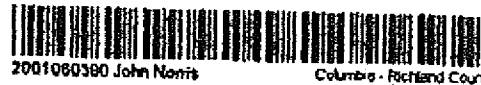


Book 00548-2966

2001060380 07/31/2001 15 0140 35

Fee: \$19.00 County Tax: \$0.00 State Tax: \$0.00

Declaration of Coven



2001060380 John Norris

Columbia - Richland County

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS
ADDING**

**THE RIDGE
AT
WOODCREEK FARMS**

**THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT
PURSUANT TO THE SOUTH CAROLINA ARBITRATION ACT**

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **SUPPLEMENTAL DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS ADDING THE
 RIDGE AT WOODCREEK FARMS**

This SUPPLEMENTAL DECLARATION (sometimes, "The Ridge Declaration"), made as of the date on the signature page hereof by WOODCREEK DEVELOPMENT PARTNERSHIP ("WDP"), a South Carolina general partnership and THE RIDGE, LLC ("Ridge"), a South Carolina limited liability company (WDP and Ridge sometimes, collectively, the "Declarant").

WITNESSETH:

WHEREAS, Ridge is the owner of certain property located in the County of Richland, State of South Carolina, as shown on a Bonded Plat of The Ridge at Woodcreek Farms, Area D-5 prepared by United Design Services, Inc., dated June 15, 2001, revised July 23, 2001, recorded in the Office of the ROD for Richland County in Book 547, page 2195, and more fully described on Exhibit A attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Ridge is developing a gated residential subdivision on the Property known as "The Ridge at Woodcreek Farms"; and

WHEREAS, Ridge desires that the Property be made a part of a master planned unit development known as Woodcreek Farms and be annexed into and made subject to (i) the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms recorded in the Office of the Register of Deeds for Richland County on September 4, 1996 in Book D-1336, page 800, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms recorded on September 27, 1996 in Book D-1340, page 727, and the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on July 31, 2001 in Book 548, page 2874, and (ii) the Supplemental Declaration recorded on September 4, 1996 in Book D-1336, page 791, as amended by the First Amendment to Supplemental Declaration recorded on July 31, 2001 in Book 548, page 2881, (collectively, as amended and supplemented, the "Woodcreek Farms Declaration"); and

WHEREAS, Declarant desires to designate the Property as a Neighborhood and certain parcels located within the Property as Exclusive Common Area as those terms are defined in the Woodcreek Farms Declaration and to subject the Property to this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the Woodcreek Farms Declaration and to following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of the Property as a planned development and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part of the Property.

ARTICLE 1

DEFINITIONS

All defined terms herein shall have the same meaning as set forth in the Woodcreek Farms Declaration unless otherwise defined herein. The following definitions are included in this Supplemental Declaration:

1.1 "Boat Ramp Access Easement" shall mean that the easement granted solely for the benefit of all Owners of Units in The Ridge Neighborhood as more fully described in Section 8.5 below.

1.2 "Declarant" shall mean the collective reference to Woodcreek Development Partnership, a South Carolina general partnership, and The Ridge, LLC, a South Carolina limited liability company, or such successor-in-title to Woodcreek Development Partnership or The Ridge, LLC, or to all or some portion of the property then subjected to the Ridge Declaration, provided that in the instrument of conveyance to any successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance.

1.3 "Plat" means the Bonded Plat of The Ridge at Woodcreek Farms, Area D-5, prepared by United Design Services, Inc., dated June 15, 2001, revised July 23, 2001, and recorded in the Office of the Register of Deeds for Richland County in Book 547, page 2195, and the final plat or any future recorded plat of the Property.

1.4 "Property" shall mean that certain real property hereinabove described, and such additions thereto, if any, as may hereafter be brought within the control of the Ridge Declaration.

1.5 "The Ridge Neighborhood" shall mean the Neighborhood containing the Property created by this Supplemental Declaration.

