









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, LLC Portion Area B-5 prepared by United Design Services, Inc. dated March 3, 2006 and recorded in the Office of the ROD for Richland County in Book 1820, page 527, and more fully described on Exhibit A attached hereto and incorporated by reference (the "Neighborhood"); and

WHEREAS, Prime Development, LLC is developing a residential subdivision within Woodcreek Farms known as "Clubridge B-5 at Woodcreek Farms"; 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; RB-1942/2983 – Supplemental Declaration adding Clubridge B-5 at Woodcreek (collectively, as amended and supplemented, the "Woodcreek Farms Declaration"); and

WHEREAS, Declarant desires to designate the property described in Exhibit "A" (the "Clubridge B-5 Property") as a Neighborhood as the terms are defined in the Woodcreek Farms Declaration, and to subject the property described in Exhibit "A" (the "Clubridge B-5 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 "Clubridge B-5 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 "Clubridge B-5 Property") as a planned development and which shall run with the property described in Exhibit "A" (the "Clubridge B-5 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 the Declarant, for so long as the Declarant owns any portion of the Property described in Exhibit "A" (the "Clubridge B-5 Property") and thereafter to the Association. This Supplemental Declaration is hereafter sometimes referred to as the "Clubridge B-5 at Woodcreek Farms 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 “Clubridge B-5 Neighborhood” shall mean the Clubridge B-5 Property, and such other property, if any, as may hereafter be brought within the control of Clubridge B-5 at Woodcreek Farms 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 Clubridge B-5 Property then subjected to Clubridge B-5 at Woodcreek Farms 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 Prime Development, LLC or their successors-in-title. Unless written agreement to the contrary is reached between Prime Development, LLC and Woodcreek Development, LLC, Prime Development, LLC or its assignee, shall be authorized to make any and all decisions and to take any and all actions that may be provided to the Declarant under this Supplemental Declaration and shall hold all authority granted to Declarant hereunder.

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 Board of Directors or the Architectural Control Committee for the Clubridge B-5 Neighborhood.

1.5 “Plats” means the Plat prepared for Woodcreek Development LLC, prepared by United Design Services, Inc. dated March 3, 2006 and recorded in the Office of the ROD for Richland County in Book 1820, page 527 on December 14, 2012, the Bonded Plat of Woodcreek Area B-5 “Club Ridge” Phase 1, prepared by Belter & Associates, Inc. dated July 15, 2016 and revised August 30, 2016, recorded in the Office of the ROD for Richland County in Book 2149, page 2150 on September 22, 2016 or any other Plats showing the Clubridge B-5 Property on any additions to the Neighborhood.

1.6 “Common Elements” shall collectively mean and refer to all real property either owned by the Association or shown on the various plats of Clubridge B-5 Property recorded or to be recorded in the Richland County ROD Office and designated thereon as “Common Area(s)” or “Common Element(s)” for the common use and enjoyment of the Owners.

1.7 “When Empowered” shall mean when the Declarant has transferred the right of performing some function to the Board of Directors or another entity (i) by the recordation of a document with the Register of Deeds, (ii) by giving written notice to the Association at the Association’s address of record, or (iii) by giving notice to the Owners attending a duly called



meeting for that purpose. "When Empowered" shall also mean and refer to when the Declarant has temporarily delegated (as opposed to transferred) the right of performing some function to the Board of Directors, the Members, or to any other person or entity, which Declarant may do without any recording or notice requirements. Any specific right or authority noted as being transferrable "When Empowered," in this Supplemental Declaration shall be deemed to have been granted to the Declarant by this Supplemental Declaration.

## **ARTICLE 2**

### **WOODCREEK FARMS DECLARATION**

2.1 Annexation of the Clubridge B-5 Property. In accordance with Section 7.1 of the Woodcreek Farms Declaration, WD hereby annexes the Clubridge B-5 Property for the purpose of subjecting the Clubridge B-5 Property to the provisions of said Declaration. Prime Development, LLC hereby consents to this annexation of the Clubridge B-5 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 Clubridge B-5 at Woodcreek Farm Declaration are inconsistent in any manner with the terms of the Woodcreek Farms Declaration, the terms of Clubridge B-5 at Woodcreek Declaration shall control.

