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SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WOODCREEK FARMS

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REGISTER OF
DEEDS & CONVEYANCE
RICHLAND COUNTY, S.C.
CLARA L. BARTLETT

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is made as of the date on the signature page hereof by Woodcreek Development Partnership (the "Declarant"), a South Carolina general partnership, pursuant to the terms of that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), dated as of _____, 1996, recorded in the offices of the RMC for Richland County in Deed Book ____, Page _____. Beaver Lake Limited Partnership, a South Carolina limited partnership (the "Additional Land Owner") joins in this Supplemental Declaration to subject any real property owned by the Additional Land Owner and which is described in Exhibit A to this Supplemental Declaration.

Pursuant to the terms of the Declaration, that certain real property more fully described on Exhibit A attached hereto ("Parcels D-4, D-4a, D-5") has been subjected to all terms and conditions set forth in the Declaration. By this Supplemental Declaration, the Declarant desires to address additional matters related to the Lake Parcels, defined herein.

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration. For purposes of this Supplemental Declaration, additional defined terms are as follows:

A. "Lake" means that certain lake known as "Lower Beaver Lake" as depicted on the drawing more fully described on Exhibit B attached hereto.

B. "Lake Parcels" means Parcel D-4, D-4a, D-5, as more fully described in Exhibit A and Exhibit B attached hereto; provided, however, only those portions of the real property described in Exhibit A and Exhibit B attached hereto which have been subjected to the Declaration shall be included within this definition.

C. "Lake Unit(s)" means a Unit which abuts the Lake.

D. "Non-Lake Unit(s)" means a Unit which does not abut the Lake.

E. "Special Lake Votes" means the special voting rights which the Owner of each Unit within a Lake Parcel is granted in accordance with Section 3 of this Supplemental Declaration.



PAID

¹ D-5 does not include the approximately 6.21 acre LaFaye-Tarrant parcel which parcel may at Declarant's sole discretion be added to this Supplemental Declaration in the future.

2. Exclusive Common Area. The Lake shall be deemed an Exclusive Common Area in accordance with Section 2.2 of the Declaration, with use thereof being reserved exclusively for the benefit of Owners and occupants of Units within the Lake Parcels.

3. Special Voting Rights. For purposes of approval of use restrictions and rules and regulations promulgated from time to time by the Board with respect to the Lake, Owners of Lake Units shall have two (2) votes for each Unit owned and the Owners of Non-Lake Units shall have one (1) vote for each Unit owned.

4. Approval of Use Restrictions and Rules and Regulations. The Board shall be entitled to promulgate use restrictions and rules and regulations with respect to the Lake from time to time; provided, however, no use restriction or rule and regulation shall be effective if disapproved at a meeting of Owners of Unit(s) in the Lake Parcels representing a Majority of the total Special Lake Votes. There should be no obligation to call a meeting for the purpose of considering any use restriction or rule and regulation except on petition of Owners of Unit(s) in the Lake Parcels representing at least ten (10%) percent of the total Units then existing in the Lake Parcels presented to the Board within 30 days after notice of the subject Board action has been given.

5. Access. The Declarant shall from time to time provide reasonable access to the Lake by Owners of Non-Lake Units, which shall take the form of an area for launching watercraft and adjacent parking area for a very limited number of vehicles. This area ("Lake Access Area") shall be considered a portion of the Exclusive Common Area and shall be maintained by the Association in accordance with the Community-Wide Standard. There shall be no storage of boat trailers or boats in the Lake Access Area and said area shall only facilitate temporary utilization of the Lake by Owners and occupants of Non-Lake Unit(s); provided, however, Declarant may allow storage of no more than four (4) small boats or canoes to be used on a rotating basis by owners of Non-Lake Units.

6. Assessments. Owners of Unit(s) within the Lake Parcels shall be responsible for all Specific Assessments related to the Lake, including the cost and expenses of maintaining the Lake (including the spillway and dam and the Lake Access Area), with all such assessments to be borne by the respective Owners of Unit(s) within the Lake Parcels in the ratio which the number of Special Lake Votes to which each Owner is entitled bears the total number of Special Lake Votes.

7. Declarant's Maintenance Obligations. The Declarant represents that the spillway and the dam for the Lake comply with the South Carolina Dam and Reservoirs Safety Act §49-11-110 et seq (1976). The Declarant covenants and agrees to keep the spillway and the dam in reasonable condition and repair for a period of five (5) years from the date hereof. Thereafter, all obligations with respect to this spillway and dam shall revert to the Association and be borne by the Owners of Unit(s) within the Lake Parcels as set forth above.

