

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT
TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT
(S.C. CODE ANN. § 15-48-10 ET SEQ., AS AMENDED)**

Document Prepared by PPAB, but Title Not Examined

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

This SUPPLEMENTAL DECLARATION (sometimes, "The Courtyards at Woodcreek Declaration"), made as of the date on the signature page hereof by WOODCREEK DEVELOPMENT, LLC (formerly Woodcreek Development Partnership) ("WD"), a South Carolina limited liability company and PRIME DEVELOPMENT, LLC ("PD"), a South Carolina limited liability company ("PD") and their successors and assigns (sometimes, collectively, the "Declarant").

THE DECLARANT EXPRESSLY RESERVES THE RIGHTS TO AMEND AND TO RESTATE THIS SUPPLEMENTAL DECLARATION WITHOUT THE CONSENT OF AN OWNER, THEIR MORTGAGEE(S) OR THE ASSOCIATION FROM TIME TO TIME FOR SO LONG AS THE DECLARANT OWNS ANY PORTION OF THE "NEIGHBORHOOD" (AS DEFINED HEREIN). ANY SUCH AMENDMENT OR RESTATEMENT MAY CONTAIN ADDITIONAL RESTRICTIONS OR OBLIGATIONS AFFECTING THE USE OF THE "COMMON AREA", A "UNIT", "OR ANY OTHER SUCH PORTION OF THE "NEIGHBORHOOD". ANY SUCH AMENDMENT OR RESTATEMENT MAY ALSO AFFECT AN OWNER'S OBLIGATIONS AS A MEMBER OF THE ASSOCIATION. EVERY PURCHASER OR GRANTEE OF ANY UNIT OR COMMON AREA NOW AND HEREINAFTER DESIGNATED, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE THEREOF, ACKNOWLEDGES NOTICE OF THE DECLARANT'S RIGHTS TO AMEND AND TO RESTATE THIS SUPPLEMENTAL DECLARATION, AND THAT THEIR RIGHTS ARE SUBJECT TO CHANGE. ANY SUCH AMENDMENT OR RESTATEMENT SHALL BE APPLICABLE TO AND BINDING UPON THE OWNERS AND THE UNITS AT THE OPTION AND SOLE DISCRETION OF THE DECLARANT, ANY SUCH AMENDMENT OR RESTATEMENT MADE BY THE DECLARANT MAY APPLY: (I) UPON THE DAY OF EXECUTION OR RECORDING OF SUCH AMENDMENT OR RESTATEMENT DECLARATION; (II) RETROACTIVELY TO THE DATE OF THIS SUPPLEMENTAL DECLARATION OR TO SOME OTHER SPECIFIED DATE IN SUCH AMENDMENT OR RESTATEMENT; OR (III) PROSPECTIVELY TO SOME SPECIFIED DATE IN SUCH AMENDMENT OR RESTATEMENT. CERTAIN RIGHTS OF THE DECLARANT SET OUT IN THE DECLARATION SHALL CONTINUE AFTER THE DECLARANT NO LONGER OWNS ANY OF THE NEIGHBORHOOD.

WITNESSETH:

WHEREAS, Prime Development, LLC is the owner of certain property located in the County of Richland, State of South Carolina, as shown on a Plat prepared for Woodcreek, Development, Tract B4 prepared by United Design Services, Inc. dated 11/30/2011 and recorded

in the Office of the ROD for Richland County in Book 1747, page 895, and more fully described on Exhibit A attached hereto and incorporated by reference (the "Neighborhood"); and

WHEREAS, Prime Development, LLC is developing a gated residential subdivision within Woodcreek Farms known as "The Courtyards at Woodcreek"; and

WHEREAS, Woodcreek Development, LLC desires that the Neighborhood be made a part of a master planned unit development known as 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, 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 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 (collectively, as amended and supplemented, the "Woodcreek Farms Declaration"); and

WHEREAS, Declarant desires to designate the property described in Exhibit "A" (the "Courtyards Property") as a Neighborhood as the terms are defined in the Woodcreek Farms Declaration, and to subject the property described in Exhibit "A" (the "Courtyards Property") to this Supplemental Declaration and to impose the additional restrictions herein on such property.

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit "A" (the "Courtyards 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 described in Exhibit "A" (the "Courtyards Property") as a planned development and which shall run with the property described in Exhibit "A" (the "Courtyards Property") and be binding on all parties having any right, title or interest in the property described in Exhibit "A" or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part of the property described in Exhibit "A" (the "Courtyards Property"). This Supplemental Declaration is hereafter sometimes referred to as "The Courtyards at Woodcreek Declaration" or the "Supplemental Declaration."