2.3 Amendments to Governing Documents and Neighborhood Regulations. The use of the Clubridge B-5 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 10.7 hereof, 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, 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 Clubridge B-5 Neighborhood or to portions of the Clubridge B-5 Neighborhood. Except as otherwise specifically set forth herein, the rules, regulations and Neighborhood Regulations and/or Design Guideline adopted by the Declarant, Architectural Control Committee or 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 Neighborhood Regulations, all Common Elements located within the Clubridge B-5 Property are reserved for the exclusive use and primary benefit of the Owners



and occupants of the Units comprising the Clubridge B-5 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 Clubridge B-5 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**

#### **CLUBBRIDGE B-5 AT WOODCREEK FARMS NEIGHBORHOOD**

4.1 Creation of Clubridge B-5 Neighborhood. Pursuant to Section 3.3 of the Woodcreek Farms Declaration, Declarant hereby establishes a Neighborhood known as "Clubridge B-5 at Woodcreek Farms" 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 Clubridge B-5 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**

#### **CLUBBRIDGE B-5 NEIGHBORHOOD ASSESSMENTS**

5.1 General Assessment Obligations. Declarant, for each Unit owned within the Clubridge B-5 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 Clubridge B-5 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 driveways, walks, parking areas and walking paths situated on the Common Elements and Units; except where limited herein, the maintenance, repair and replacement of landscaping on the Units and the Common Elements; any other maintenance of the Common Elements determined appropriate by the Board of the Association; the exterior maintenance of the residences situated upon the Property as hereinafter provided; 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, including, without limiting the generality of the foregoing, painting, roofs, concrete paving, and any other major expense for which the Association is responsible; and such other needs as may arise. 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 Clubridge B-5 Neighborhood and for operating and other expenses of the Association relating specifically to the Clubridge B-5 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 Clubridge B-5 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 Clubridge B-5 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 Clubridge B-5 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 Clubridge B-5 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 (which might include, without limitation, landscape maintenance, and/or irrigation of the front, side and/or rear yards, exterior maintenance, repair or replacement of the portions of the Units that are the responsibility of the Association hereunder, 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 Association in providing such services to a Unit Owner(s) in the Clubridge B-5 Property.

- 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),
- c. to cover costs, actual and estimated expenses incurred or anticipated to be incurred by the Association with respect to the Common Elements in the Clubridge B-5 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, the Clubridge B-5 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 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 Club Ridge Neighborhood and the Owners of Units therein. This initial Working Capital Contribution shall be Five Hundred Dollars (\$500) 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. From an accounting standpoint, the Association shall segregate all such funds and may only utilize such funds for cost or reserve funding related to the Clubridge B-5 Neighborhood or the responsibilities of the Association for the Common Elements or the Units therein.

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 Clubridge B-5 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 Clubridge B-5 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, OR 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 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. The Association shall maintain and keep in good repair the landscaping in the front and rear yard areas of each Unit, along with the Common Elements and all improvements, other than personal property of the Owners, located thereon. This maintenance shall include maintenance, repair and replacement of all landscaping, irrigation and grass areas, driveways, sidewalks, walking paths or nature trails, and other improvements situated on the Common Elements. The Association shall maintain and keep in good repair all landscaping, irrigation and grass areas within the front and rear yards areas of Units. The Association shall maintain and keep in good repair all paved or concrete walkways, driveways and parking areas within a Unit. The side courtyard of each Unit, including any fencing, shall not be maintained by the Association and shall be the sole responsibility of the Owner of such Unit.

The obligations of the Association set out herein shall be limited by any Builder's or vendors 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.

The Association shall provide exterior maintenance upon Unit improvements as follows: replace and care for roof surfaces, gutters and downspouts and all exterior building surfaces, including the caulking and painting of entry doors and windows, but excluding all other maintenance, repair and replacement of entry doors and door frames, garage doors and their frames and appurtenant hardware, garage door opening mechanisms and all exterior glass, including windows and patio doors. The Association may further maintain termite bond coverage on all Units.

The Association may, but shall not be obligated to provide any maintenance, repair or replacement that it determines to be the result of a willful or negligent act of the Owner, his family, pets, guests, lessees or invitees. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, pets, guests, lessees or invitees, should the Association provide such maintenance, repair or replacement, the cost of such maintenance, repair or replacement shall be the responsibility of the Unit Owner. Upon being invoiced by the Association, the Owner shall reimburse such cost and any administrative or supervisory fees or attorney fees, all of which shall be added to and become a part of the assessment to which such Unit is subject and the Association's lien on the Unit of the Owner. The Association is hereby granted an easement right of access to go upon any Unit for performance of maintenance, repair or replacement for which the Association is responsible hereunder.