1.6 "Roadway System" shall mean the collective reference to (i) all streets and roads located in The Ridge Neighborhood (*i.e.*, "Beaver Ridge Drive" and "Beaver Ridge Court" and sometimes collectively referred to as the "Streets"); (ii) the islands located in the cul-de-sacs of the Streets; the entranceway and gate to the Property located on Beaver Ridge Drive; (iii) the entrance gate and street lighting; (iv) the landscaping; (v) the landscaping lighting; (v) irrigation and utilities; and (vi) the Boat Ramp Access Easement.

ARTICLE 2

WOODCREEK FARMS DECLARATION

2.1 Annexation of the Property. In accordance with Section 7.1 of the Woodcreek Farms Declaration, WDP hereby annexes the Property for the purpose of subjecting the Property to the provisions of said Declaration. Ridge hereby consents to this annexation of the Property.

2.2 Application of Master Declaration. All terms, conditions and provisions of the Woodcreek Farms Declaration shall apply and govern the Property, specifically including, the arbitration provisions of Article 14; provided, however, to the extent the terms of The Ridge Declaration are inconsistent in any manner with the terms of the Woodcreek Farms Declaration, the terms of The Ridge Declaration shall control.

ARTICLE 3

PROPERTY RIGHTS

3.1 Roadway System as Exclusive Common Area. Declarant hereby designates the Roadway System of The Ridge Neighborhood as Exclusive Common Area in accordance with Section 2.2 of the Woodcreek Farms Declaration, which is reserved for the exclusive use and primary benefit of the Owners and occupants of the Units comprising The Ridge Neighborhood. Every Owner of Units in The Ridge Neighborhood shall have a right and nonexclusive easement of use, access and enjoyment to the Road System which is appurtenant to the title to each such Unit. The Streets are private roads and the Roadway System as shown on the Plat shall be maintained by the Owners of the Units as part of the Neighborhood Assessment hereinafter set forth. Ridge shall maintain the

Roadway System until such time as Ridge conveys the Roadway System to the Association. Upon such conveyance, the Association shall coordinate the maintenance of the Roadway System and shall pay for such maintenance of the Roadway System from the Neighborhood Assessment.

3.2 Woodcreek Farms Common Area Parcel. Declarant hereby designates a thirty (30') foot wide parcel adjacent to Woodcreek Farms Road shown on the Plat as Common Area. At some time in the future, Ridge shall convey this parcel to the Association. The Association shall coordinate the maintenance of this parcel and shall pay for such maintenance from the General Assessments as part of the Common Expenses of the Master Plan.

ARTICLE 4

THE RIDGE NEIGHBORHOOD

4.1 Creation of Neighborhood. Pursuant to Section 3.3 of the Woodcreek Farms Declaration, Declarant hereby establishes a Neighborhood known as "The Ridge at Woodcreek Farms" within the Master Plan comprised solely of the Property.

4.2 Membership and Voting Rights. Every Owner shall be a Class "A" Member of the Association and there is no separate Neighborhood Association formed at this time. Membership and Voting Rights shall be governed by Article 3 of the Woodcreek Farms Declaration.

ARTICLE 5

NEIGHBORHOOD ASSESSMENTS

5.1 General Assessment Obligations. Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association and each Owner shall otherwise be subjected to the assessments set forth in Article 8 of the Woodcreek Farms Declaration.

5.2 Creation and Purpose of Neighborhood Assessment. The Owners of Units within The Ridge Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring the portions of the Roadway System and any other area of responsibility which is common to all Owners of Units within The Ridge Neighborhood. The Neighborhood Assessment shall be in addition to all other assessments levied by the Association and shall be used exclusively to maintain and insure the Roadway System and other improvements and area of common responsibility within the Property and for operating and other expenses of the Association relating specifically to The Ridge Neighborhood.

5.3 Computation of Neighborhood Assessments. The Neighborhood Assessment shall be computed in accordance with the provisions of Section 8.4 of the Woodcreek Farms Declaration and such expenses shall be allocated equally among all Units within The Ridge Neighborhood.

5.4 Special Assessments. Special Assessments may be assessed as and when necessary for maintenance of the Roadway System and such other matters as may be reasonably necessary for the operation and maintenance of The Ridge Neighborhood, in accordance with the provisions of Section 8.6 of the Woodcreek Declaration.

