

TPGL 9391635v2

CONTINUE AFTER THE DECLARANT NO LONGER OWNS ANY OF THE NEIGHBORHOOD.

WITNESSETH:

WHEREAS, Declarant is the Master Developer of the planned unit development known as Woodcreek Farms ("Woodcreek Farms") located in the County of Richland, State of South Carolina; and

WHEREAS, Executive is the owner of approximately 25.85 acres located near the City of Columbia in the County of Richland, State of South Carolina, shown as Area B3 (25.85 Acres) on a plat of Areas B-2 & B-3 prepared for Woodcreek Development, LLC by United Design Services, Inc. dated October 29, 2012 and recorded in the Office of the ROD for Richland County in Book 1820, page 529, as more fully described on Exhibit A attached hereto and incorporated by reference (the "Northwoods Villas Property"); and

WHEREAS, Executive is developing Phases 1 and 2 of a residential subdivision within Woodcreek Farms known as "Northwoods Villas" on the Northwoods Villas Property; and

WHEREAS, Declarant and Executive desire that the Northwoods Villas Property be made a part of Woodcreek Farms and be annexed into and made subject to 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 Record Book 548, page 2874, the Amendment to Declaration of Covenants, Conditions and Restriction for Woodcreek Farms dated May 5, 2010 and recorded on September 17, 2010 in Book 1632, page 1584 and the Amendment to Declaration of Covenants, Conditions and Restriction for Woodcreek Farms dated December 29, 2017 and recorded in Book 2272, page 2755; as supplemented by RB-548/2966 – Supplemental Declaration adding The Ridge, RB-730/328 – Supplemental Declaration adding Woodcreek Farms Village, RB-820/1499 – Supplemental Declaration adding Southridge at Woodcreek Farms; RB-982/2162 – Supplemental Declaration adding Woodcreek Farms Village Phase 1-A, RB-1277/80 – Supplemental Declaration adding Woodcreek Farms Village Phase 2A, RB-1061/3730 – Supplemental Declaration adding Beaver Park, RB-1942/2983 – Supplemental Declaration adding The Courtyards at Woodcreek, RB- 2167/3312 – Supplemental Declaration adding Clubridge B-5 at Woodcreek Farms, and RB 2276/1923 – Supplemental Declaration adding Northside at Woodcreek (collectively, as amended and supplemented, the "Woodcreek Farms Declaration"); and

WHEREAS, Declarant desires to designate the Northwoods Villas Property as a Neighborhood as the term is defined in the Woodcreek Farms Declaration, and to subject the Northwoods Villas Property to this Supplemental Declaration and impose the additional restrictions herein on such property.

NOW, THEREFORE, Declarant hereby declares that the Northwoods Villas Property shall be held, sold and conveyed subject to the Woodcreek Farms Declaration and to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the

value and desirability of the Northwoods Villas Property as a planned development, and which shall run with the land and be binding on all parties having any right, title or interest in Northwoods Villas Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant until such time as one-hundred (100%) percent of the Units in the Neighborhood have certificates of occupancy issued notices and have been conveyed to Owners other than Builders holding title for purposes of development and sale, and thereafter to the Woodcreek Farms Homeowner's Association (the "Association").

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 terms used in this Supplemental Declaration shall have the following meanings:

1.1 "Common Elements" shall collectively mean and refer to all real property either owned by Declarant or the Association or shown on the various Plats of the Northwoods Villas Neighborhood recorded or to be recorded in the Office of the ROD for Richland County and designated thereon as "Common Area(s)" or "Common Elements" for the common use and enjoyment of the Owners of the Units in the Neighborhood, including all streets and roads in the Neighborhood.

1.2 "Declarant" shall mean Woodcreek Development, LLC, a South Carolina limited liability company, or such successor-in-title to Woodcreek Development, LLC, to all or some portion of the Northwoods Villas Property then subjected to the Supplemental Declaration, provided that in the instrument of conveyance to any successor-in-title, such successor-in-title is expressly designated as the "Declarant" thereunder at the time of such conveyance or any assignee of the Declarant's rights thereunder from Woodcreek Development, LLC or their successors-in-title.

1.3 "Governing Documents" shall have the meaning set out in the Woodcreek Farms Declaration.

1.4 "Neighborhood" shall mean the Northwoods Villas Property, and such other property, if any, as may hereafter be brought within the control of this Supplemental Declaration.