8.2 Owner's Responsibility. 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 portions of the improvements on his Unit which shall need repair, including bathroom and kitchen fixtures, light fixtures or other electrical or plumbing equipment, pipes and fittings serving an Owner's Unit. Further, each Owner shall repair, maintain and replace, at his own expense, when necessary, the heating and air-conditioning systems servicing his dwelling, whether located on his Unit or the Common Elements adjacent to his Unit. Each Owner shall be responsible for interior pest control and for the periodic replacement of all bulbs in exterior light fixtures specific to their Unit. The side courtyard of each Unit, however, shall not be maintained by the Association and shall be the sole responsibility of the Owner of such Unit.

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 Purpose and Cross-Easements. In order to provide a larger and more private courtyard area for the owners of certain Units, Declarant hereby grants, bargains, and conveys unto each benefitting Unit owner, its invitees, heirs, successors and assigns (each a "Benefitting Owner"), for the benefit of the Benefitting Owner and its Unit (each a "Benefitted Unit"), a perpetual, appurtenant, exclusive (except as hereafter provided) easement, subject to the limitations set forth in this Agreement, on, over, under, through and across the surfaces on the Unit (each a "Burdened Unit") of the adjoining burdened Unit owner, its heirs, successors, and assigns (each a "Burdened Unit Owner"), within the entirety of the area between the dwelling upon the Benefitted Unit and the dwelling upon the adjacent Burdened Unit (the "Easement Area"). The Easement Area shall commence at the front of the Burdened Unit and extend to the rear of the Burdened Unit, bounded on each side as provided by the foregoing.

Pursuant to the easement granted under the foregoing paragraph, the Benefitting Owner shall have the right, subject to the terms and limitations of this Agreement, to construct, maintain, replace, repair, use, and enjoy Courtyard Improvements upon and within that portion of the Easement Area commencing at the exterior wall of the dwelling upon the Benefitted Unit and extending therefrom to a distance five feet (5') from the dwelling on the adjacent Burdened Unit. During any period of time within which improvements are being installed, maintained, or replaced within the Easement Area by a Benefitting Owner, the Benefitting Owner may utilize the entirety of the Easement Area with respect thereto; following any such repairs, installation, or replacements, the Benefitting Owner shall promptly repair, at its cost, any damage caused to the Easement Area thereby. Further, pursuant to the easement granted under the foregoing paragraph, the Benefitting Owner shall have the right to install, maintain, and replace mulch or gravel within the Easement Area (being an eighteen inch (18") area from the wall of the Burdened Unit), subject to the limitations contained in this Agreement. Furthermore, pursuant to the easement granted under the foregoing paragraph, the Benefitting Owner shall have the right, subject to the written approval of the Architectural Control Committee, to install fencing (subject to the terms of this Agreement) connecting (a) the front portion of the dwelling located upon the Benefitted Unit to the front portion of the dwelling located upon the Burdened Unit, and (b) the rear portion of the dwelling located upon the Benefitted Unit to the rear portion of the dwelling located upon the Burdened Unit. The easement granted by the foregoing sentence shall allow the Benefitting Owner



to access the Easement Area by pedestrian means only, and not by vehicular or other means. No vehicles, equipment, or other property of any kind may be stored by either the Benefitting Owner or Burdened Owner with the Easement Area, save for personal property commonly and ordinarily used in connection with patio improvements.

A Burdened Owner shall not have the right to access, use, or enjoy the portion of the Easement Area located upon its Unit except a portion of the Easement Area (being a thirty six inch (36") area from the wall of the Burdened Unit) as provided herein, and in accordance with the following provisions: (i) in connection with any routine maintenance, repairs, inspections, and/or pest control to be conducted by the Burdened Owner or its agents upon or with respect to that portion of the Burdened Owner's dwelling which is immediately adjacent to the Easement Area, the Burdened Owner shall first provide at least two (2) days' advance notice to the Benefitting Owner and property management company engaged by the Association prior to entering the Easement Area for any such maintenance, or (ii) in case of any emergency (whether to abate any casualty event or otherwise), the Burdened Owner and its agents may access the Burdened Owner's dwelling by way of the Easement Area upon the Burdened Unit without providing any prior notice. Any such access shall be by way of the gate which is to be incorporated within the fencing between the Units, as contemplated elsewhere within this Supplemental Declaration. Any notice of entry upon the Easement Area required of a Burdened Owner by this paragraph shall specify (a) the date and time of the proposed entry, and (b) the reason for such entry.