ARTICLE 6

ARCHITECTURAL STANDARDS

6.1 Architectural Review Approval. The structures and improvements placed, erected or installed upon any Unit of The Ridge Neighborhood shall be governed by the terms and conditions of Article 9 of the Woodcreek Farms Declaration.

ARTICLE 7

NEIGHBORHOOD USE RESTRICTIONS AND RULES

In accordance with Section 7.4 of the Woodcreek Farms Declaration, and in addition to the restrictions and rules set forth in Article 10 of the said Declaration, Declarant does hereby impose upon the Property the following additional conditions and restrictions for the purpose of protecting the Property as a residential development:

7.1 Building Location; Setbacks and Building Lines. The location of all structures on each Unit of The Ridge Neighborhood shall be subject to the approval of the Architectural Control Committee; provided, however, no structure shall be erected on any Unit closer than fifty (50') feet from the front property line, twenty-five (25') feet from the side property lines, and one hundred (100') feet from the rear property line. No structure shall encroach upon the easement areas reserved by Declarant as set forth in The Ridge Declaration without the prior written approval of the Architectural Control Committee.

7.2 Minimum Size of Residences. Any residential dwelling constructed on Lots 4 through 12, inclusive, as shown on the Plat, must contain a minimum of 4,500 heated square feet. Any residential dwelling constructed on Lots 1, 2, 3 and 13 through 18, inclusive, as shown on the Plat must contain a minimum of 3,500 heated square feet.

7.3 "As-Is" Condition; Drainage Easement Areas. Units are conveyed by Ridge in an "as-is" condition. Drainage easements appearing on the Plat shall be maintained by the Owner(s) of those Units affected in a satisfactory and sanitary manner. Owners may place any landscaping or non-structural improvements in such drainage easements provided such improvements shall in no way alter or otherwise hinder the proper removal of surface water through the Property.

7.4 Building Attachments; Temporary Structure. No satellite dish or freestanding antenna can be placed on any Unit such that it can be visible from a street. No temporary structure of any kind shall be erected, kept, had or allowed at any time on any Unit except during the time of construction of permanent improvements on the Units.

7.5 Controlled Access to The Ridge Neighborhood. The Owners, in accepting title to property conveyed subject to the covenants and restrictions of this Supplemental Declaration, waive all rights of uncontrolled and unlimited egress and ingress to such property (and waive such rights for any person claiming entry rights by virtue of any relationship or permission of such Owners and successors-in-title) and agree that such ingress and egress to such Owners' property may be limited to roads built by the Declarant.

7.6 Control of Roadway System. Declarant reserves the right for Declarant and Declarant's successors and assigns to (i) maintain gates controlling access to private roads; (ii) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of the Roadway System; and (iii) limit access to the Property to Declarant, Owners, lessees or tenants, and their guests and invitees. When the Roadway

System is conveyed to the Association as herein provided the aforesaid rights and the rights reserved in Section 7.7 below may be assigned to the Association.

7.7 Private Streets and Roadways. In order to provide for safe and effective regulation of traffic, Declarant (for Declarant and the Association) reserves the right to file with the Register of Deeds the appropriate consent documents making the Uniform Act Regulating Traffic on Highways of South Carolina (Chapter V, Title 56 of the Code of Laws of South Carolina, 1976) applicable to all of the private Streets within The Ridge Neighborhood. Moreover, Declarant may promulgate from time to time additional parking and traffic regulations which shall supplement the above-mentioned State regulations as they relate to conduct on, over and about the private streets and roadways in The Ridge Neighborhood. These supplemental regulations shall initially include but shall not be limited to those set out hereinafter, and Declarant reserves the right to adopt additional regulations or to modify previously promulgated regulations from time to time and to make such adoption or modification effective thirty (30) days after mailing notice of same to record Owners of all Units within The Ridge Neighborhood as of January 1 of the year in which such regulations are promulgated:

