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GREENVILLE, SC
STATE OF SOUTH CAROLINA)
2005 AUG -1 P 3 26)
TIMOTHY L. HANNEY)
REGISTER OF DEEDS)
COUNTY OF GREENVILLE)

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS APPLICABLE TO
BLUE RIDGE PLANTATION, ZONE IX
FOR THE MEADOW AT BLUE RIDGE
PLANTATION, PHASE 1

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO BLUE RIDGE PLANTATION, ZONE IX FOR THE MEADOW AT BLUE RIDGE PLANTATION, PHASE 1 (the "Supplemental Declaration"), is made this 28 day of July, 2005 by JACKSON POINTE DEVELOPMENT CO., INC., a South Carolina Corporation, (hereinafter the "Declarant"):

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Blue Ridge Plantation, Zone IX (Phase 1), (the "Property"), which Property is more particularly described as The Meadow at Blue Ridge Plantation, Phase I, as amended, recorded in Plat Book 49-D, Page 98 in the Office of the Register of Deeds for Greenville County, SC. The said Property is part of the mixed-use Planned Development known as Blue Ridge Plantation, located in the City of Greer in Greenville County, South Carolina. Declarant acknowledges that the Property is presently subject to that certain Declaration of Covenants, Conditions and Restrictions Applicable to Blue Ridge Plantation dated August 27, 2002 and recorded in the Office of the Register of Deeds for Greenville County in Deed Book 2007 at Pages 1030 through 1092 inclusive, amended by First Amended Declaration of Covenants, Conditions and Restrictions Applicable to Blue Ridge Plantation dated April 7, 2005 and recorded in the Office of said Register of Deeds in Deed Book 2138 at Page 1588(as amended, the "Master Declaration"), and Declarant wishes to subject the Property to supplemental and additional covenants, conditions, and restrictions which shall be unique to the Property;

NOW, THEREFORE, Declarant hereby declares that the Property, as already subject to the Master Declaration, is hereby additionally subjected to this Supplemental Declaration. The following easements, restrictions, covenants, and conditions (and those contained in the Master Declaration) shall run with the title to the Property and shall be binding on all parties having any right, title, or interest in or to said Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof, and shall be enforceable by any such Owner and/or the Blue Ridge Plantation Property Owners Association, Inc. (the "Association") and/or the Declarant or Declarants under the Master Declaration or this Supplemental Declaration. The terms hereof shall be supplemental to the terms of the aforesaid Master Declaration and in the event of any inconsistency, the terms of the Master Declaration shall control.

Article I
Definitions

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Section 1. "Subdivision Plat" shall mean and refer to the map or plat of The Meadow at Blue Ridge Plantation, Phase I, as amended, recorded in Plat Book 49-D, Page 98 in the Office of the Register of Deeds for Greenville County, South Carolina.

Section 2. "Blue Ridge Plantation" shall mean and refer to that certain Planned Development approved by the City of Greer, South Carolina in accordance with a preliminary development plan dated August 14, 2001, a reduced copy of which plan is attached to and incorporated in the Master Declaration as Exhibit B thereto.

Other than as specifically defined herein, capitalized terms appearing in this Supplemental Declaration shall have the same meanings ascribed to them in the Master Declaration.

Article II

Supplemental Covenants, Conditions and Restrictions

Section 1. Architectural Control.

Pursuant to Article V, Section 3 of the Master Declaration, the Architectural Committee has the right, at any time, in its sole discretion, to designate an appropriate number of persons to act as a subcommittee to assist with or carry out the duties of the Architectural Committee with respect to any particular Zone, Phase, or Section of Blue Ridge Plantation. Further, any such subcommittee may be established to act in an advisory capacity only or may be empowered by the Architectural Committee to carry out its duties and make final decisions with respect to such Zone, Phase or Section. As evidenced by its consent hereto, the Architectural Committee does hereby delegate to and create a subcommittee composed of the following individuals:

