construction of any improvements, once commenced, shall be completed in twelve (12) months and shall be subject to review by the Building Review Committee. Improvements not so completed, or upon which construction has ceased for ninety (90) consecutive days, or upon which the Pickens County Building Permit has expired, or which have been wholly or partially destroyed and not rebuilt within twelve (12) months, shall be deemed a nuisance and a violation of these covenants and subject to the penalties/remedies in Section III Uniform Enforcement Policy.
- E. **Lot Maintenance:** Any Lot, whether occupied or unoccupied, or any improvements placed thereon, shall at all times be maintained in such a manner as to prevent it from becoming unsightly, unsanitary, and/or a hazard to health and safety. If the Owner does not respond to the Board within thirty (30) days of notice, the Association shall reserve the right to enter upon any property for the purpose of correcting the above-mentioned conditions and to charge the expense thereof as a default assessment to the Owner. Such unpaid assessments will be subject to the same limitations and enforcement procedures of annual assessments.
- F. **Signs:** Owners may display on their property a name and address sign referring only to the premises on which displayed. No signs or advertising displays, other than advertising for the sale of homes on the said Lots or in connection therewith are allowed.
- G. **Drilling/Mining:** No drilling or mining operation shall be conducted upon any Lot.
- H. **Garbage Disposal:** No garbage or refuse shall be dumped or otherwise placed on any property.
- I. **Waste Disposal:** Unless public sewage disposal is available, individual septic tanks must be inspected and approved by the State Department of Health and Environmental Control.
- J. **Subdivision of Lots:** No Lot shall be subdivided into a smaller lot having front or rear lot lines of less than one hundred (100) feet in width.
- K. **Livestock/Pets:** The keeping of chickens, cows, and pigs, or other domesticated animals is prohibited. Household pets must be kept and maintained in such a manner as not to become a nuisance to other Owners or their invitees or a safety hazard to aviation.
- L. **Runway Lots:** In addition to the restrictions and covenants pertaining to all Lots in the Community, Lots abutting the runway and any Owner of a Lot whose property does not so abut thereon but who desires to use and enjoy the runway for the operation of such Owner's private airplane(s) shall be subject to the rules and regulations for the use of such runway, as amended from time to time.
- M. **Roads:** All roads and the walkways within the development are dedicated as neighborhood ways and roads for the use and benefit of all Owners in the said subdivision.
- N. **Garage/Yard Sales:** No garage/yard sales will be permitted on properties within the Community.
- O. **Home-based Businesses:** Home-based businesses that do not result in additional daily traffic on Community property and that do not create a neighborhood nuisance will be allowed.

**P. Property Rental:** Rental of a Lot, or any portion thereof, will be allowed under the conditions below.

- i. The lease term must be a minimum of twelve (12) months and the property must not be occupied by anyone other than the lessee.
- ii. The Owner leasing the Lot, or any portion thereof, must submit the lease, specifying the terms, as well as a background check of the lessee (paid by the Owner), to the Board prior to rental of property. The Board will respond to the Owner regarding the lease agreement within fifteen (15) days.
- iii. Rental of a Lot does not confer rights to use Community amenities, i.e. the runway, and furthermore does not confer any other privileges of Association membership upon the lessee (i.e. attendance at Association meetings and voting).
- iv. Lessees will adhere to all Covenants, Bylaws, and rules and regulations of the Association.
- v. All leases must provide that the terms of the lease are subject subordinate in all respects to the Covenants and the rules and regulations adopted by the Association from time to time. Further, all leases must state that the failure of the lessee to abide by the Covenants or the rules and regulations adopted by the Association shall constitute a default under such lease.
- vi. The rental of a Lot shall not excuse an Owner from the obligations of such Owner under the Covenants.
- vii. It is recommended that Owners who wish to rent their individual hangars give first priority to other Owners.