STARTING IN 2001

8. Golf Course. For purposes of this Supplemental Declaration, the Non-Association Amenity known as the "Woodcreek Golf Course" (the "Golf Course") located adjacent to the Lake shall be treated as one Lake Unit for each golf hole which is located adjacent to the Lake. Pursuant to separate agreement, the owner of the Golf Course shall be granted two Special Lake Votes for each golf hole and be obligated to bear its respective share of the Specific Assessment with respect to the Lake (including maintenance of the dam and spillway and Lake Access Area).

9. Golf Ball Retrieval Area. The area shown on Exhibit C attached hereto as the "Special Golf Ball Retrieval Area" is designated as the exclusive area for retrieval of golf balls by the owner of the Golf Course from time to time. All golf balls located in this area not claimed by players during regular play on the Golf Course shall be deemed the exclusive property of the owner of the Golf Course. Owners of Unit(s) in the Lake Parcels shall not be entitled to harvest or retrieve golf balls from the Special Golf Ball Retrieval Area.

10. Inconsistencies. To the extent that the terms of this Supplemental Declaration are inconsistent in any manner with the terms of the Declaration, the terms of this Supplemental Declaration shall control.

11. Continued Effect. Except as modified hereby, the Declaration shall remain in full force and effect.

Executed to be effective as of the 4th day of September, 1996.

WITNESSES:

DECLARANT:

WOODCREEK DEVELOPMENT
PARTNERSHIP, a South Carolina general
partnership

Mr. Z. Zerk
Patricia Cavanagh

BY: [Signature] [SEAL]
Its: AUTHORIZED REPRESENTATIVE

Mr. Z. Zerk
Patricia Cavanagh

BY: [Signature] [SEAL]
Its: AUTHORIZED REPRESENTATIVE

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, PATRICIA CAVANAUGH, a notary public for SOUTH CAROLINA, do hereby certify that EDWIN H. COOPER JR., the AUTHORIZED REPRESENTATIVE of Woodcreek Development Partnership, a South Carolina general partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 4th day of September, 1996.

Patricia Cavanaugh (SEAL)
Signature of Notary Public
My commission expires: 3-25-04

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, PATRICIA CAVANAUGH, a notary public for SOUTH CAROLINA, do hereby certify that LEATH MANNING, the AUTHORIZED REPRESENTATIVE of Woodcreek Development Partnership, a South Carolina general partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 4th day of September, 1996.

Patricia Cavanaugh (SEAL)
Signature of Notary Public
My commission expires: 3-25-04

D1326 P0794

JOINING PARTY:

BEAVER LAKE LIMITED PARTNERSHIP, a
South Carolina general partnership

W. Z. Taylor
Lance Cantrough

W. Z. Taylor
Lance Cantrough

By: [Signature] [SEAL]
Its: AUTHORIZED REPRESENTATIVE

By: [Signature] [SEAL]
Its: AUTHORIZED REPRESENTATIVE

D1326 P0796

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, PATRICIA CAVANAUGH a notary public for SOUTH CAROLINA do hereby certify that EDWIN W. COOPER, JR. the AUTHORIZED REPRESENTATIVE of Beaver Lake Limited Partnership, a South Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 4th day of September, 1996.

Patricia Cavanaugh (SEAL)
Signature of Notary Public
My commission expires: 3-25-04

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, PATRICIA CAVANAUGH, a notary public for SOUTH CAROLINA, do hereby certify that C. HEATH MANNING, the AUTHORIZED REPRESENTATIVE of Beaver Lake Limited Partnership, a South Carolina general partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 4th day of September, 1996.

Patricia Cavanaugh (SEAL)
Signature of Notary Public
My commission expires: 3-25-04

EXHIBIT "A"