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 “Courtyards Neighborhood” shall mean the Courtyards Property, and such other property, if any, as may hereafter be brought within the control of The Courtyards at Woodcreek Declaration.

1.2 “Declarant” shall mean the collective reference to Woodcreek Development, LLC, a South Carolina limited liability company, and Prime Development, LLC, a South Carolina limited liability company, or such successor-in-title to Woodcreek Development, LLC or Prime Development, LLC, to all or some portion of the Courtyard Property then subjected to The Courtyards at Woodcreek 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 or any assignee of the Declarant’s rights hereunder from Woodcreek Development, LLC or Prime 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 Regulations” shall mean and refer to the guidelines, rules, policies, regulations, and procedures, including, but not limited to, the Design Guidelines and builder building requirements, adopted by the Developer, the Board of Directors, when empowered, or the Architectural Control Committee, when empowered, for the Courtyards Neighborhood.

1.5 “Plats” means the Plat prepared for Woodcreek, Development, Tract B4 prepared by United Design Services, Inc. dated 11/30/2011 and recorded in the Office of the ROD for Richland County in Book 1747, page 895, the Bonded Plat of The Courtyards at Woodcreek, Phase 1, prepared by Belter & Associates, Inc. dated 9-6-13 and revised 9-6-13, recorded in the Office of the ROD for Richland County in Book 1885, page 1023 or any other Plats showing the Courtyards Property on any additions to the Neighborhood.

1.6 “Streets” shall mean all the paved portion of the road rights of way located in the Courtyards Neighborhood. The Streets do not include the grass on either side of the paved portion of the rights of way; the islands located in the cul de sacs and rights of way, the entrance way and gate, lighting, landscaping, landscaping lighting and irrigation and utilities located in the rights of way in the Courtyards Neighborhood.

ARTICLE 2 WOODCREEK FARMS DECLARATION

2.1 Annexation of the Courtyards Property. In accordance with Section 7.1 of the Woodcreek Farms Declaration, WD hereby annexes the Courtyards Property for the purpose of subjecting the Courtyards Property to the provisions of said Declaration. Prime Development, LLC hereby consents to this annexation of the Courtyards 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 The Courtyards at Woodcreek Declaration are inconsistent in any manner with the terms of the Woodcreek Farms Declaration, the terms of The Courtyards at Woodcreek Declaration shall control.

2.3 Amendments to Governing Documents and Neighborhood Regulations. The use of the Courtyards Neighborhood is and shall be subject to the Governing Documents and Neighborhood Regulations as in effect from time to time. In addition to any right of the Declarant to amend the Governing Documents as set out in Section 9.7 hereof, the Declarant and the Board, when empowered, may from time to time adopt, amend, change, modify or eliminate any Governing Document and Neighborhood Regulations and may waive any violation of the Governing Documents and Neighborhood Regulations in their sole discretion, 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 Courtyards Neighborhood or to portions of the Courtyards Neighborhood. Except as otherwise specifically set forth herein, the rules, regulations and Neighborhood Regulations and/or Design Guideline adopted by the Declarant or Association, when empowered, 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 Streets and Common Areas. Subject to the terms of the Governing Documents and this Supplemental Declaration and Neighborhood Regulations, the Streets and all Common Areas located within the Courtyards Property are reserved for the exclusive use and primary benefit of the Owners and occupants of the Units comprising the Courtyards Neighborhood. Subject to the terms of the Governing Documents, this Supplemental Declaration and Neighborhood Regulations, every Owner of Units in the Courtyards Neighborhood shall have a right and easement of use, access and enjoyment to the Streets, which appurtenant to the title to each such Unit.

ARTICLE 4 THE COURTYARDS AT WOODCREEK NEIGHBORHOOD

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

4.2 Membership and Voting Rights. Every Owner, except the Declarant as long as it is a Class "B" member, in the Courtyards 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 COURTYARDS NEIGHBORHOOD ASSESSMENTS

5.1 General Assessment Obligations. Declarant, for each Unit owned within the Courtyards Neighborhood, 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 Courtyards Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring the Streets, the brick walls, the common areas shown on the Plats including, but not limiting to, the portion of Common Area 1 and Common Area 3 shown on the Bonded Plat of The Courtyards at Woodcreek, Phase 1, prepared by Belter & Associates, Inc. dated 9-6-13 and revised 9-6-13, recorded in the Office of the ROD for Richland County in Book1885, page 1023, which is inside of the brick walls, and any other area of responsibility which is common to all Owners of Units within the Courtyards 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 such areas and other improvements and Area of Common Responsibility within the Courtyards Neighborhood and for operating and other expenses of the Association relating specifically to the Courtyards 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 Courtyards Neighborhood.