## **Section II. Building Review Committee**

**A. Purpose and Intent:** Williamsport subdivision is a private, aviation-oriented residential community. To ensure that the properties will be developed and maintained with this intent in mind, and that all such construction adheres to the provisions of the Covenants related to building construction (i.e. types of buildings, minimum square footage, building setbacks, and construction materials), a Building Review Committee (the "Committee") shall be formed. The Committee shall consist of three (3) members appointed by the Board of Directors who will serve for a term of two (2) years. Each member of the Committee must be a property owner and/or resident of the Community for a minimum of one (1) year. A minimum of one committee member will remain on the Committee each term to maintain continuity and consistency of purpose of the Committee.

The Building Review Committee shall:

1. ensure that all new property owners and realtors handling property sales have copies of all Association documents.
2. make an appointment with all new property owners as soon as possible after Lot is purchased to welcome them and review covenants;
3. review all plans for construction prior to the onset of said construction;
4. enforce guidelines consistent with the Covenants (e.g. setback lines, minimum area);
5. implement procedures for the exercise of its duties; and
6. maintain complete and accurate records of all actions taken.

### **B. Procedure:**

Each Owner who desires to erect a building, whether original construction or an addition(s) or exterior renovations subsequent to the original construction, shall submit building plans to the Committee at least two (2) months prior to the proposed onset of construction.

The Committee will set a date, time and place within two (2) weeks of receipt of the plans to review said plans. The applicant will be notified of the meeting and shall have an opportunity to explain and answer questions of the Committee.

The Committee may, but need not, render a decision at the conclusion of the meeting. In any case, the Committee shall send written notice of its decision with two (2) weeks of the meeting date.

If the Owner disagrees with the decision of the Committee, he/she may petition the Board for a review and/or a variance from the provisions of the Covenants. The Board will meet with the Owner and at least one member of the Committee to review the decision. If the Board determines that waiver of application of enforcement of the provision(s) in a particular case would not be inconsistent with the overall scheme of the community they may grant an individual variance of said provision. The Board may, but need not, render a decision at the conclusion of the meeting. In any case, the Board shall send written notice of its decision to the Owner within two (2) weeks of the meeting date. The decision of the Board shall be final. The granting of variances in no way constitutes a waiver or otherwise alters the requirements set forth in the Covenants.

**C. Change or Amendment of Procedures:** These procedures set forth herein may be changed or altered by a majority vote of the Board of Directors.

### **Section III. Uniform Enforcement Policy**

**A. Purpose and Intent:** The Association or any Member of the Association, or both, may bring an action to the Board to enforce the terms of the Covenants and other rules and regulations. The Association's primary objective is to uphold the terms of the Covenants, By-laws and other rules and regulations that benefit the community at large. The Board may enforce violations of any of the Association's governing documents without receipt of a written complaint if one or more of the Board members has personal knowledge of the violation.

To the extent that a neighbor-to-neighbor dispute exists, the neighbors are encouraged to resolve the dispute in an informal, cooperative, face-to-face meeting. If the person who caused or is causing the violation is a guest of an Owner, then the Owner is responsible for the violation. If the direct attempt at resolving the dispute does not result in a resolution that is satisfactory to all parties involved, the procedures set forth in Paragraph B. immediately below shall be implemented.

#### **B. Procedures:**

##### **Appeal to the Board**

1. All complaints submitted to the Board for a hearing must be sufficiently detailed and include:
  - a. The specific covenant, rule and/or regulation alleged to have been violated;
  - b. Date, time, and place of the violation;
  - c. Any witnesses to the violation.
2. The Board will meet within two (2) weeks of receipt of the complaint to determine if a violation exists that requires a hearing. The Board may attempt to resolve the issue informally through negotiation with the involved parties. The Board may, but need not, review claimed violations submitted anonymously or verbally. If the Board, after a thorough review of all the facts presented, decides that the claim merits no further action, the Board will document such decision in the Board's meeting minutes. Involved parties will be notified in writing of the decision. If deemed necessary, the Board may issue a warning to the alleged violator.