(a) No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the roads and streets within The Ridge Neighborhood, unless they are street legal, are in compliance with all South Carolina vehicle licensing laws, are operated by licensed drivers and are not operated in a manner constituting an offensive or noxious activity; and

(b) Declarant, or the Association after title to the streets and roadways has passed to it from the Declarant, may post "no parking" signs along the streets and roadways within The Ridge Neighborhood where it, in its sole discretion, determines appropriate to do so. Violators of said "no parking" signs are subject to having their vehicles towed away and shall be required to pay the cost of such towing and storage before their vehicle may be recovered. The act of towing said vehicle shall not be deemed a trespass or a violation of the Owners' property rights, because the Owner shall be deemed to have consented to such action by accepting the right to use the roads and streets within The Ridge Neighborhood.

7.8 Subdivision of The Ridge Neighborhood Unit. Subdivision of a Unit and changes to boundary lines of a Unit located within The Ridge Neighborhood shall be specifically governed by Section 10.15 of the Woodcreek Farms Declaration; provided, however, Declarant hereby agrees to permit the joint property lines of Lots 8 and 9 and Lots 12 and 13 as shown on the Plat [which Unit boundaries share the common border of fifteen foot (15') drainage easements (the "Drainage Easements")] to be shifted within the width of the Drainage Easements as the Owners of such individual Units may subsequently agree to accommodate the ownership of any improvements such Owners may make within the Drainage Easements; provided, further, that any improvements by the Owners of Lots 12 and 13 shall not interfere with the use rights granted to all Owners by the Boat Ramp Access Easement.

7.9 Landscape Buffer Areas. Declarant hereby establishes and creates a buffer area affecting Lots 1, 2, 3, 4 and 18 varying in width from twenty feet (20') to twenty-five feet (25') as shown on the Plat which shall be used by an Owner for landscape purposes only. No other use of the buffer area shall be permitted without the express prior consent of Declarant, and thereafter, by the Association.

ARTICLE 8

EASEMENTS

In accordance with Section 7.4 of the Woodcreek Farms Declaration, and in addition to the easements reserved and set forth as Article 11 of said Declaration, Declarant does hereby reserve and create the following easements:

8.1 General Easements. Exclusive easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. A general easement for the aforesaid purposes is also reserved over all Common Areas and Exclusive Common Areas. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Unit and all improvements on it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or utility company is responsible. This general easement shall in no way affect, avoid, extinguish or modify any other recorded easements on the Property. The easements set forth herein are reserved solely for Ridge and such utility companies and authorities as Ridge may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Ridge in its sole discretion. Such easement rights shall automatically be transferred to the Association when Ridge conveys the last Unit in The Ridge Neighborhood.

8.2 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or person to enter upon all streets and upon the Property in the proper performance of their respective duties.

8.3 Easement for Access to Public Road. WDP, as the owner of the property on which Woodcreek Ridge Drive has been constructed, intends to dedicate such property and improvements as a public right-of-way to Richland County, South Carolina. Until such time as the formal dedication of Woodcreek Ridge Drive occurs, every Owner of a Unit in The Ridge Neighborhood shall have the right and nonexclusive easement of access, ingress and egress over, and of enjoyment in and to Woodcreek Ridge Drive as shown on the Plat which shall be appurtenant to and pass with title to Units of The Ridge Neighborhood. Upon the dedication of Woodcreek Ridge Drive, this easement shall terminate without further action by Declarant or the Owners.

8.4 Spillway / Lake Easements. Declarant hereby reserves an exclusive easement for the benefit of Declarant and the Association located generally over those portions of Lots 12 and 13 designated on the Plat as "Spillway" for drainage water overflow, for access to and from the lakes and spillways, and for maintenance of the lakes and spillways, that Declarant, in its sole discretion, deems necessary and appropriate.

