

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

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

WITNESSETH:

WHEREAS, Ridge II is the owner of certain property located in the County of Richland, State of South Carolina, as shown on a Bonded Plat of Southridge at Woodcreek Farms, Lots 1 - 37, prepared by United Design Services, Inc., dated December 17, 2002, revised April 28, 2003, recorded in the Office of the ROD for Richland County in Book 806, page 2461, and more fully described on Exhibit A attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Ridge II is developing a gated residential subdivision on the Property known as "Southridge"; and

WHEREAS, Ridge II 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, the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded on July 31, 2001 in Book 548, page 2874, and the Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded on _____ in Book _____, page _____, 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 "Declarant" shall mean the collective reference to Woodcreek Development Partnership, a South Carolina general partnership, and The Ridge II, LLC, a South Carolina limited liability company, or such successor-in-title to Woodcreek Development Partnership or The Ridge II, LLC, or to all or some portion of the property then subjected to the Ridge II 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.

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Declaration of Coven



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Richland County ROD

1.2 "Plat" means the Bonded Plat of Southridge at Woodcreek Farms, Lots 1 - 37, prepared by United Design Services, Inc., dated December 17, 2002, revised April 28, 2003, recorded in the Office of the ROD for Richland County in Book 806, page 2461, and the final plat or any future recorded plat of the Property.

1.3 "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 II Declaration.

1.4 "Southridge 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 Southridge Neighborhood (ie: Southridge Way, Southridge Drive and Southridge Court 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 o Southridge Way; (iii) the entrance gate and street lighting; (iv) the landscaping; (v) the landscaping lighting; and (v) irrigation and utilities.

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 II 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 II Declaration are inconsistent in any manner with the terms of the Woodcreek Farms Declaration, the terms of The Ridge II Declaration shall control.

ARTICLE 3

PROPERTY RIGHTS

3.1 Roadway System as Exclusive Common Area. Declarant hereby designates the Roadway System of Southridge 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 Southridge Neighborhood. Every Owner of Units in the Southridge 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 II shall maintain the Roadway System until such time as Ridge II 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.

ARTICLE 4

SOUTHRIDGE NEIGHBORHOOD

4.1 Creation of Neighborhood. Pursuant to Section 3.3 of the Woodcreek Farms Declaration, Declarant hereby establishes a Neighborhood known as "Southridge" 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge Neighborhood shall be subject to the approval of the Architectural Control Committee. No structure shall encroach upon the easement areas reserved by Declarant as set forth in The Ridge II Declaration without the prior written approval of the Architectural Control Committee.

7.2 Minimum Size of Residences. Any residential dwelling constructed on the pond being Lots 15 through 20 inclusive (also known as the "Pond Lots"), as shown on the Plat, must contain a minimum of 3,500 heated square feet. Any residential dwelling constructed on Lots 1 through 14 and 21 through 37, (also known as the "Off Pond Lots") as shown on the Plat must contain a minimum of 3,000 heated square feet.

7.3 "As-Is" Condition: Drainage Easement Areas. Units are conveyed by Ridge II 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge 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 Southridge Neighborhood.

7.8 Landscape Buffer Areas. Declarant hereby establishes and creates a buffer area affecting Lots 1, 24, 25, 28, 29 and 37 of twenty-five feet (25') in width which shall be used by an Owner in accord with Section 10.11(d) of the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms.

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 II and such utility companies and authorities as Ridge II may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Ridge II in its sole discretion. Such easement rights shall automatically be transferred to the Association when Ridge II conveys the last Unit in Southridge 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. Ridge II, 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 the City of Columbia, South Carolina. Until such time as the formal dedication of Woodcreek Ridge Drive occurs, every Owner of a Unit in Southridge 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 Southridge Neighborhood. Upon the dedication of Woodcreek Ridge Drive, this easement shall terminate without further action by Declarant or the Owners.

ARTICLE 9

EXCLUSIVE COMMON AREAS

9.1 Pond Parcels. The pond within Southridge Neighborhood shall be designated as an Exclusive Common Area for the use of the property owners in the Ridge Neighborhood and Southridge Neighborhood that front on said pond, pursuant to and as defined in Section 2.2 of the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms. Only those lots which front on the Pond shall have use of the Pond unless this restriction is changed by the said lot owners fronting on said pond in accordance with Section 2.2 of the Declaration of Covenants, Conditions and Restrictions for Woodcreek Farms.

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 Southridge Neighborhood from the City of Columbia, execute an agreement that Southridge Neighborhood will be annexed into the City of Columbia if the City ever becomes contiguous to The Ridge II. 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 II Declaration; provided, however, so long as Ridge II owns any Unit in Southridge Neighborhood, no amendment shall be effective without Ridge II's written consent. Notwithstanding the above, the Ridge II 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 Southridge Neighborhood if such amendment would affect Articles 3, 6 or 7 of the Ridge II Declaration.

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SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
SOUTHRIDGE

IN WITNESS WHEREOF, Woodcreek Development Partnership hereto has by its duly authorized partner, set its hand and seal this 25 day of July, 2003.

WITNESSES:

WOODCREEK DEVELOPMENT PARTNERSHIP

By: Estate of Mary H. Manning

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

Mary H. Manning
1st Witness
[Signature]
2nd Witness

By: Woodcreek Properties Partnership

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

Mary H. Manning
1st Witness
[Signature]
2nd Witness

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 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 25 day
of July, 2003.

[Signature]
Notary Public for South Carolina
My commission expires:

Mary H. Manning
1st Witness

SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
Southridge

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

WITNESSES:

THE RIDGE II, LLC

By: Centerline Development, LLC



1st Witness

By: 

Harold V. Pickrel, III, Member/Manager



2nd Witness

STATE OF SOUTH CAROLINA)

PROBATE


COUNTY OF RICHLAND)

[SEAL]

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named The Ridge II, 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 14 day
of July, 2001.


Notary Public for South Carolina


1st Witness

My commission expires: 6/17/2008

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 as Parcels A-1, A-2, and A-3, containing approximately 30.58 acres, and B-1 and B-2, containing approximately 1.47 acres, on a Plat prepared for The Ridge II, LLC by United Design Services, Inc. dated June 3, 2002, recorded in the Office of the Register of Deeds for Richland County in Record Book 696, page 2072, and also shown on Bonded Plat of Woodcreek Farms Development "Southridge" by United Design Services, Inc. dated December 17, 2002, last revised April 25, 2003, recorded in the Office of the Register of Deeds for Richland County on June 13, 2003 in Record Book 806 at page 2461, said Plats being hereby incorporated by reference for a more complete description of the Property.