3. If the Board deems that the complaint is valid, the alleged violator will be sent a copy of notice of violation and shall have the opportunity to request a hearing before the Board to refute the complaint. Said Owner shall respond in writing to request a hearing.
4. Upon receiving a request from the alleged violator, notices will be sent to the involved parties of the date, time and place of the hearing. If the alleged violator does not reside within the Community, the Board will send notice via certified mail, return receipt requested.
5. The parties involved should make every effort to be present for the hearing. In lieu of attending the hearing, a non-resident Owner may submit a written response to the alleged violation in writing seven (7) days prior to the meeting. Witnesses may attend the hearing if the Board or the involved Owners deem it to be necessary. If the alleged violator does not appear for a hearing or does not respond in writing as specified, then said Owner shall be deemed to have admitted the facts set forth in the notice of the alleged violation. The Board will then impose a warning, fine or penalty (or all three) for the violation and may suspend the Owner's privileges for such time as the Board deems appropriate and pursuant to the Association's governing documents.

**Hearing Meeting Procedure:**

1. The Board President (or his/her designate) shall be the Chairperson (Chair) and will conduct the hearing.
2. The Chair shall recognize and request information of those attending as appropriate.
3. At the conclusion of the hearing, the Board may, but need not, make a final decision. In any case, the Board shall send written notice of its decision to the Owners within two (2) weeks of the hearing date. Any warning, fine, penalty, or suspension of privileges shall be effective at the time of the Board's decision and notice thereof.

**Penalties:**

The Board shall apply the following penalties for violations of any governing documents.

1. **FIRST VIOLATION:** A Warning Letter will be issued.
2. **SECOND VIOLATION OR IF THE WARNING IS IGNORED:** A fine of One Hundred Fifty and no/hundredths (\$150.00) Dollars, or such other amount as the Board may deem appropriate, shall be levied against the Owner. Such fine will be levied as a separate assessment and will be subject to the procedure for collection of such as stated in Section IV, Assessments, including, but not limited to a lien on the Lot.
3. Any violation that involves misuse of Association property or constitutes a safety or health hazard, will result in immediate suspension of the Member's privileges (including use of the runway), effective upon receipt of notice of the ruling.
4. The Association/Board shall have the right, at any time, and with or without proceeding through the steps outlined herein, to bring an action at law to compel compliance with the terms of the Association's governing documents.
5. Nothing herein precludes the Board from levying fines and/or suspending privileges while at the same time seeking injunctive relief for violations of a continuing nature or violations that affect the health, safety, or welfare of the residents or property within the Association.

**Suspension of Membership Rights:**

The Association shall have the right to withhold from, or charge an additional assessment for use of the Community roads, and/or withhold from, restrict, or charge an additional assessment (to be determined by the Board based on each event) for use of the runway to any Member who:

1. is in default in the payment of any assessment fee; or

2. in the judgment of the Association/Board of Directors uses the common property, and/or his/her aircraft in a negligent manner or in a manner harmful to the rights of other Members; or
3. in general, violates the published rules and regulations, By-laws, or Covenants of the Association.

Additionally, such Owner will not be allowed to participate in Association meetings.

**Costs and Legal Fees:**

If legal assistance is obtained to enforce any of the provisions of the Association documents, or the restraint of violations of the Association documents, or in any legal proceeding (whether or not suit is brought) in which the Association and an Owner are parties, the prevailing party shall be entitled to recover all legal costs incurred by it in such action, including reasonable attorneys' fees as may be incurred. If necessary, such costs will constitute further additional special assessments, bearing interest at ten (10%) percent per annum, against the offending or delinquent Owner and shall constitute a lien against such Owner's Lot until paid.

**Appeal for Waiver:**

An Owner may apply to the Board for a temporary or permanent waiver or deviation from any rule, regulation, or provision of the Covenants.