1.5 "Neighborhood Regulations" shall mean and refer to the guidelines, rules, policies, regulations, and procedures applicable to the Neighborhood, including, but not limited to, the Design Guidelines and builder building requirements, adopted by the Board of Directors of the Association (sometimes, "Board") or the Architectural Control Committee for the Neighborhood.

1.6 "Plat" means the plat of Areas B-2 & B-3 prepared for Woodcreek Development, LLC by United Design Services, Inc. dated October 29, 2012 and recorded in the Office of the ROD for Richland County in Book 1820, page 529, and any other plat showing Northwoods Villas Property that is added to this Declaration, including the bonded plat of Eastwood Villas (n/k/a Northwoods Villas) at Woodcreek Farms – Phase A prepared by Belter & Associates, Inc. dated December 6, 2018, last revised February 15, 2019, and recorded in Book 2375, page 911, in the aforesaid office.

ARTICLE 2
NORTHWOODS VILLAS AT WOODCREEK FARMS DECLARATION

2.1 Annexation of Northwoods Villas Property. In accordance with Section 7.1 of the Woodcreek Farms Declaration, Woodcreek hereby annexes the Northwoods Villas Property for the purpose of subjecting the Northwoods Villas Property to the provisions of said Declaration. Executive Construction Homes, LLC hereby consents to this annexation of the Northwoods Villas Property.

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

2.3 Amendments to Governing Documents and Neighborhood Regulations. The use of the Neighborhood is and shall be subject to the Governing Documents and Neighborhood Regulations in effect from time to time. In addition to any right of the Declarant to amend the Governing Documents as set out in Section 10.7 herein, the Board of Directors, may from time to time adopt, amend, change, modify or eliminate any Neighborhood Regulations and may waive any violation of the Governing Documents and Neighborhood Regulations in their sole discretion and without notice to the Unit Owners. Until the termination of Declarant's Class "B" Membership, the Declarant may, in its sole discretion, veto any modification to the Governing Documents and Neighborhood Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Governing Documents and Neighborhood Regulations; and require the Association to enforce and implement any provision of the Governing Documents and Neighborhood Regulations. The Governing Documents and Neighborhood Regulations may apply to the entire Neighborhood or to portions of the Neighborhood. Except as otherwise specifically set forth herein, the rules, regulations and Neighborhood Regulations and/or Design Guidelines adopted by the Declarant, the Architectural Control Committee or the Board of Directors may modify the use rights and restrictions set forth in this Supplemental Declaration and may be more or less restrictive than required by applicable law; provided, however, that each Owner shall at all times be required to comply with applicable law in addition to complying with this Supplemental Declaration, the Governing Documents and Neighborhood Regulations.

ARTICLE 3
PROPERTY RIGHTS

3.1 Common Elements. Subject to the terms of the Governing Documents and this Supplemental Declaration and the Neighborhood Regulations, all Common Elements located within the Northwoods Villas Property are reserved for the exclusive use and primary benefit of the Owners and occupants of the Units comprising the Northwoods Villas Neighborhood and as such, shall be designated as an Exclusive Common Area. Subject to the terms of the Governing Documents, this Supplemental Declaration and Neighborhood Regulations, every Owner of Units in the Northwoods Villas Neighborhood shall have a right and easement of use, access and enjoyment to the Common Elements, which run appurtenant to the title to each such Unit.