8.5 Boat Ramp Access Easement. Ridge, as the owner of the Property, and WDP, as the owner of adjacent property east of Lot 12 as shown on the Plat, hereby declare, grant, establish, bargain, sell and convey for common use by all Owners of Units in The Ridge Neighborhood (but only Owners of Units in The Ridge Neighborhood) an non-exclusive permanent and perpetual easement, fifteen feet (15') in width, for pedestrian and bicycle access, ingress and egress to and from the dam and boat ramp located at the eastern end of Lower Beaver Lake. The location of Boat Ramp Access Easement generally extends from the end of Beaver Lake Drive onto portions of the "15' Drainage Easement" on the common boundary line of Lot 12 and Lot 13 and the "15' Sewer Line Esm't" located in the rear of Lot 12 and continues onto adjacent property owned by WDP to the dam and boat ramp, all as generally shown on Exhibit B attached hereto and incorporated by this reference.

ARTICLE 9

LAKE PARCELS

9.1 Lake Parcels. The Property subject to The Ridge Declaration is a Lake Parcel as more fully described in that certain Supplemental Declaration recorded in Book D-1336, page 791, as amended (the "Lake Parcels Declaration"). The Ridge Neighborhood is specifically subject to the terms and conditions of the Lake Parcels Declaration.

ARTICLE 10**GENERAL PROVISIONS**

10.1 **Applicable Law.** The law of the State of South Carolina shall govern the interpretation of this Declaration.

10.2 **Severability.** If any term or provision of this Declaration or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable.

10.3 **Number and Gender.** Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

10.4 **Captions.** The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

10.5 **Assignment of Declarant Rights.** Declarant may assign all or any part of its rights hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Office of the Register of Deeds (or its successor) for Richland County, South Carolina.

10.6 **Annexation.** Declarant may, as a condition of obtaining water service for The Ridge Neighborhood from the City of Columbia, execute an agreement that The Ridge Neighborhood will be annexed into the City of Columbia if the City ever becomes contiguous to The Ridge. All Owners consent to and shall be bound by any such agreement.

10.7 **Amendment.** Notwithstanding the provisions of Section 2.2 above, the amendment provisions of Section 16.2 of the Woodcreek Farms Declaration shall govern and control the Ridge Declaration; provided, however, so long as Ridge owns any Unit in The Ridge Neighborhood, no amendment shall be effective without Ridge's written consent. Notwithstanding the above, the Ridge Declaration may be amended only with the affirmative vote or written consent, or any combination thereof, of 67% percent of the Owners of Units in The Ridge Neighborhood if such amendment would affect Articles 3, 6 or 7 of the Ridge Declaration.

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SIGNATURE PAGES FOLLOW]**

SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
THE RIDGE AT WOODCREEK FARMS

IN WITNESS WHEREOF, Woodcreek Development Partnership hereto has by its duly authorized partner, set its hand and seal this 31st day of July, 2001.

WITNESSES:

WOODCREEK DEVELOPMENT PARTNERSHIP

By: Estate of Mary H. Manning

Mary H. Manning
1st Witness
Charles F. Cooper
2nd Witness

By: C. Heath Manning [SEAL]
C. Heath Manning, Personal Representative
Title: Partner and Responsible Representative

By: Woodcreek Properties Partnership

Mary H. Manning
1st Witness
Charles F. Cooper
2nd Witness

By: Edwin H. Cooper, Jr. [SEAL]
Edwin H. Cooper, Jr.
Title: Partner and Responsible Representative

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF RICHLAND)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Woodcreek Development Partnership, by its Partners and Responsible Representatives, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 31st day
of July, 2001.

Charles F. Cooper
Notary Public for South Carolina
My commission expires: 4-29-2007

Mary H. Manning
1st Witness

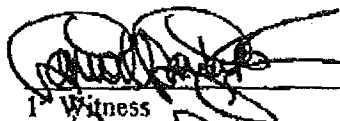
SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
THE RIDGE AT WOODCREEK FARMS


IN WITNESS WHEREOF, The Ridge, LLC hereto has by its duly authorized manager, set its hand and seal this 31st day of July, 2001.

WITNESSES:

THE RIDGE, LLC

By: HVP3, LLC, MANAGER



1st Witness


2nd Witness

By: 


Harold V. Pickrel, III, Sole Member [SEAL]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named The Ridge, LLC, by its Manager, sign, seal and as its act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 31st day
of July, 2001.