1. The applicant shall submit a letter to the Board stating:
  - a. The specific rule, regulation, or covenant in question; and
  - b. The requested deviation or waiver requested, including dates and times, if appropriate; and
  - c. The reason for and/or rationale for such request; and
  - d. The projected impact on other Owners and the Association.
2. The Board will set a date, time and place of the meeting within two (2) weeks of receipt of the request.
3. Such notice of appeal/waiver will be distributed to all Owners, requesting that they communicate to the Board, in writing, their objections to, or support of, the request within 10 days of receipt of the notice. The date, time and place of the meeting will be included in the notice.
4. The Board President or her/his designate will conduct the meeting. The Owner petitioning the Board may be present if he/she so desires.
5. After careful review and consideration of all information from the appealing Owner and the Community-at-large, the Board will render its decision. The Board may, but need not, make a final decision at the conclusion of the meeting. In any case, the Board shall send written notice of its decision to the Owner and other Owners within two (2) weeks of the meeting.
6. Failure to abide by the Board decision will constitute a violation of the rule, regulation or Covenant provision and will be subject to the mechanisms for enforcement of the Covenants.

**C. Change or Amendment of Procedures:** The procedures related to enforcement of the covenants set forth herein may be amended or changed by vote of those Owners who own two-thirds (2/3) of all Lots.

**D. Disclaimer:** Failure of the Association to enforce its governing documents pursuant to this Uniform Enforcement Policy shall not constitute a waiver of the right to enforce the same thereafter.

#### **Section IV. Assessments**

The Association shall have the responsibility and the right to levy reasonable assessments necessary to carry out its general purposes. The Board will prepare the annual budget and determine assessments, based on the number of Lots as depicted on the Plat(s), for approval at the annual meeting by those Owners who own a majority of all Lots. In the event that a majority vote is not obtained, then the annual budget and the assessments for the preceding year shall be used for the current year. Each Owner of any Lot within the development shall, by reason of such ownership, become a Member of the Association. Therefore, any Owner, by acceptance of a deed, whether or not it shall be so expressed in any such deed, is deemed to these Covenants and as such, agrees to pay to the Association the assessments outlined below.

- A. Annual assessments determined by the Board for the purposes of:
  - a. Maintenance and upkeep of the airstrip, including aviation liability insurance;
  - b. Maintenance of roads within the development;
  - c. Maintenance of normal business of the Association, including any general purposes approved by the Board; and
  - d. Maintaining reasonable reserves.
- B. Special assessments determined by the Board to meet unanticipated and/or unbudgeted expenses deemed vital to the governance and operation of the Association (e.g. runway repairs, legal fees). Projects or legal actions requiring special assessments in excess of a total of Five Hundred and No/100 (\$500) will be approved by the vote of those Owners who own a majority of all Lots.
- C. Default Assessments levied by the Board against an Owner pursuant to the Association documents for failure to perform an obligation under the Association documents or because the Association has incurred an expense on behalf of the owner under Association documents. Default assessments will be deposited as reserve funds.

Such assessments levied by the Association shall be paid to it within sixty (60) days upon receipt of the assessment, and until such time is paid, such assessments together with interest, legal costs and attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the lots against which such assessment is made until paid. Each such assessment, together with interest, legal costs and attorney's fees, shall also be the personal obligation of the owner of such Lot(s) at the time when the assessment fell due.

#### **Section V. Runway Operations**

The Community runway is for the exclusive use of the Owners and their guests. Only Authorized Persons shall have the authority to operate aircraft into or out of the Williamsport runway. To be an Authorized Person, one must be: 1) an Owner; or 2) the spouse and/or children of an Owner, provided that such spouse or children reside on such Owner's Lot. The Owner(s) of each Lot may designate up to two (2) individuals as Authorized Persons. Regardless of the number of Owners of a particular Lot, no more than two (2) Authorized Persons are permitted per Lot. An Authorized Person must be a person and cannot be an entity or association.

The names of the Authorized Persons, and all of information required by the Rules and Regulations for Use of SC 86 Runway, as amended from time to time, shall be submitted by each Owner to the Board in writing at the time of annual dues payment or no fewer than thirty (30) days prior to any Authorized Person using the runway for the first time. Such information required to be submitted shall include, but shall not be limited to, verification of liability insurance coverage and appropriate FAA license(s), but not to include student pilot licenses.



