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| STATE OF SOUTH CAROLINA |) | SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS IMPOSED UPON THE TERRAPIN POINT SUBDIVISION (Annexed Property and Lump Sum Assessment Installments) | Instrument | Book Page |
| |) | | | |
| COUNTY OF GREENWOOD |) | | | 1170 6 |

THIS SUPPLEMENTAL DECLARATION of covenants, restrictions and conditions applicable to Terrapin Point Subdivision located in Hodges, South Carolina, is made this 19th day of June, 2009.

WITNESSETH:

WHEREAS, Greenville Timberline SC, LLC, as Declarant, did impose upon the Terrapin Point Subdivision that certain declaration of covenants, conditions and easements by instrument dated October 30, 2003, recorded October 30, 2003 in Deed Book 811 at Page 220 in the Office of the Clerk of Court for Greenwood County ("Original Restrictions"), as amended and supplemented, and incorporated herein by reference;

WHEREAS, the Terrapin Point Property Owners Association, Inc. ("Association") is the successor-in-title to Greenville Timberline SC, LLC, under Article I section 6 of the Original Restrictions, and is vested with all rights and authority of the Declarant under the Original Restrictions as memorialized in that instrument of control transition as recorded in the office of the Clerk of Court for Greenwood County at Deed Book 1019, at Page 81;

WHEREAS, Black River Land Resources, LLC ("Owner") owns certain contiguous real property to the Terrapin Point Subdivision subjected to the Original Restrictions, to wit:

All that tract, parcel lot of land, situate lying and being in the County of Greenwood, State of South Carolina, known and designated as Tracts A - J, on plat entitled "PLAT SHOWING A DIVISION OF PARCEL 6941-086-269 PREPARED AT THE REQUEST OF H&H LAND LLC" by Ronald Lee Burton, dated December 18, 2006 and last revised April 5, 2007 to show changes to Tract E and Tract F, which plat is recorded in Plat Book 132, at Page 48 in the Office of the Clerk of Court for Greenwood County, which plat is incorporated herein by reference.

6941-086-269 6941-159-267 6941-178-141
 6941-069-334 6941-134-228 6941-210-085
 6941-122-321 6941-165-221
 6941-139-289 6941-172-190

This is the property conveyed to Black River Land resources, LLC by deed of Brown Development, LLC and is entered for record in Office of the Clerk of Court for Greenwood County at Deed Book 1147, Page 325.

WHEREAS, for certain promises and covenants set forth below by Owner, the Association permits Owner to pay its assessments in three lump sum fixed installments;

WHEREAS, in exchange of Owner's covenant to pay its assessments in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) to the Association, payable as follows: one payment of Four Thousand and No/100 Dollars (\$4,000.00) upon a transfer of interest in the first lot, Three Thousand and No/100 Dollars (\$3,000.00) upon a transfer of interest in the second lot, and Three Thousand and No/100 Dollars (\$3,000.00) upon a transfer of interest in the third lot; the Association, as the current Declarant, exercises its powers of annexation reserved in Article IX of the Original Restrictions to add the contiguous real property to the jurisdiction of Association;

WHEREAS, upon the payment of the Ten Thousand and No/100 Dollars (\$10,000.00), the Association will cause the recording evidencing the satisfaction of the covenant to be recorded in the Office of the Clerk of Court for Greenwood County stating that the Ten Thousand and No/100 Dollars (\$10,000.00) payment requirement has been satisfied;

WHEREAS, Owner subjects the contiguous real property to the jurisdiction of Association and Original Restrictions, as may be amended and supplemented from time to time;

WHEREAS, Association and Owner warrant and covenant that contiguous real property parcels of five (5) acres or more shall be allowed to construct and maintain log homes, within the sole and absolute discretion of the Architectural Review Committee by the following:

The log home is subject to a minimum of 200ft. set back from the road unless a written variance is granted by the Architectural Review Committee.

Building Requirements: The enclosed existing heated living space of the main structure located on ground level, exclusive of unfinished space, open porches, garages, carports and breezeways, shall not be less than 1400 square feet, being at least 1000 square feet on the ground level. All dwellings require at least a two (2) car garage. Finished rooms over a garage shall not be included in determining square footage requirements. No garage door shall open facing the street, subject to a case by case review by the Architectural Review Committee.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, Terrapin Point Property Owners Association, Inc. and Black River Land Resources, LLC do hereby consent to and accept the annexation of the contiguous real property described above, do impose the Original Restrictions upon the contiguous real property, do impose the additional covenants and restrictions as stated above and Owner does covenant and agree to pay the lump sum assessment installments as set forth above.

This supplemental declaration is binding on the undersigned, its successors and assigns forever and shall run with the land.

IN WITNESS WHEREOF, Terrapin Point Property Owners Association, Inc. and Black River Land Resources, LLC have caused this supplemental declaration of declaration of covenants, conditions and easements to be executed by their duly authorized officers, and its corporate seal to be affixed hereunto the day and year first above written.

WITNESS:

Black River Land Resources, LLC

Ashley N. Simpson

Audie C. Brown

BY: Audie C. Brown

Its: Managing Member

Linda R. Seiden

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named duly authorized agent of Black River Land Resources, LLC, by Audie C. Brown, its Managing Member, sign, seal, and as his act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

Ashley N. Simpson
Witness

SWORN to before me this 10th
day of July, 2009.

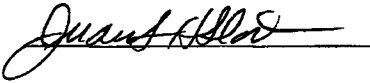
Linda R. Seiden

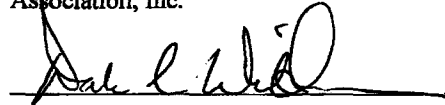
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: August 23, 2014

WITNESS:

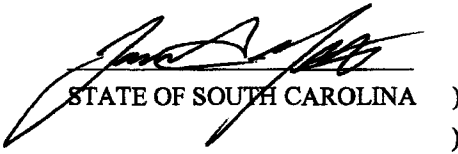
Terrapin Point Property Owners
Association, Inc.





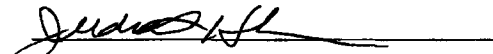
BY: Dale C. Wilkins

Its: President



STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named duly authorized agent of Terrapin Point Property Owners Association, Inc., by Dale C. Wilkins, its President, sign, seal, and as his act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.


Witness

SWORN to before me this 19
day of June, 2009.


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 26 Sept 2011