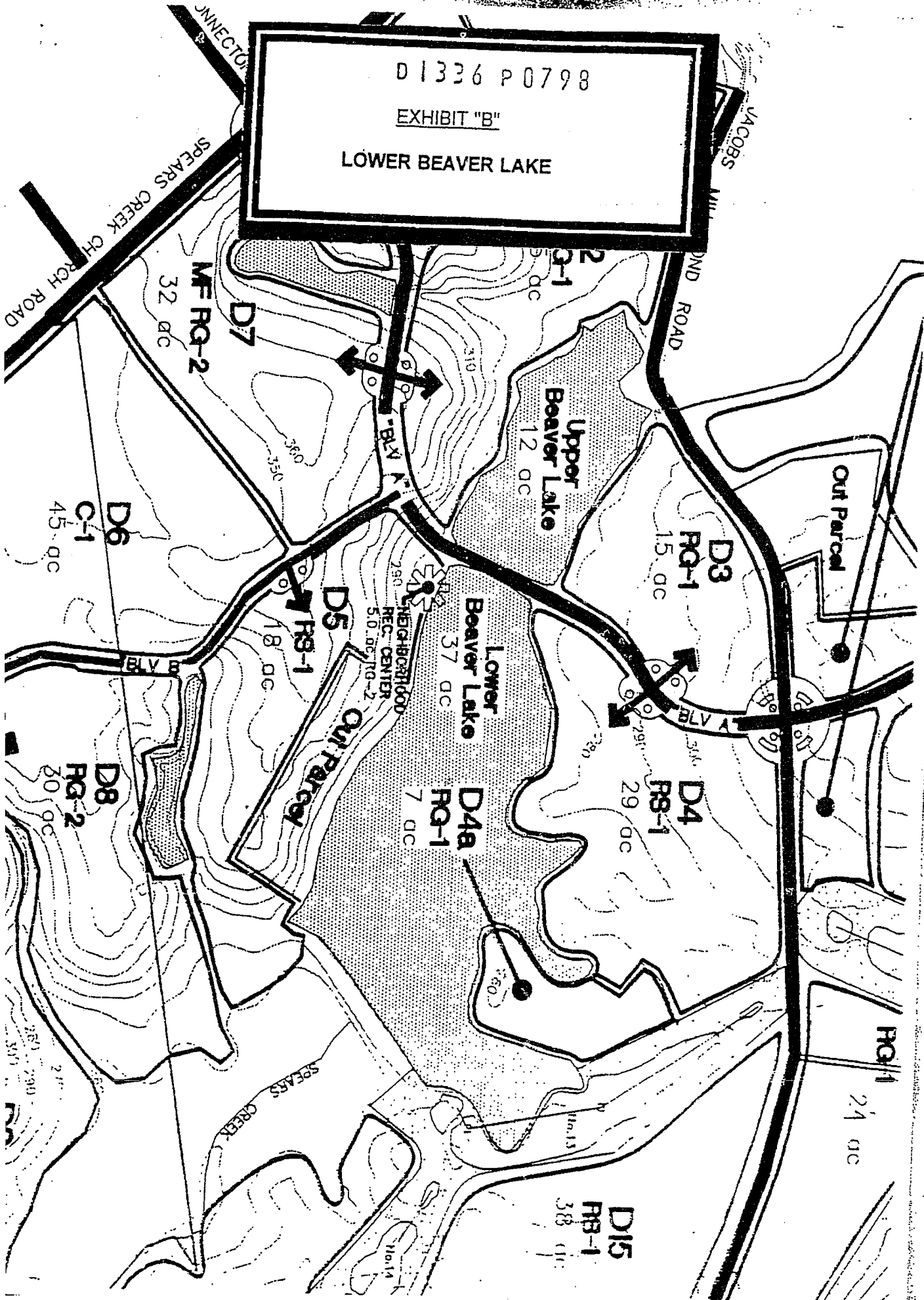
All those certain parcels or tracts of land situate near the town of Pontiac, in the County of Richland, State of South Carolina, shown on a plat entitled "Woodcreek Farms Development" Blocks "D-4" & "D-4a" prepared by United Design Services, dated February 26, 1996, revised April 30, 1996 and recorded on July 17, 1996 in Plat Book 56, Page 4166 in the RMC Offices for Richland County, consisting of Lots 1-35 (inclusive) and Lots P1-P18 (inclusive); said property being bounded on its north side Jacobs Mill Pond Road, on its east side by other property of Woodcreek Development Partnership, shown as "Golf Course" on said plat, on its south and southeast side by other property of Woodcreek Development Partnership, shown as "Lake" on said plat, and on its west side by other property of Woodcreek Development Partnership shown as "Future Development" on said plat.

TOGETHER WITH all that certain parcel or tract of land situate near the town of Pontiac, County of Richland, State of South Carolina shown on a drawing entitled "General Development Plan: Woodcreek Farms Planned Unit Development (PUD-2) Drawing" dated March 15, 1996 as Parcel D-5, less and excepting that certain approximately 6.21 acre out parcel also shown thereon. Upon the preparation and recording of an appropriate plat of Parcel D-5, this description will be supplemented accordingly

D1336 P0798

EXHIBIT "B"

LOWER BEAVER LAKE



D1336 P0799

EXHIBIT "C"

SPECIAL GOLF BALL RETRIEVAL AREA

(Designated by crosshatching)