To change one of the persons designated as an Authorized Person for a particular Lot, the Owner of such Lot must submit, in writing, all relevant information for the proposed new Authorized Person to the Board no fewer than thirty (30) days prior to such Authorized Person using the runway for the first time. Such Owner must also submit at that time a written statement that designates such person as an Authorized Person and removes one of the current Authorized Persons if there are two designated at that time. Only one such change to the persons listed as Authorized Persons for a Lot is permitted during any twelve (12) month period. Notwithstanding anything herein to the contrary, there may not be more than two (2) Authorized Persons for each Lot at any given time.

Individual Owners are responsible for ensuring that all guests and Authorized Persons follow the Rules and Regulations for Use of SC 86 Runway, as amended from time to time. The Board may suspend the rights of any Owner, such Owner's Guest(s) and such Owners' Authorized Persons in the event such Owner, such Owner's Guest(s) or such Owner's Authorized Persons are not in compliance with the Covenants or the Rules and Regulations for Use of SC 86 Runway, as amended from time to time.

No one is allowed the use of the runway for commercial activity or for self-enterprise.

No person, other than an Owner, may base an aircraft for a period in excess of thirty (30) days in a twelve (12) month period. Base means an aircraft that remains at the Community for more than three (3) hours in any one day.

To be a Guest, one must be an invited guest of an Owner and may not be an Authorized Person.

No Guest may:

- 1) base an airplane, or any similar craft, on any Lot or on any portion of the Community for a period in excess of two (2) weeks without first obtaining the Board's consent; or
- 2) pilot the airplane, or any similar craft, of an Owner without first obtaining the written consent of a Board Member.

If a Guest violates the requirement in 1) above, then the Board may fine the Owner who invited the Guest Fifty and No/100 Dollars (\$50.00) for each day the Guest is in violation of such requirement. If a Guest violates the requirement in 2) above, then the Board may fine the Owner who invited the Guest One Hundred and No/Dollars (\$100.00) for each individual flight the Guest makes in violation of such requirement.

## **Section VI. General Provisions**

A. The restrictive measures and provisions of this instrument as declared, constitute mutual covenants and restrictions for the protection and benefit of each Owner, and the provisions thereon may be enforced by any Owner by appeal to the Board, and/or by the Association, but the failure to enforce any measure or provision thereof will not constitute or be deemed a waiver of the right to do so in the future.

B. These covenants are to run with the land and shall be binding on all parties or persons claiming under them for a period of twenty-five (25) years from the date that this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years each, unless two-thirds (2/3) of the then Owners agree to change said covenants in whole or in part.

C. This Declaration shall be binding upon and inure to the benefit of all persons having any right, title or interest in the Community or the Property, or any portion thereof, their heirs, successors, successors-in-title and assigns. Additionally, all Owners agree to be bound by, and

to abide by, the terms of any and all provisions of any insurance policies upon the common streets/roadways, easements, runway and other Common Property, if any.

D. Robert's Rules Of Order, Newly Revised, 10<sup>th</sup> Edition shall be the official parliamentary authority for all Association meetings.

E. To the extent permitted by law and consistent with the articles of incorporation and Bylaws of the Association, the Association shall indemnify every director, officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary or agent against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such.

F. In the event the provisions of this Declaration conflict with the provisions in either the Initial Covenants or the Revised Covenants, then the provisions of this Declaration shall control.

## **DEFINITIONS:**

**Appurtenant Building** shall mean and refer to detached garages, storage buildings, sheds, play houses, and hangars.

**Assessments** shall mean and refer to annual, special, and default assessments levied pursuant to the Covenants to meet the estimated financial requirements of the Association.

**Association** shall mean and refer to the Williamsport Property Owners Association, Inc. (WPOA, Inc.), its successors and assigns, the governing body of which is the Board of Directors. WPOA, Inc. is a non-profit South Carolina Corporation.