Notary Public for South Carolina
My commission expires: 3/31/05



1st Witness

EXHIBIT A**Property Description**

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS of land, together with improvements thereon, if any, situate, lying and being located in the County of Richland, State of South Carolina, shown and designated on a Bonded Plat of The Ridge at Woodcreek Farms, Area D-5 prepared by United Design Services, Inc., dated June 15, 2000, revised July 23, 2001 (the "Bonded Plat") recorded in the Office of the Register of Deeds for Richland County in Book 547, page 2195, as follows:

(i) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 (being the individual Units in The Ridge Neighborhood);

(ii) the fifty foot (50') right-of-way entitled "Beaver Ridge Court";

(iii) the fifty foot (50') right-of-way entitled "Beaver Ridge Drive"; and

(iv) Common Area Parcel (0.554).

The Bonded Plat is hereby incorporated by reference for a more complete description of the Property.

Derivation: This being a portion of the property conveyed to Grantor by the following deeds: (1) Deed of Woodcreek Development Partnership recorded 3/2/01 in Book 489, page 2805; (ii) Deed of Gail L. Bunch recorded 3/2/01 in Book 489, page 2793; (iii) Deed of W. Lucas LaFaye, Jr. recorded 3/2/01 in Book 489, page 2801; (iv) Deed of Shelvie Burnside Belser-Tarrant Trustee under the Irrevocable Trust Agreement of Guy M. Tarrant, Jr. recorded 3/2/01 in Book 489, page 2803; (v) Quitclaim Deed of Guy M. Tarrant, Jr. to The Ridge, LLC recorded 5/31/01 in Book 524, page 1831; (vi) Quitclaim Deed of Shelvie Burnside Belser-Tarrant, Trustee under the Irrevocable Trust Agreement of Guy M. Tarrant, Jr. to The Ridge, LLC recorded 5/31/01 in Book 524, page 1827; (vii) Quitclaim Deed of Gail L. Bunch to The Ridge, LLC recorded 5/31/01 in Book 524, page 1820; (viii) Quitclaim Deed of W. Lucas Lafaye, Jr. to The Ridge, LLC recorded 5/31/01 in Book 524, page 1824; and (ix) Quitclaim Deed of Richland County, South Carolina to The Ridge, LLC recorded 5/31/01 in Book 524, page 1816.