ARTICLE 4
NORTHWOODS VILLAS AT WOODCREEK FARMS NEIGHBORHOOD

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

4.2 Membership and Voting Rights. Every Owner, except the Declarant as long as it is a Class "B" member, in the Neighborhood 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 Neighborhood, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, 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 Neighborhood shall be responsible for paying, through Neighborhood Assessments, for the improvement and maintenance of the Common Elements and the Units, as further set out herein. Such Neighborhood Assessments shall fund the maintenance, repair, replacement and reconstruction of streets, roads, driveways, walks, parking areas and walking paths situated on the Common Elements; except where limited herein, the maintenance of landscaping on the Units and the Common Elements; any other maintenance of the Common Elements determined appropriate by the Board; the cost of management specifically provided to the Neighborhood, and the payment of taxes and public assessments, if any, assessed against the Common Elements. In addition, the assessments may be used for the procurement and maintenance of insurance in accordance with this Declaration; the employment of attorneys to represent the Association when necessary; the provision of adequate reserves for the providing of services and the replacement of capital improvements and any other major expense for which the Association is responsible. The Neighborhood Assessment shall be in addition to all other assessments levied by the Association and shall be used exclusively to maintain and insure such areas and other improvements and Area of Common Responsibility within the Neighborhood and for operating and other expenses of the Association relating specifically to the Neighborhood. The Board of Directors shall at all times be authorized to determine, in its sole discretion, what services, maintenance, repair and replacement are appropriate, necessary and required, the appropriate cost of such services, maintenance, repair and replacement, the vendors or contractors who will provide such services, maintenance, repair or replacement, the expected level of quality of such services, maintenance, repair or replacement and the timetable or schedule under which such services, maintenance, repair or replacement will be provided or occur. Neighborhood Assessments shall commence when the Association is to provide any sort of service, maintenance, repair or replacement responsibility.

5.3 Computation of Neighborhood Assessments and Maximum General Assessment. The Maximum General Assessment shall be computed in accordance with Section 8.3 of the Woodcreek Farms Declaration. Except as specifically addressed otherwise herein, 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 Neighborhood or conversely, in accordance with the cost of providing such services, maintenance, repair or replacement for a Unit Owner or for the benefit or benefits received or assumed to be or to have been received by the Unit Owner. Such determination of the cost, benefit or benefits received by or to be received by a Unit Owner shall at all times be made by the Board of the Association in its sole discretion. As a part of the Neighborhood Assessment, the Board may at its sole option, increase or decrease the amount of the Neighborhood Assessment for the Neighborhood or, in any budget period, levy an assessment to cover any projected shortfall in the cash flow of the Association relative specifically to the Association's responsibility to provide services, maintenance, replacement or repair, etc. for the Common Elements or the Units in the Neighborhood required hereunder or to provide for funding reserves or the cost of administration, insurance, management etc. authorized hereunder (hereinafter, a "Neighborhood Assessment for Budgetary Shortfall").

5.4 Special Assessment. In addition to the General Assessment, Neighborhood Assessments and Neighborhood Assessment for Budgetary Shortfall authorized herein and subject to the provisions of Section 8.6 of the Woodcreek Declaration, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements or the exterior Unit maintenance that is the responsibility of the Association. Declarant shall be exempt from the payment of any special assessments.

5.5 Specific Assessments. The Association through its Board, without the consent of the Owners, their mortgagees, or occupants shall have the power to levy Specific Assessments against a particular Unit or Units in the Neighborhood. Specific Assessments may or may not be uniform in nature and may be based upon the average cost incurred by the Association in providing these services for some or all Unit Owners or upon the cost of providing such services for that Unit Owner or upon the benefit perceived by the Board to be received by the Unit Owner. Without limiting the authority of the Association through its Board, to levy Specific Assessments for other purposes, Specific Assessments may be levied as follows:

- a. if not funded by the Neighborhood Assessment, a Neighborhood Assessment for Budgetary Shortfall or Special Assessment, to cover the costs, including overhead, management, reserves, and administrative costs, of providing services, maintenance, repairs and replacement for structures on a Common Element or for the portions of the Units that are the responsibility of the Association hereunder; the Association through its Board, may in its sole discretion and without the consent of the Owners, their mortgagees and occupants of the Units, from time to time authorize services to be provided to Owners of the Units; provided that such assessments may be levied in advance of the provision of the services as a deposit against charges to be incurred by the Association in providing such services to a Unit Owner(s) in the Northwoods Villas Property; and

- b. to cover costs incurred in bringing the Unit(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests, and their pets; provided however, the Association shall give the Unit Owner prior notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and
- c. to cover costs, actual and estimated expenses incurred or anticipated to be incurred by the Association with respect to the Common Elements in Northwoods Villas Property, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein; and
- d. to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents; provided however, the Board shall give prior notice to the Owners of Units in, or the Voting Delegate representing, Northwoods Villas Property and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

5.6 Reserves. The Association shall establish and maintain reserve funding for the periodic maintenance, repair, and replacement of improvements to the Common Elements and those other portions of the Northwoods Villas Property which the Association may be obligated to maintain. Such reserve fund is to be established out of the Neighborhood Assessments, Neighborhood Assessments for Budgetary Shortfall, Special and Specific Assessments. If such reserves are not sufficient to cover all of the cost of maintenance, repairs and replacement that are the responsibility of the Association hereunder, when the need arises and in order to fulfill such obligations, the Association through its Board may impose a Neighborhood Assessment for Budgetary Shortfall, a Special Assessment or a Specific Assessment as allowed hereunder.