**Association Documents** shall mean and refer to the Covenants, Rules and Regulations, and Bylaws governing the Williamsport Property Owners Association, Inc.

**Authorized Person(s)** shall mean the person or persons, not to exceed two (2) per Lot, who shall have the authority to operate aircraft into or out of the Williamsport runway.

**Building Review Committee** shall mean and refer to the committee formed to maintain the quality, harmony and adherence to Land Use provisions of any improvements to the Development.

**Board** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association, as described in the Bylaws.

**Bylaws** shall refer to the bylaws of the Williamsport Property Owners Association, Inc.

**Common Property** shall mean or refer to those areas of land with, or without any improvements thereon that are deeded to the Association for the common use and enjoyment of the owners, and includes Taxiway Avenue, George Williams Drive, Fleet Lane, a three-foot wide walkway on the west side of the runway, the taxiways and the runway, as well as any other pieces of land which may be deeded to the Association in the future.

**Community/development/subdivision** shall mean and refer to all real property therein described as Williamsport Property Owners Association, Inc. on the Plat in the Register of Deeds Office for Pickens County, South Carolina.

**Covenants** shall mean and refer to the Initial Covenants, the Revised Covenants, the Declaration, and any supplements and amendments thereto.

**Declaration** shall mean this instrument.

**Dwelling** shall mean the residential area meeting the prescribed square footage of the living space of a single family unit.

**Hangar** shall mean and refer to a four sided, enclosed and roofed building constructed for the purpose of storage of airplanes.

**Improvements** shall mean and refer to all buildings and structures, parking areas, fences, walls, hedges, pools, driveways, ponds, changes in any exterior color or shape, excavation and all other site work,

including without limitation grading, clearing, road construction, utility improvement, removal of trees or plantings, and any new exterior construction or exterior improvement. This term does not include turf, shrub or tree repair or replacement of any magnitude that does not change exterior appearance.

"Improvements" covers both original improvement and all later changes and improvements.

**Lot** shall mean and refer to any numbered residential parcel of land, excluding any hangar-only-mini-lot on the southeast portion of the runway, as shown upon a recorded plat, whether or not improvements are made, upon which constitutes or will constitute a single family dwelling.

**Member** shall mean and refer to those deeded Owners of any Lot or tract within the Community.

**Nuisance** shall mean bothersome to the majority of immediate neighbors and/or the community in terms of excessive noise, noxious odors, use of heavy equipment, etc.

**Owner/property owner** shall mean and refer to the recorded Owner(s) of any Lot [whether one or more persons, firms, associations, corporations, partnerships or other legal entities] and entitled to one vote per Lot as a Member of the Williamsport Property Owners Association, Inc.

**Plat(s)** shall mean the plats recorded in the Register of Deeds Office for Pickens County, which describe land subjected to the Covenants.

**Property(ies)** shall mean and refer to the property within Williamsport Property Owners Association, Inc. subjected to the Covenants.

**Runway or airstrip** shall mean that Association common property located at the center of the subdivision/development used exclusively for the purpose of aircraft takeoffs and landings.

**Taxiway** shall mean and refer to the right of way radiating from Taxiway Avenue to the southeast side of the runway, as well as to the right of way extending from the North end of the runway, as shown on the Plat, for the purpose of providing access for aircraft to and from the runway.

END OF SECOND AMENDMENT TO THE EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS FOR WILLIAMSPORT PROPERTY OWNERS ASSOCIATION, INC. 2008

IN WITNESS WHEREOF, we have caused these presents to be executed and affixed our Hands and Seals:

ASSOCIATION:

WITNESSES:

WILLIAMSPORT PROPERTY OWNERS  
ASSOCIATION, INC.