5.4 Special Assessments. Special Assessments may be assessed as and when necessary for maintenance of the above stated areas and such other matters as may be reasonably necessary for the operation and maintenance of the Courtyards Neighborhood, in accordance with the provisions of Section 8.6 of the Woodcreek Declaration.

5.5 Specific Assessments. The Declarant or Association through its Board, when empowered, 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 Courtyards 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 Declarant or the Board, when empowered, to be received by the Unit Owner. Without limiting the authority of the Declarant or the Association, when empowered, to levy Specific Assessments for other purposes, Specific Assessments may be levied as follows:

- a. to cover the costs, including overhead, reserves, and administrative costs, of providing services to the Unit(s), Owners or the occupants thereof, the Declarant or the Board when empowered 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 and occupants of the Units (which might include, without limitation, landscape maintenance, and/or irrigation of the

front, side and/or rear yards, exterior maintenance of the Units, janitorial service, pest control, etc.). Such assessments may be levied in advance of the provision of the services as a deposit against charges to be incurred by the Owners in the Courtyards Neighborhood, the Declarant, or Board in providing such services. The Declarant or the Board may, at its sole option, without consent of said Owners, their mortgagees or occupants of the Units, modify or change or discontinue any or all of such services. The Declarant or Board also may but shall not be obligated to, in its sole discretion, provide or modify such services upon receipt of a written request or vote of 2/3rd of the Owners in the Courtyards Neighborhood.

- 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 Board 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),
- c. to cover costs, actual and estimated expenses incurred or anticipated to be incurred by the Association with respect to the Streets and Common Areas in the Courtyards Neighborhood, 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, the Courtyards Neighborhood and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

5.6 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 Courtyards 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 Courtyards 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. 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, MODIFICATION SHALL VARY FROM THE APPROVED PLANS. 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 to the Community, 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 Structure. 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 Controlled Access to The Courtyards at Woodcreek 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 shall be limited to the Streets.

7.5 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 Courtyards Neighborhood and use of the Streets; (iii) limit access to the Courtyards Neighborhood to Declarant, Owners, lessees or tenants, and their guests and invitees; and (iv) to determine when such gates shall remain open or closed. When the Streets are conveyed to the Association as herein provided the aforesaid rights and the rights reserved in the Woodcreek Farms Declaration, this Supplemental Declaration, the Governing Documents and Neighborhood Regulations may be assigned to the Association. Nothing herein shall obligate the Declarant and the Declarants' successors and assigns to exercise any rights reserved hereunder.

7.6 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 Courtyards 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 Streets in the Courtyards 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 or eliminate previously promulgated regulations from time to time. The following rules concerning the use of the Streets shall be applicable, until changed, revised, eliminated or modified as provided herein:

- a. No motorcycles, motorbikes or all-terrain vehicles of any kind may be operated on the Streets within the Courtyards 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 as determined solely by the Declarant or the Board, when empowered; and
- b. Declarant, or the Association after title to the Streets has passed to it from the Declarant, may post "no parking" signs along the Streets within the Courtyards 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 Streets within the Courtyards Neighborhood.

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 Articles 11 of said Declaration and in Article 7 herein above, 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 Plats. A general easement for the aforesaid purposes is also reserved over all Common Areas and Exclusive Common Areas within the Courtyards 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 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 Courtyards Neighborhood. The easements set forth herein are reserved solely for Prime Development, LLC and such utility companies and authorities as Prime Development, LLC may permit to use such easements. Such easement rights may be waived in full or in part or terminated by Prime Development, LLC in its sole discretion. Such easement rights shall automatically be transferred to the Association when Prime Development, LLC conveys the last Unit in The Courtyards Neighborhood and the Unit is issued a Certificate of Occupancy by the local governing authority and Prime Development, LLC no longer owns any of the Courtyards 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 Courtyards Neighborhood in the proper performance of their respective duties.