5.7 Working Capital Contribution. In addition to any other capitalization requirement set out in the Declaration, at the sole option of the Board of Directors at the time that title to a Unit is transferred from builder who purchased the Unit from the Declarant or, where such Unit is owned by such builder, upon the Unit being leased for the first time and then, upon to event of any subsequent transfer of title, the Owner acquiring title to the Unit shall deposit with the Association a payment in a sum to be determined from time to time by the Board of Directors (hereinafter the "Working Capital Contribution") to provide for a working capital fund to assist the Association with its obligations to the Neighborhood and the Owners of Units therein. This initial Working Capital Contribution shall be Two Hundred Fifty Dollars (\$250.00) for each Unit, but the amount of the required contribution may be increased or decreased at the sole option of the Board. In the event that the amount of the required contribution is adjusted, there shall be no requirement that an adjustment be provided for Owners who had previously paid such contributions in a different amount. Such Working Capital Contribution shall in no way be considered an advance or prepayment of the General Assessment, Neighborhood Assessment, a Neighborhood Assessment for Budgetary Shortfall, a Special Assessment or a Specific Assessment and shall be used for the purposes as determined from time to time by the Board of Directors.

5.8 Lien. The Assessments shall be liens on the Units as set out in Section 8.8 of the Woodcreek Farms Declaration and the personal obligation of the Owners.

ARTICLE 6 ARCHITECTURAL STANDARDS

6.1 Architectural Review Approval. The structures and improvements placed, erected or installed upon any Unit of the Northwoods Villas 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 Neighborhood the following additional conditions and restrictions for the purpose of protecting the Neighborhood as a residential development:

7.1 Building Location; Setbacks and Building Lines.

- a. The location and setbacks of all structures within the Neighborhood shall be subject to the approval of the Architectural Control Committee.
- b. No structure shall encroach upon the easement areas reserved by Declarant as set forth in the Declaration or this Supplemental Declaration without the prior written approval of the Architectural Control Committee.

7.2 CONSTRUCTION IN ACCORDANCE WITH PLANS.

- a. **EXCEPT AS PROHIBITED BY LAW, INCLUDING WITHOUT LIMITATION 47 U.S.C. § 303 NT, AND RELATED FCC RULES, 47 CFR § 1.4000 (WHICH LIMITS, BUT DOES NOT ENTIRELY PROHIBIT, CONTROL BY THE ASSOCIATION OF THE SIZE AND LOCATION OF ANTENNAS AND SATELLITE DISHES), NO IMPROVEMENT SHALL BE CONSTRUCTED, ERECTED, MAINTAINED, STORED, PLACED, REPLACED, CHANGED, MODIFIED, ALTERED OR IMPROVED ON ANY UNIT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND ANY OTHER APPROPRIATE OWNER OR APPLICABLE GOVERNMENTAL ENTITY AND THE USE OF APPROVED IMPROVEMENTS SHALL COMPLY WITH THE REGULATIONS AND DESIGN GUIDELINES IN EFFECT FROM TIME TO TIME. NO CONSTRUCTION, RECONSTRUCTION, ERECTION, REPAIR, CHANGE, OR MODIFICATION SHALL VARY FROM THE APPROVED PLANS. WITHOUT LIMITATION OF THE FOREGOING, THIS REQUIREMENT SHALL EXPLICITLY APPLY TO IMPROVEMENTS OR MODIFICATIONS SUCH AS FENCES, WALLS, GAZEBOS, PERGOLAS AND ARBORS.**
- b. Notwithstanding anything herein to the contrary, (a) until the termination of the Declarant's Class "B" Membership, the Declarant reserves the right to construct or modify any improvements without submitting plans to the Architectural Control

Committee and without the approval of the Association, the Members or the Architectural Control Committee, and (b) if, after termination of Declarant's Class "B" Membership, Declarant reacquires a Unit through repurchase, foreclosure or otherwise and (c) if after termination of Declarant's Class "B" Membership, Declarant annexes additional property into Woodcreek Farms, Declarant reserves the right to construct or modify any improvements on such Unit and additional property without submitting plans to the Architectural Control Committee and without the approval of the Association, the Members or the Architectural Control Committee.