The improvements which may be constructed, maintained, replaced, repaired, used, and enjoyed by a Benefitting Owner within the portion of the Easement Area described above (being the entirety of the Easement Area less the eighteen inch (18") wide area described above) shall be limited to courtyard or patio area improvements only, and of a location and type approved in writing by the Architectural Control Committee (the "ACC" as defined by the Declaration) in advance (collectively, "Courtyard Improvements"). Prior to installing any Courtyard Improvements within such portion of the Easement Area, the Benefitting Owner shall first obtain the written approval of the ACC for the construction thereof as required by the Declaration. The parties acknowledge any Courtyard Improvements that are installed without the written approval of the ACC may be required to be removed in accordance with the Declaration. The mulch or gravel which may be installed by a Benefitting Owner within the remainder of the Easement Area (being the eighteen inch (18") wide area described above from the wall of the Burdened Unit) shall be of a type approved in writing by the ACC, and the Burdened Owner, before installing or modifying any such mulch or gravel, Owners shall first obtain the written approval of the ACC before installing the same in accordance with the architectural review and approval procedures set forth within the Declaration. The parties acknowledge that the ACC may require that only certain types or colors of mulch and/or gravel may be installed within such portion of the Easement Area. With respect to the fencing that may be installed in the Easement Area by a Benefitting Owner, such fencing shall be a black aluminum fencing of a type approved in writing by the ACC, and each Benefitting Owner shall submit plans and specifications for the installation of such a fence (including the locations at which it will attach to each dwelling and the manner of attachment) to the ACC for such approval, and obtain such written approval in accordance with the Declaration, before installing any such fencing. Any such fencing shall contain a gate in the portion of the fencing connecting the rear portion of the dwelling on the Benefitted Unit to the dwelling on the adjacent Burdened Unit providing for a means of access by the Benefitting Owner and Burdened Owner to the Easement Area (subject to the terms and limitations of this Supplemental Declaration).

All improvements which are installed by a Benefitting Owner within the Easement Area in accordance with the terms of this Agreement shall be installed in compliance with any



conditions imposed by the ACC in connection with the approval thereof, in compliance with all laws, ordinances, and regulations, and in a good and workmanlike manner. The Benefitting Owner shall pay for the costs of the installation of such improvements in a timely manner and prior to delinquency. However, it is agreed that such improvements do not benefit the Burdened Owner or the Burdened Unit, have not been authorized by the Burdened Owner, and shall give rise to no right to a mechanic's or materialman's lien upon any portion of the Burdened Unit by any contractor performing work thereupon for or on behalf of the Benefitting Owner. The Benefitting Owner shall indemnify and hold the Burdened Owner harmless from and against any and all costs, damages to persons or property, expenses, and liabilities whatsoever which are incurred by the Benefitting Owner and which arise out of the Benefitting Owner's activities within the Easement Area, and shall bond off in accordance with applicable law any lien claimed upon the Burdened Unit or any portion thereof by virtue of work performed for or on behalf of the Benefitting Owner within fifteen (15) days from the filing thereof. Following the installation of any improvements within the Easement Area by a Benefitting Owner in accordance with this Agreement, the Benefitting Owner shall use such improvements and maintain such improvements in a first class condition so as not to cause damage to or detract from the value or use of the Burdened Unit. The Burdened Owner shall have the right to specifically enforce the foregoing maintenance obligation, and to recover from the Benefitting Owner the reasonable costs and attorneys' fees incurred by the Burdened Owner in seeking the specific performance of such provision, to the extent that the Burdened Owner is the prevailing party in such action. Furthermore, each Benefitting Owner shall either, by way of its policy of homeowner's insurance or by way of a separate policy, maintain liability insurance insuring its actions upon the Easement Area, in such amounts as may be required from time to time by the Association; the Burdened Owner shall be named as an additional insured in such policy, and proof of such coverage shall be provided by the Benefitting Owner to the Burdened Owner or the Association, upon request. Such policy shall provide primary coverage with respect to the activities of the Benefitting Owner upon the Easement Area appurtenant to its Unit.

9.2 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 Clubridge B-5 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 Clubridge B-5 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 Clubridge B-5 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 Clubridge B-5 Neighborhood.

9.3 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 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 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.

9.4 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 Clubridge B-5 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.

