

STATE OF SOUTH CAROLINA)
)
) AGREEMENT
COUNTY OF ANDERSON)

THIS AGREEMENT made and entered into as of the 20th day of January, 2011, by and between Saluda River Holdings, LLC (hereinafter the "Declarant") and The River Reserve Owner's Association, Inc. (the "Association").

WHEREAS, Declarant is the successor to the rights of the Declarant under the Declaration of Covenants, Conditions and Restrictions Applicable to a Subdivision Known as The River Reserve (hereinafter the "Declaration");

WHEREAS, the Association, pursuant to the Declaration, is a non-profit corporation responsible, among other things, for the maintenance of all roads and other common areas within The River Reserve (hereinafter the "Subdivision") and for collecting annual and special assessments to cover the costs of said maintenance; and

WHEREAS, Articles II, Section 2, the Declaration, provides at any time within ten (10) years of the incorporation of the Association, the Declarant may unilaterally annex additional properties into the Subdivision; and

WHEREAS, Declarant desires to annex into the subdivision approximately 63 acres of property it owns adjacent to the Subdivision (hereinafter the "Annexed Property"), said property being all or a major portion of the "63.090 acres net area" referred to as "Tract B-1" on the Boundary Survey for Joseph Beeson and Mary Anne Beeson recorded in Book S1632, Pages 6 and 7, Anderson County Register of Deeds on August 4, 2006; and

WHEREAS, in order to provide for the harmonious annexation of the Annexed Property into the Subdivision, in order to provide additional funds to the Association for maintenance of the roads and other common areas within the Subdivision, and in order to address other concerns as set forth below, the Declarant and the Association hereby agree as follows:

1. Declarant shall leave a thirty (30') foot natural buffer at the back of all lots adjoining the existing Lots 98 -102 of the subdivision to be more particularly shown on the final recorded plat of the Annexed Property.

2. Declarant shall require that construction equipment and vehicles for infrastructure work within the Annexed Property access the Annexed Property from River Road through its existing easement until such work is completed and accepted by the County. Declarant hereby represents that it has full rights to use said easement for this purpose and that it will take no action that will restrict its use of said easement prior to such work being completed and accepted by the County. Declarant shall take all reasonable measures to prevent vehicles from using Reserve Drive to access the Annexed Property during such work, with the first measures taken being the installation of a reflective cable and the provision of written notice to all known contractors that will be working on the Annexed Property that access via Reserve Drive is prohibited, enclosing directions and a map to access the River Road entrance.

D.C. 

3. Declarant will contribute to the Association \$2,000 upon the sale of each lot in the new section. This amount shall be deducted and paid to the Association at the closing of the sale of each lot or lots by Declarant. The Association agrees to hold at least fifty (50%) of the amount generated by this Paragraph 3 in its reserve fund for future maintenance of roads within the Subdivision.

4. Declarant will establish a road impact fee of \$1,500 per lot to be paid by the owner or builder at the time construction plans for said lot are submitted and approved by the Architectural Committee of the Association. All such fees shall be held by the Association in its reserve fund for future maintenance of roads within the Subdivision.

5. Upon the annexation of the Annexed Property into the Subdivision, any and all of the Declarant's rights to annex any additional property into the subdivision and to amend the Declaration and/or its amendments unilaterally shall terminate. This termination of rights will be set forth in a supplement to the Declaration that Declarant files in the Office of the Register of Deeds for Anderson County pursuant to Article II, Section 2 of the Declaration (the "Supplement"). Declarant shall retain all other rights set forth in the Declaration until such time as Declarant sells the last lot owned by Declarant within the Annexed Property. At such time, Declarant shall assign to the Association all remaining rights of Declarant in the Declaration. The Declarant shall include language in the Supplement reflecting the termination of rights set forth in this paragraph and the eventual transfer of its rights set forth in this paragraph. The Supplement shall also reflect the provisions set forth in paragraphs 3 and 4 above so that closing attorneys will be on notice to collect the fees mentioned in paragraph 3 and so that all subsequent lot purchasers will be on notice of the fees set forth in paragraph 4. A draft of the Supplement is attached hereto as Exhibit A and is incorporated herein by reference.