1. JD Martin
2. Kirby Bridwell
3. D.A. Burdette

(hereinafter the "Subcommittee"). The said Subcommittee shall be empowered to carry out the full duties and responsibilities of the Architectural Committee as set forth in the Master Declaration, but only with respect to the Property described in Exhibit A hereto. However, the aforementioned delegation of authority may be revoked by the Architectural Committee at any time, and such revocation shall be effective upon the recordation in the Office of the Register of Deeds for Greenville County, South Carolina of an instrument confirming the revocation and executed by the members of the Architectural Committee. Following any revocation of the Subcommittee's authority, the Architectural Committee shall carry out all duties of the Subcommittee as set forth in this Supplemental Declaration. Plans and specifications submitted to the Subcommittee for approval shall be mailed or hand delivered to:

Kirby Bridwell
4328 Wade Hampton Blvd., Suite E
Taylors, SC 29687

In accordance with the Master Declaration, Article V, Section 4(c), a non-refundable design review fee in the amount of Two Hundred and Fifty Dollars (\$250.00) per lot shall be paid at the time of submission. Likewise, an additional resubmission fee shall be payable by an owner at the discretion of the Subcommittee. The Subcommittee shall have the exclusive authority to permit variances of the requirements herein, upon written application of the Owner.

Section 2. Dwelling Size.

The total living area of the main residential structure on any Lot on the Property, exclusive of open porches and garages, shall not be less than one thousand six hundred (1600) square feet. The calculation of the area shall include the bonus room as part of the main living area. Dimensions used in the calculation of area shall be measured from the outside of exterior walls.

Section 3. Utility and Drainage Easements.

The Owners shall keep the area over any drainage, sewer or utility easement free of excavations and clear of structures, trees and other obstructions; it being understood that the Association or any lighting, power or other utility companies may install, maintain, repair, replace and remove said underground service lines, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by the Association or any utility for such use or activity.

Section 4. Building Standards.

The building and construction standards shall be as approved by the Subcommittee. Such building and construction standards shall be common to local practice and shall be reasonably uniform as to appearance and overall value. Approval by the Subcommittee shall be required for all improvements to be constructed on the Property.

Section 5. Walls and Fences.

No walls or fences shall be erected or maintained nearer to the front of any Lot than the front of the main residential structure. All walls and fences on any Lot must be of wood, rock, brick, or vinyl (not to include vinyl covered) construction. No wall or fence may be installed which will impede the natural flow of water across any drainage easement depicted on the Subdivision Plat. No wall or fence shall be constructed on or across any bank having a slope greater than 3 to 1. All walls and fences must be approved by the Subcommittee and may not exceed the height specified by the Subcommittee in granting such approval.

Ownership and maintenance responsibility for any approved wall or fence shall pass with title to the Lot it serves. In the event of default on the part of the Owner or Occupant of

any Lot to maintain said wall or fence and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or Occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said wall or fence to be repaired or maintained or do any other thing necessary to secure compliance with this Supplemental Declaration or the Master Declaration, so as to place said wall or fence in a satisfactory condition and may charge the Owner or Occupant of such Lot for the reasonable cost of such work. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such charges immediately upon receipt or an invoice therefore, and all such charges shall be secured by a lien for the benefit of the Association in the same manner as Annual Assessments due the Association under the Master Declaration.

Section 6. Lot Maintenance.

The Owners of lots having steep banks that cannot be maintained as lawns and that have been planted in ground cover by the builder/developer and are not part of the common areas of Blue Ridge Plantation (the "Banks") are not required to maintain the ground cover. The Banks will be maintained at the direction of the Association with the costs thereof to be imposed on the owners of lots in The Meadow at Blue Ridge Plantation as set forth in Section 7 below. Declarant and the Association shall have the right at any time to enter upon the Banks for the purpose of performing such maintenance and to cross such portions of the Property as may be reasonably necessary to carry out such maintenance and Owners of these lots must not restrict such access. The ground cover cannot be removed or replaced without specific authorization from the Architectural Subcommittee. Lots with Banks in Phase One of The Meadows are 1 through 12, 81 through 88, and 72 through 74. Other lots in The Meadow may have Banks as future lots are developed. They will be added to those lots that will have The Banks maintained by the Association.

The Owners or Occupants of all Lots shall at all times keep all trees, grass and other landscaping thereon properly cut or otherwise maintained in an attractive manner.