7.3 Building Attachments; Temporary Structures. EXCEPT AS PROHIBITED BY LAW, INCLUDING WITHOUT LIMITATION 47 U.S.C. § 303 NT, AND RELATED FCC RULES, 47 CFR § 1.4000 (WHICH LIMITS, BUT DOES NOT ENTIRELY PROHIBIT, CONTROL BY THE ASSOCIATION OF THE SIZE AND LOCATION OF ANTENNAS AND SATELLITE DISHES), 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.

7.4 Prohibition of Renting for Transient or Hotel Purposes. Subject to the provisions of the Neighborhood Regulations, as the same may be amended, no Owner shall rent his Unit or the improvements thereon for a period of less than twelve (12) months. Each permitted lease shall lease an entire Unit and improvements thereon, shall be in writing, shall be subject to this Supplemental Declaration, to all Governing Documents of the Association and to the Neighborhood Regulations and shall provide that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who enters into a lease of his Unit or the improvements thereon may notify the Association of the name and address of each lessee, the Unit or the improvements thereon rented, and the term of the lease. Other than the foregoing restrictions, each Unit Owner shall have the full right to lease his Unit or the improvements thereon. The Association shall at no time be obligated to maintain records related to which Units are or are not leased.

ARTICLE 8 MAINTENANCE

8.1 Association's Responsibility.

- a. The Association shall maintain the Common Elements, including the maintenance, repair and replacement of all landscaping, irrigation and grass areas, streets, roads, driveways, sidewalks, walking paths or nature trails, and other improvements situated on the Common Elements. The Association shall provide general landscape maintenance to the yard area of each Unit, including, but not limited to, mowing, pruning, and replacement of straws or mulch.
- b. The obligations of the Association set out herein shall be limited by any Builder's or vendor's warranty for the dwellings or for any other structures located on a Unit

which was a part of the purchase of the Unit or which was contracted for by such Owner. The responsibility for any maintenance, repair or replacement covered under such warranties shall, unless agreed otherwise by the Board of Directors, be the responsibility of the Unit Owner for as long as such warranty is in force. Further, the Association shall not be required to act as the Owner's advocate with respect to such warranty responsibilities and a Unit Owner shall bear the full responsibility for any and all efforts that may be necessary and for the cost of such efforts, where such efforts are required to cause the Builder or vendor to honor such warranty and to thereby address such issues, including any required legal action to enforce that Owner's legal rights against the Builder or vendor. The Board of Directors shall at all times be authorized to determine, in its sole discretion, what maintenance, repair and replacement is appropriate, necessary and required, the appropriate cost of such maintenance, repair and replacement, the vendors or contractors who will provide such maintenance, repair or replacement, the expected level of quality of such maintenance, repair or replacement and the timetable or schedule under which such maintenance, repair or replacement will be provided or occur.

- c. The Association is hereby granted an easement right of access to go upon any Unit for performance of maintenance for which the Association is responsible hereunder.

8.2 Owner's Responsibility.

- a. Except as provided in Section 8.1 of this Article, above, all maintenance of the improvements on the Unit shall be the responsibility of the Owner thereof. Each Owner shall maintain, repair and replace, at his expense, all interior and exterior portions of the improvements on his Unit which shall need repair.
- b. In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, pets, guests, lessees or invitees, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair or replacement or such other period as may be set out within such notice from the Association. In the event that such maintenance, repair or replacement is not capable of completion within such period, such Unit Owner shall be required to commence such maintenance, repair and replacement and to complete such maintenance, repair and replacement within a reasonable period that is acceptable to the Board. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

ARTICLE 9 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 and in Article 8 herein above, Declarant does hereby reserve and create the following easements:

9.1 Utilities, Drainage and General Easements. Exclusive easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plats. A general easement for the aforesaid purposes is also reserved over all Common Areas and Exclusive Common Areas within the Neighborhood. 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 the Association, 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 Neighborhood. The easements set forth herein are reserved solely for Declarant and such utility companies and authorities as Declarant may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Declarant in its sole discretion. Such easement rights shall automatically be transferred to the Association at such time as one-hundred (100%) percent of the Units in the Neighborhood have certificates of occupancy issued notices and have been conveyed to Owners other than Builders holding title for purposes of development and sale.