8.3 Maintenance and Operation of Irrigation Systems on Units.

- a. Unless such responsibility is voluntarily assumed by the Association, it shall at all times be the obligation of all Unit Owners to properly irrigate the landscaped areas of their Unit and, where an irrigation system has been installed on a Unit, to maintain their irrigation system in a manner that allows for the proper operation of the system. The Declarant or the Association, when empowered, shall have the sole authority to determine what level of irrigation is proper and to define proper operation of an irrigation system. Where individual Unit-specific irrigation systems exist, upon receipt of notice from the Association that the irrigation system is not properly operating, that specific maintenance or repairs to the system are necessary or that an adjustment to the amount of or schedule for irrigation that is being provided to any portions of the landscaped areas of a Unit is necessary, a Unit Owner shall cause that repair or maintenance of the irrigation system to be performed in the time frame set out in the Association's notice or shall immediately commence or cease irrigation or increase or decrease the amount of irrigation or change the schedule for irrigation being provided to the landscaped areas of the Unit noted in that notice. Unless the cost and responsibility for the maintenance and/or utilities necessary to operate the irrigation system for a Unit is assumed by the Association, neither the Declarant nor the Association shall have any responsibility for the maintenance of the irrigation system on an Owner's Unit or for the cost of the utilities required to operate the irrigation system. After notice from the Declarant or the Association,

when empowered, to adjust or maintain their irrigation system or to provide irrigation to their Unit or to a specific portion of their Unit and after that Owner's failure to comply by the deadline provided with such notice, the Declarant or the Association, when empowered, may, in addition to any other remedies provided by the Governing Documents, at any time thereafter repair, replace, engage, disengage or adjust the volume or schedule of any existing irrigation system for that Unit in order to provide proper irrigation of the landscaping intended to be irrigated by that system. This provision shall not be construed 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 Declarant or the Association, when empowered, 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 Declarant or the Association, when empowered, 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 Declarant or the Association, when empowered. 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 such inspection, repair or maintenance cost is not a part of the Association's General Assessment, the Association shall be entitled to levy a Specific Assessment against that Unit of the Owner to offset such cost, without prior notice to the Unit Owner. 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 an 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, when empowered, 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.

ARTICLE 9 GENERAL PROVISIONS

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

9.2 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.

9.3 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.

9.4 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.

9.5 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 Courtyards 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 Courtyards Neighborhood, the Declarant's rights hereunder shall automatically transfer to the purchaser of the remaining property in the Courtyards Neighborhood at foreclosure sale.

9.6 Annexation. Declarant may, as a condition of obtaining water service for the Courtyards Neighborhood from the City of Columbia, execute an agreement that the Courtyards Neighborhood will be annexed into the City of Columbia. All Owners consent to and shall be bound by any such agreement.

9.7 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 Courtyards 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 no longer owns any of the Courtyards, 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 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.

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 Courtyards 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 levy a Specific Assessment 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 Area 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 in any time without consent of the Owner or the Owner's mortgagees or tenants.

SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
The Courtyards at Woodcreek

IN WITNESS WHEREOF, Woodcreek Development, LLC and Prime Development, LLC have by their duly authorized signors, set its hand and seal this 30 day of April, 2014.

WITNESSES:

WOODCREEK DEVELOPMENT, LLC

By: May T. Hank
1st Witness

By: [Signature] [SEAL}
Harold V. Pickrel, III
Title: Authorized Signor

[Signature]
2nd Witness

By: May T. Hank
1st Witness

By: [Signature] [SEAL}
Edwin H. Cooper, Jr.
Title: Authorized Signor

[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, LLC, by its authorized signors, 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 30 day
of April, 2014
Patricia Dawkins
Notary Public for South Carolina
My commission expires:
March 19, 2022

May T. Hank
1st Witness

SIGNATURE PAGE FOR
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING
The Courtyards at Woodcreek

IN WITNESS WHEREOF Prime Development, LLC hereto has by its duly authorized signor, set its hand and seal this 30 day of April, 2014.

WITNESSES:

Prime Development, LLC

May T. Hank

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

1st Witness

Dina Gonyea

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 Prime Development, LLC by its Member/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 30 day
of April, 2014

Patricia Dawkins
Notary Public for South Carolina

My commission expires:

March 19, 2022

May T. Hank
1st Witness

EXHIBIT A

Property Description

ALL THAT CERTAIN PIECES, PARCELS, OR LOTS of land, together with improvements, Common Areas, Streets, thereon, if any, situate, lying and being located in the County of Richland, State of South Carolina, as shown on Plat prepared for Woodcreek, Development, Tract B4 prepared by United Design Services, Inc. dated 11/30/2011 and recorded in the Office of the ROD for Richland County in Book 1747, page 895,, said Plat being incorporated by reference for a more complete description of the Courtyards Property.