In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or Occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot or on any other part of the Property, including the Common Area, and an Owner or Occupant shall not burn trash, debris, refuse or garbage on his or her Lot or on any other part of the Property, including the Common Area. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or Occupant in trespass or otherwise, enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash or rubbish, or do anything necessary to secure compliance with these restrictions so as to place said Lot in a clean, attractive, healthful, and sanitary condition, and may charge the Owner or Occupant of

such Lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00), subject to an annual five percent (5%) upward adjustment in favor of the Association. The Owner or Occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such fees or charges immediately upon receipt thereof, and such payments due to the Association shall be secured by a lien in the same manner as Annual Assessments due the Association under the Master Declaration. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with approved landscaping of or construction on such Lot.

Section 7 Assessments

The cost of maintenance of the Banks and the cost of maintenance, repair and replacement of any infrastructure serving the Property that is not maintained by a public entity shall be a common expense for the owners of Lots in the Meadow at Blue Ridge Plantation and subject to assessments as set out in Article IV of the Master Declaration in addition to any other assessments described therein.

Section 8. Term; Amendments

The covenants and restrictions of this Supplemental Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Owners thereof and the Association, their respective heirs, successors and assigns. The covenants, conditions and restrictions of this Supplemental Declaration, as may be amended from time to time, shall run with and bind the property for the same duration as the covenants, conditions and restrictions of the Master Declaration. This Supplemental Declaration may be amended during the first five (5) year period by an instrument signed by the Declarant (unless the Declarant has relinquished or assigned its rights as Declarant in an instrument duly recorded in the Office of the Register of Deeds for Greenville County, South Carolina) and by Owners owning a majority of the Lots located with the Property and thereafter by an instrument signed by the Declarant (unless the Declarant has relinquished or assigned its rights as set forth above) and by Owners owning not less than two-thirds (2/3) of the Lots located with the Property, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded in the Office of the Register of Deeds for Greenville County, South Carolina.

Section 9. Miscellaneous.

(a) Scope of Supplementation.

This Supplemental Declaration is intended to add new and more restrictive covenants, conditions and restrictions to the Property. Otherwise, and except as explicitly stated herein, all provisions of the Master Declaration shall remain in full force and effect, and this Supplemental Declaration shall be incorporated and made a part of the Master

Declaration, as if the terms hereof were originally stated therein.

(b) Arbitration.

The arbitration provisions of the Master Declaration are hereby adopted and ratified and shall be fully applicable to the terms of this Supplemental Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the date first above written.

Witnesses:

Beverly D. Coppin
Timothy H. Jan

Jackson Pointe Development Co., Inc.

By: Kirby Bridwell
Kirby Bridwell
By: Frank Bridwell
Frank Bridwell

By: _____

STATE OF SOUTH CAROLINA

PROBATE COUNTY OF GREENVILLE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Jackson Pointe Development Co., Inc. by its duly authorized Members, sign, seal and as the act and deed of said entity, deliver the within written instrument and that (s)he, with the other witness, witnessed the execution thereof.

Beverly A. Cappie

Subscribed and sworn to before me
this 20 day of ~~June~~^{July}, 2005.

Trudy H. [Signature]

Notary Public for South Carolina

My Commission Expires: 6/27/06

CONSENT OF
ARCHITECTURAL COMMITTEE

In accordance with Article V, Section 3 of the Master Declaration and subject to the terms and conditions set forth above in this Supplemental Declaration, the undersigned Members of the Architectural Committee do hereby designate and appoint an Architectural Review Subcommittee, the said Subcommittee to have all powers and duties assigned to the Architectural Committee under the Master Declaration, namely to insure compliance with the provisions of Article V of the Master Declaration and to issue final decisions with respect thereto.

DATED: July 28, 2005

Architectural Committee:

Carolyn M. Sammons
James C. Sammons

James D. Martin, Jr.
James D. Martin, Jr.

Laurie Dingley
Frank Bridwell

Kirby Bridwell
Kirby Bridwell

Laurie Dingley
Frank Bridwell

D. A. Burdette
D. A. Burdette

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Timothy