9.2 Construction. In furtherance of the easements granted in Article 9 of the Declaration, for the benefit of Declarant, its successors in title and assigns, all of the Northwoods Villas Property, including Units and Common Elements are subject to a non-exclusive, permanent blanket easement reserved and granted, as applicable, to Declarant, its successors in title and assigns, for the construction of any and all improvements on the Northwoods Villas Property subject to the Declaration, including, without limitation, utilities (such as, storm drainage systems hereafter or hereinbefore constructed on any Unit or on the Common Elements, including but not limited to the right to drain and detain storm water into any natural detention pond which may be constructed) completion of improvements, (such as dwellings) and installation of streets, utilities, cable lines, and other lines hereafter or hereinbefore constructed on or beneath Common Elements or other property subject to the Declaration, all to the extent reasonably necessary to serve the improvements constructed or to be constructed on any Unit or Common Elements and/or any property owned by Declarant or the Association.

9.3 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 common elements and upon the Neighborhood in the proper performance of their respective duties. The Association and its agents shall also have the right to enter the Units and any improvements located thereon for the purpose of making any emergency repairs or replacements.

9.4 Maintenance and Operation of Irrigation Systems on Units.

- a. It is anticipated that all irrigation of the Common Elements and the yards of the Units will be the responsibility of the Association to maintain. The Board shall have the sole authority to determine what level of irrigation is proper and to define proper operation of all irrigation systems. This provision shall not be construed to require or to enable the Declarant or the Association to install an irrigation system on a Unit that, prior to that point, had no irrigation system, however, it shall not prohibit the Association from providing maintenance to an existing system or from extending an existing system to provide such irrigation to areas of an Owner's Unit that the Board of the Association deem to need irrigation.
- b. In some cases, the Declarant or a Builder, with the consent of the Declarant, may determine that a Unit Owner benefits from the irrigation of landscaping on a Common Area that adjoins their Unit. In such cases, the Declarant, in its sole discretion, may authorize the installation of an irrigation system for a Common Area or a portion thereof that is connected to or is a part of the irrigation system for that adjoining Unit and that relies upon the supply of water or power supply from the adjoining Unit to operate or may cause the irrigation system for that adjoining Unit to overspray onto a portion or all of the Common Area. In such cases, the Declarant reserves unto itself and to the Association, a perpetual, alienable easement and right of ingress, egress and access, over, upon, across and under that Unit to install, maintain and replace such an irrigation system designed to provide irrigation for part or all of an adjoining Common Area. The Association shall be responsible for the maintenance of any portion of the irrigation system that is located on the Common Area and the Unit Owner shall be responsible for the maintenance of any portion of the irrigation system that is located on the Unit, along with all utilities required to operate the entire irrigation system. With the exception of the maintenance by the Association of any portion of the system that is located on the Common Area as set out in this paragraph, any requirement provided in this paragraph that an Owner maintain, repair or replace the irrigation system on such Owner's Unit or that the Owner adjust the schedule for irrigation for their landscaping when notified, shall include the requirement of that Owner to maintain, repair or replace the irrigation system on such Owner's Unit and to comply with the directives of the Board of the Association so that the irrigation system on such Owner's Unit serves the Common Area, if either the irrigation system for such Owner's Unit is designed to overlap or provide coverage onto a Common Area or the irrigation system for the Common Area is connected to the irrigation system on such Owner's Unit.
- c. Where the irrigation system for a Unit is connected to a common supply of water for more than one Unit or where the Association assumes responsibility for supplying water to operate such a system or assumes responsibility for the maintenance, repair and replacement of the irrigation system, the Owner of such Unit shall not attempt to repair or adjust the operation of the irrigation system in any way without the express permission of the Board of the Association. In such cases, the Association shall be authorized, without notice to the Owner of the Unit, to enter the Unit in accordance with the easement so granted herein, to provide

inspection, repair or maintenance to the irrigation system. Where the need for such maintenance or repair is the result of the action(s) or inaction(s) of the Owner of a Unit, the Association shall be entitled to levy a Specific Assessment against the Unit of that Owner. In addition to any other easements provided to the Declarant or the Association, for the purpose of inspecting, maintaining and repairing the irrigation system on a Unit, the Declarant and the Association, reserves an easement of ingress and egress over the Unit and no such entry for the purpose of inspecting, repairing or maintaining such irrigation system shall be deemed a trespass.