BY: *Donna L. Johnson* <sup>JW</sup>

ITS: *President, Board of Directors*

*[Signature]*  
Pam Jeter

OWNERS:

*Kenneth R. Kennedy*

Owner(s) of 2 Lot(s)

*[Signature]*  
George Rutledge

*Elizabeth J. Hodges*  
*James E. Hodges*  
Owner(s) of 3 Lot(s)

*[Signature]*  
Pam Jeter

*Jeanette P. Bracken*  
Owner(s) of 2 Lot(s)

*[Signature]*  
Pam Jeter

*Paul H. Hotinger*  
*Bruce E. Hotinger*  
Owner(s) of 1 Lot(s)

*[Signature]*  
Pam Jeter

*Linda A. Sharp*  
*[Signature]*  
Owner(s) of 1 Lot(s)

*[Signature]*  
Pam Jeter

~~Pam Geter~~  
Pam Geter

~~Pam Geter~~  
Pam Geter

~~Pam Geter~~  
Pam Geter

~~Pam Geter~~  
Pam Geter

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Pam Geter

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Pam Geter

~~Pam Geter~~  
Pam Geter

~~Pam Geter~~  
Pam Geter

~~Kelly Smith~~

~~G. Gregory Smith~~  
Owner(s) of 7 Lot(s)

~~John C. Smith~~  
Owner(s) of 1 Lot(s)

~~Candace Walsh~~  
Owner(s) of 1 Lot(s)

~~Margaret B. Abbott~~  
Owner(s) of 1 Lot(s)

~~Nancy M. Seal~~  
Owner(s) of 5 Lot(s)

~~Paul J. Abbott~~  
Owner(s) of 4 Lot(s)

~~M. Russ~~  
Owner(s) of 1 Lot(s)

~~Doug B. J.~~  
Owner(s) of 1 Lot(s)

~~Amelia B. Jeter~~  
Pam Jeter

~~Amelia B. Jeter~~  
Pam Jeter

~~Amelia B. Jeter~~  
Pam Jeter

~~Amelia B. Jeter~~  
Pam Jeter

~~Amelia B. Jeter~~  
Pam Jeter

~~W. J. Cagle~~  
Bonnie H. Cagle

~~Amelia B. Jeter~~  
Pam Jeter

~~Delores J. Mullikin~~  
Doris L. Dapper

~~John E. Hutchison~~  
Mary Ann Hutchison  
Owner(s) of 1 Lot(s)

~~Robert M. Welch~~  
Linda M. Welch  
Owner(s) of 1 Lot(s)

~~John E. Hutchison~~  
Owner(s) of 1 Lot(s)

~~David Rodriguez~~  
Genevieve Rodriguez  
Owner(s) of 1 Lot(s)

~~Genevieve W. R.~~  
George J. W. R.  
Owner(s) of 1 Lot(s)

~~John E. Hutchison~~  
Owner(s) of 1 Lot(s)

~~John E. Hutchison~~  
Owner(s) of 2 Lot(s)

~~Steward L. Baylor~~  
Rita Baylor  
Owner(s) of 1 Lot(s)

WPOA, Inc.

Ant H. Kell  
Barbara C. Skinner

Delroy Mullins  
Gene D. Rapp

Delroy Mullins  
Gene D. Rapp

Delroy Mullins  
Gene D. Rapp

Jan Pittman  
J. L. Hardwick

Lisa M. Lopez  
Paula C. Kay

William A. Hoff  
Joey D. Hane  
Owner(s) of 3 Lot(s)

Adalberto Justo  
Adalberto Justo  
Owner(s) of 1 Lot(s)

Adalberto Justo  
Adalberto Justo  
Owner(s) of 1 Lot(s)

Cheri L. Cuel  
Cheri L. Cuel  
Owner(s) of 1 Lot(s)

Bob Park, Personal Representative  
Bob Park, Personal Representative  
Owner(s) of 2 Lot(s)

J. S. Fardah  
Lisaine M. Fardah  
Owner(s) of 1 Lot(s)

Owner(s) of     Lot(s)

Owner(s) of     Lot(s)

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008, by B. Jacqueline Webb, the President of Board of Williamsport Property Owners Association, Inc.

Pam Jeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 12, 2008, by Keith E. Kennedy and XXX, the owner(s) of 2 Lot(s).