TMS#: Portions of 28800-01-01 and 28900-03-07

TO WOODCREEK
BY QUITCLAIM D
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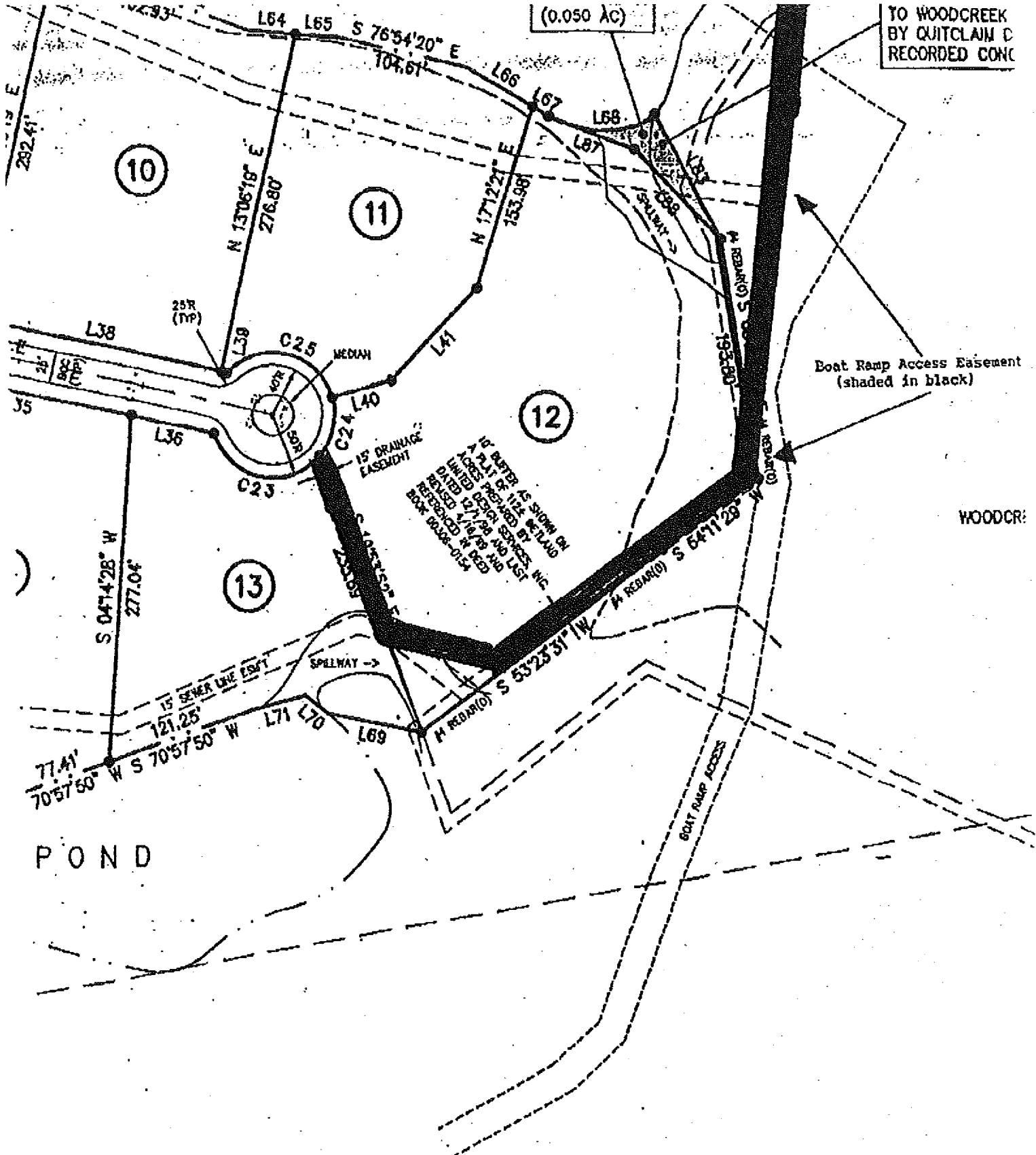


EXHIBIT B

SUBORDINATION AND CONSENT OF LIENHOLDER

Mortgage: Book 489, page 2810

National Bank of South Carolina ("Lender"), as mortgagee of that certain Mortgage and Security Agreement in the original principal amount of \$800,000.00 dated March 1, 2001 and recorded on March 2, 2001 in Book 489, page 2810 (the "Mortgage"), does hereby subordinate the lien of the Mortgage, and consents to, approves, and acknowledges the execution, delivery and recording of the foregoing Supplemental Declaration (the "Supplemental Declaration") granted by the owners of the property described in the Declaration and recorded simultaneously herewith in the Richland County ROD Office. Lender does further agree that if it shall ever succeed to title in and to the property affected by the Supplemental Declaration whether by way of foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights, privileges and easements created by and through the Supplemental Declaration and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights, privileges and easement. This consent shall inure to the benefit of Declarant and the subsequent owners of property subject to the Supplemental Declaration, and their successors and assigns, and shall be binding upon the undersigned, and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed and sealed this Subordination and Consent this 31 day of July, 2001.

IN THE PRESENCE OF:

NATIONAL BANK OF SOUTH CAROLINA

Jane Rich
1st Witness

By: Jessie C. Ford
Print Name: Jessie C. Ford
Title: Vice President

Danna R. Brown
2nd Witness

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named National Bank of South Carolina by its authorized officer, sign, seal and, as its act and deed, deliver the within-written document for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 31 day
of July, 2001.

Danna R. Brown
Notary Public for South Carolina
My commission expires: 6/6/06

Jane Rich
1st Witness