9.5 General.

- a. THE DECLARANT, THE ARCHITECTURAL CONTROL AUTHORITY OR THE ASSOCIATION AND THEIR AGENTS, EMPLOYEES AND OFFICERS, SHALL NOT BEAR RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING PLANTED, SPECIAL GRADING ESTABLISHED, OR IMPROVEMENT CONSTRUCTED WITHIN ANY EASEMENT DESCRIBED IN THIS ARTICLE, WHETHER PLANTED, ESTABLISHED OR CONSTRUCTED WITHIN AN EASEMENT INTENTIONALLY OR INADVERTENTLY AND WHETHER APPROVED OR NOT BY THE DECLARANT OR THE ARCHITECTURAL CONTROL AUTHORITY, OR BOARD.
- b. The rights and easements conferred and reserved herein shall be appurtenant to any property whether or not subject to this Declaration and shall be an easement in gross of a commercial nature for the benefit of the Declarant to serve any property whether or not subject to this Declaration.
- c. The Declarant or the Board may terminate the use rights of a Benefitting Parcel Owner in a Restricted Use Area for any violation of the Declaration or the Regulations.

**ARTICLE 10
GENERAL PROVISIONS**

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

10.2 Severability. If any term or provision of this Supplemental 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 Supplemental 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 Supplemental Declaration are for convenience only and shall not be deemed to be part of this Supplemental Declaration or construed as in any manner limiting the terms and provisions of this Supplemental 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 Neighborhood. 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. In the event of foreclosure by the Declarant's lender of its mortgage of the Neighborhood, the Declarant's rights hereunder shall automatically transfer to the purchaser of the remaining property in the Neighborhood at foreclosure sale.

10.6 Annexation. Declarant has, as a condition of obtaining water service for the Neighborhood from the City of Columbia, annexed the Northwoods Villas Property into the City of Columbia. All Owners consent to and shall be bound by such agreement.

10.7 Amendment by Declarant. In addition to any other right to amend as set out herein, until one-hundred (100%) percent of the Units in the Neighborhood have certificates of occupancy issued notices and have been conveyed to Owners other than Builders holding title for purposes of development and sale, and the Declarant does not own any of the Northwoods Villas Property, this Supplemental Declaration, including without limitation, the covenants, restrictions, easements, charges, and liens set forth herein, the Governing Documents including, but not limited to, Design Guidelines, Neighborhood Regulations, Plats, and Builder building requirements may be amended, amended and restated, changed, added to, derogated or deleted by the Declarant, from time to time in its sole discretion without the consent of the Owners, their mortgagees, or the Association, by the execution of an instrument executed by the Declarant. Subject to the Declaration, every purchaser or grantee of any Unit or Common Area now and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the Declaration may be amended or otherwise changed as provided herein and such amendment shall be applicable to and binding upon the Owners and the Units. At the option and sole discretion of the Declarant, and all amendments to this Supplemental Declaration made under the authority of this Section 11 may apply: (i) upon the day of execution or recording; (ii) retroactively to the date of this Supplemental Declaration or to some other specified date in the amendment; or (iii) prospectively to some specified date in the amendment.

10.8 Insurance. Unit Owners shall be responsible for maintaining Property and Casualty Insurance coverage for their Unit in accordance with Section 6.2 of the Woodcreek Farms Declaration.

10.9 Irrigation Water. Each Unit Owner by acceptance of the deed to the Unit understands that the Declarant or its designee may provide all of the irrigation water in the Neighborhood and agrees to pay the fees or charges set by the Declarant or its designee for the use of such irrigation water and agrees that such fees or charges may be paid by the Association and the Association may cause the cost of such irrigation water to be funded as a part of the Neighborhood Assessment, a Neighborhood Assessment for Budgetary Shortfall or a Special Assessment or Specific Assessment levied against the Owner for such fees or charges. The Declarant reserves title to all water in any pond or stream providing water for irrigation and the water shall not be a Common Element unless the Declarant determines otherwise. Nothing herein shall require or obligate the Declarant or its designee to provide irrigation water and the Declarant

or its designee may stop providing the irrigation water at any time without consent of the Owner or the Owner's mortgagees or tenants.