9.5 Maintenance and Operation of Irrigation Systems on Units.

- a. It is anticipated that all irrigation of the Common Elements and the yards on Units, except Unit courtyards, will be the responsibility of the Association to maintain. Except where 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 Board shall have the sole authority to determine what level of irrigation is proper and to define proper operation of all irrigation system. Where individual Unit-specific irrigation systems exist, such as in courtyard areas, 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 that are a Unit Owner's responsibility are 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. After notice from the Association to adjust or maintain their irrigation system or to provide irrigation to a specific portion of the Unit and after that Owner's failure to comply by the deadline provided with such notice, the Board through the Association 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 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, 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 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 Clubridge B-5 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 Clubridge B-5 Neighborhood, the Declarant's rights hereunder shall automatically transfer to the purchaser of the remaining property in the Clubridge B-5 Neighborhood at foreclosure sale.

10.6 Annexation. Declarant may, as a condition of obtaining water service for the Clubridge B-5 Neighborhood from the City of Columbia, execute an agreement that the Clubridge B-5 Neighborhood will be annexed into the City of Columbia. All Owners consent to and shall be bound by any 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 Clubridge B-5 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 Clubridge B-5, 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.

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 Declaration of Covenants, Conditions, and Restrictions for Woodcreek Farms, as amended.

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 Clubridge B-5 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  
The Clubridge B-5 at Woodcreek

IN WITNESS WHEREOF, Woodcreek Development, LLC and Prime Development, LLC  
have by their duly authorized signors, set its hand and seal this 18 day of November, 2016.

WITNESSES:

WOODCREEK DEVELOPMENT, LLC

By:

Jana Rodriguez  
1<sup>st</sup> Witness

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

Patricia Dawkins  
2<sup>nd</sup> Witness

By:

Jana Rodriguez  
1<sup>st</sup> Witness

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

Patricia Dawkins  
2<sup>nd</sup> 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 18 day  
of November, 2016

Patricia Dawkins  
Notary Public for South Carolina  
My commission expires:

Jana Rodriguez  
1<sup>st</sup> Witness




SIGNATURE PAGE FOR  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING  
The Clubridge B-5 at Woodcreek

IN WITNESS WHEREOF Prime Development, LLC hereto has by its duly authorized signor, set its hand and seal this 18 day of November, 2016.

WITNESSES:

Prime Development, LLC



By:   
Harold V. Pickrel, III, Member/Manager

1<sup>st</sup> Witness

  
2<sup>nd</sup> Witness

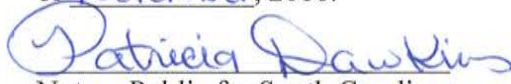
STATE OF SOUTH CAROLINA     )

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 18 day  
of November, 2016.

  
Notary Public for South Carolina  
My commission expires:

  
1<sup>st</sup> Witness



SIGNATURE PAGE FOR  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR WOODCREEK FARMS ADDING  
The Clubridge B-5 at Woodcreek

IN WITNESS WHEREOF NewStyle ClubRidge, LLC. hereto has by its duly authorized signor, set its hand and seal this 15 day of NOVEMBER 2016.

WITNESSES:

[Signature]  
1<sup>st</sup> Witness

NewStyle ClubRidge, LLC

By: [Signature]  
Brock L. Fankhauser, Member

Owner of Lots: 1 AKA Parcel A, 2 AKA Parcel B,  
5, 6, 9, 15, 16, 18, 29, 32, 63

[Signature]  
2<sup>nd</sup> Witness

~~SOUTH~~ NORTH  
STATE OF SOUTH CAROLINA )

PROBATE

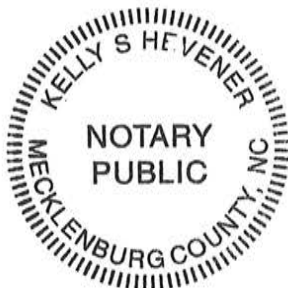
~~RICHLAND~~ MECKLENBURG  
COUNTY OF RICHLAND )

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named NewStyle ClubRidge, LLC by its Member, 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 15 day  
of NOVEMBER, 2016.

[Signature]  
Notary Public for ~~South~~ North Carolina  
My commission expires: 10/13/19

[Signature]  
1<sup>st</sup> 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 LLC, Portion Area B-5 prepared by United Design Services, Inc. dated March 3, 2006 and recorded in the Office of the ROD for Richland County in Book 1820, page 527, said Plat being incorporated by reference for a more complete description of the Clubridge B-5 Property.