A. Hey Ann  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
June 5, 2016

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008, by Elizabeth J. Hodge and James E. Hodge, the owner(s) of 3 Lot(s).

Pam Jeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

WPOA, Inc.



STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18,  
2008, by Jeanette B. Bracken and XX, the owner(s)  
of 2 Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18,  
2008, by Paul M. Haringer and Beth S. Haringer, the owner(s)  
of 1 Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18,  
2008, by Linda A. Sharp and [Signature], the owner(s)  
of 1 Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Kelly Smith and Gregory Smith, the owner(s) of 1  
Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Mr. Womack and Mr. Womack, the owner(s) of 1  
Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Candace Smith and Gregory Smith, the owner(s) of 1  
Lot(s).

Pam Ojeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Margaret P. Coker and Paul A. Coker the owner(s) of 1  
Lot(s).

Pam Jeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Nancy M. Seal and Arnold C. Seal the owner(s) of 5  
Lot(s).

Pam Jeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by Paul A. Coker and Jennifer C. Coker the owner(s) of 1  
Lot(s).

Pam Jeter  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017



STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by [Signature] and [Signature], the owner(s) of \_\_\_\_\_  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by [Signature] and \_\_\_\_\_, the owner(s) of \_\_\_\_\_  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by David Rodriguez and Beneline Rodriguez, the owner(s) of \_\_\_\_\_  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3.21.2017

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 18, 2008,  
by [Signature] and [Signature], the owner(s) of 1  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3-21-2011

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 19, 2008,  
by [Signature] and XX, the owner(s) of 1  
Lot(s).

Bonnie H. Cagle  
Notary Public for South Carolina  
My Commission Expires: 4/16/17

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 23, 2008,  
by [Signature] and [Signature], the owner(s) of 2  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3-21-2011

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF PICKENS )

The foregoing instrument was acknowledged before me on March 29, 2008,  
by Stewart Bayle and Cathy Bayle, the owner(s) of 1  
Lot(s).

[Signature]

Notary Public for South Carolina

My Commission Expires: 1-24-2013

FLORIDA  
STATE OF ~~SOUTH CAROLINA~~ )

ACKNOWLEDGMENT

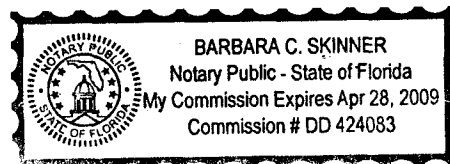
SARASOTA  
COUNTY OF ~~PICKENS~~ )

The foregoing instrument was acknowledged before me on March 24, 2008,  
by William A. Hoffer and Toni G. Marie, the owner(s) of 3  
Lot(s).

Barbara C. Skinner

Notary Public for South Carolina FL.

My Commission Expires: 4-28-09



STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF PICKENS )

The foregoing instrument was acknowledged before me on March 29, 2008,  
by Michael G. Foster and [Signature], the owner(s) of 1  
Lot(s).

[Signature]

Notary Public for South Carolina

My Commission Expires: 1-24-2013

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 29, 2008,  
by for H.B. Adale Trust and X, the owner(s) of 1  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 7-27-2013

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 31, 2008,  
by Cheri A. Cook and X, the owner(s) of 1  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 7-24-2013

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 31, 2008,  
by Bob Adams, Personal Representative and X, the owner(s) of 1  
Lot(s).

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 7-13-2009

WPOA, Inc.



STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on March 31, 2008,  
by Gregory S. Fandrich and Lisanne M. Fandrich, the owner(s) of 1  
Lot(s).

Paula C. Kay  
Notary Public for South Carolina  
My Commission Expires: May 5, 2016

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2008,  
by \_\_\_\_\_ and \_\_\_\_\_, the owner(s) of \_\_\_\_\_  
Lot(s).

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2008,  
by \_\_\_\_\_ and \_\_\_\_\_, the owner(s) of \_\_\_\_\_  
Lot(s).

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WPOA, Inc.