10.10 Interpretation and Representations. THE BOARD SHALL INTERPRET THE TERMS OF THE GOVERNING DOCUMENTS, THIS SUPPLEMENTAL DECLARATION AND NEIGHBORHOOD REGULATIONS AND THEIR INTERPRETATION SHALL BE FINAL. NO INTERPRETATION OF THE GOVERNING DOCUMENTS, THIS SUPPLEMENTAL DECLARATION OR THE NEIGHBORHOOD REGULATIONS AND NO REPRESENTATION, INCLUDING, BUT NOT LIMITED TO, THE EXISTENCE OF ANY COMMON ELEMENT OR EXCLUSIVE COMMON ELEMENT; THE SIZE, SHAPE, LOCATION OR COMPOSITION OF ANY COMMON ELEMENT OR EXCLUSIVE COMMON ELEMENT; ANY AMENITIES LOCATED THEREON, TO BE LOCATED THEREON OR ANY ACCESS TO BE MADE AVAILABLE THERETO; ANY OBLIGATION OR RESPONSIBILITY OF THE ASSOCIATION, INCLUDING SERVICES, MAINTENANCE, REPAIR AND REPLACEMENT TO BE PROVIDED BY THE ASSOCIATION; THE AMOUNT OF AND THE PROCESS FOR LEVYING OF OR THE MAKEUP, CONSISTENCY OR FINALITY OF ANY ASSESSMENT, BY OR FROM ANY PARTY, SALES AGENT (INCLUDING THOSE OF THE BUILDER OR THE DECLARANT, AS APPLICABLE) OR BY OR FROM ANY OTHER ENTITY, OTHER THAN WHAT MAY BE PROVIDED HEREIN OR PROVIDED IN WRITING BY THE DECLARANT, SHALL BE RELIED UPON, NOR SHALL THE SAME IN ANY WAY REQUIRE THE DECLARANT TO COMPLY WITH THAT OR THOSE INTERPRETATIONS OR REPRESENTATIONS NOT PROVIDED HEREIN OR BY THE DECLARANT.

SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
NORTHWOODS VILLAS AT WOODCREEK FARMS - Phases 1 and 2

IN WITNESS WHEREOF, Woodcreek Development, LLC has by its duly authorized signors, set its hand and seal this 6th day of May, 2019.

WITNESSES:

[Signature]
1st Witness

[Signature]
2nd Witness

WOODCREEK DEVELOPMENT, LLC

By: [Signature] [SEAL]
Harold V. Pickrel, III, Manager

[Signature]
1st Witness

[Signature]
2nd Witness

By: [Signature] [SEAL]
Jeffery Dootson, Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT


I, the undersigned Notary Public, do certify that Harold V. Pickrel, III and Jeffery Dootson, as the Managers of WOODCREEK DEVELOPMENT, LLC, personally appeared before me, and having satisfactorily proven to be the people whose names are subscribed above, have acknowledged the due execution of the within instrument.

Witness my official seal this 6th
day of May, 2019.

Anna E. Korn
Notary Public for the State of South Carolina
Print Name of Notary: Anna E. Korn
My commission expires: 8/22/2022
[SEAL]

IN WITNESS WHEREOF, EXECUTIVE CONSTRUCTION HOMES, LLC has by its duly authorized representative, set its hand and seal this 6th day of May, 2019.

[Signature]
1st Witness

2nd Witness 

By: 1/11/12
Name: Edward O. Ysac II
Title: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

I, the undersigned Notary Public, do certify that the within named Edward D. Yandle, the member of EXECUTIVE CONSTRUCTION HOMES, LLC, personally appeared before me, and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the within instrument.

Witness my official seal this 6th
day of May, 2019.

TPGL 9391635v2

EXHIBIT A

Property Description of Northwoods Villas Phases 1 and 2

ALL THAT CERTAIN PIECE, PARCEL, OR UNIT of land, situate, lying and being located near the City of Columbia in the County of Richland, State of South Carolina, shown as Area B3 (25.85 Acres) on a plat of Areas B-2 & B-3 prepared for Woodcreek Development, LLC by United Design Services, Inc. dated October 29, 2012 and recorded in the Office of the ROD for Richland County in Book 1820, page 529, said plat being incorporated by reference.