6. Declarant and the Association agree to execute such documents as are necessary to relocate the existing ten (10') foot walking trail easement running from existing common area across Lot 96 to Reserve Drive so that it runs from said common area across Lot 96 to the new street connecting the Annexed Property to Reserve Drive to be more particularly shown on the final plat.

7. Declarant shall construct a trail along the Saluda River within the common area of the Annexed Property to connect with the trail within the existing common area of the Subdivision. The trail shall be constructed of similar quality as the existing trail.

8. Declarant hereby agrees that the Annexed Property shall not be subdivided into more than 33 total residential lots, that all lots shall be residential, and that, upon annexation of the Annexed Property out of which the subject lots will be derived, all lots shall be subject to the Declaration and any amendments thereto.

9. The Association agrees to refrain from taking any action that will delay the annexation of the Annexed Property or to delay the development or sale of the lots within the Annexed Property, and it agrees to deal with all purchasers of lots within the Annexed Property in good faith in all matters relating to said purchasers and their lots.

10. The Association agrees to accept conveyance of the common area of the Annexed Property as shown on the final recorded plat of the Annexed Property upon the sale of the first lot as

provided in Article III, Section 4 of the Declaration, and the Association agrees to maintain said common area together with existing common area as required by the Declaration.

11. The Declarant and the Association agree to work with each other in good faith to complete the annexation and development of the Annexed Property and to provide for the harmonious integration of the lots and common area within the Annexed Property into the subdivision.

12. The existing home and attached structures located on the Annexed Property shall be deemed approved by the Architectural Committee of the Association.

13. Except for those terms to be modified as specifically set forth in this Agreement, all other covenants, conditions and restrictions of the Declaration, as previously amended, shall remain in full force and effect.

14. Declarant shall have the right to terminate this Agreement in the event Declarant's plan to develop the Annexed Property is not approved by the Anderson County Planning Commission (the "Commission") on or before March 31, 2011. This date shall be extended an additional thirty (30) days in the event of any unforeseen cancellation of hearings and or meetings by the Commission. Furthermore, in the event such approval is delayed by the Commission due to additional action on the part of Declarant that is required by the Commission to comply with any zoning, regulations and/or other laws governing the development of the Annexed Property, this date shall further also be extended until such time as Declarant completes said action, presents documentation of said action to the Commission, and the Commission meets to vote on final approval.

15. This Agreement reflects the entire Agreement between the parties. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties thereto and their heirs, successors and assigns.

17. This Agreement shall be governed, construed, and enforced in accord with the laws of the State of South Carolina.


18. The Association and Declarant shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, and provisions set forth in this Agreement. In the event either party resorts to litigation to remedy a violation or breach of this Agreement, the prevailing party shall be entitled to recover court costs, attorneys' fees, and expenses incurred in connection therewith. In the case of Declarant, such award of costs, fees and expenses may be levied as a special assessment against any and all lots that remain in possession of the Declarant at the time of such award.

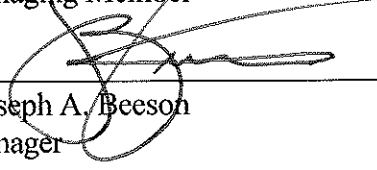
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:


SALUDA RIVER HOLDINGS, LLC


By: J and E Holdings, LLC
Its: Managing Member



By: 
Joseph A. Beeson
Its: Manager

THE RIVER RESERVE OWNER'S
ASSOCIATION, INC.



By: 
Lee Carroll
Its: President

L.C.
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EXHIBIT A

This Document should be registered in the Grantor Index under the names "Saluda River Holdings, LLC" and "The River Reserve".

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS APPLICABLE TO A SUBDIVISION KNOWN AS
THE RIVER RESERVE
(PHASE 4)**

THIS SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO A SUBDIVISION KNOWN AS THE RIVER RESERVE is made on the date hereinafter set forth by **Saluda River Holdings, LLC**, a South Carolina Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant's predecessor, Riverside Venture, LLC (hereinafter "Riverside Venture"), has previously recorded a Declaration of Covenants, Conditions and Restrictions Applicable to a Subdivision Known as The River Reserve, Plat Book 1425, Pages 9 and 10, dated November 16, 2003, and recorded January 7, 2004, in the Office of the Register of Deeds for Anderson County in Book 5939 at Page 41, and re-recorded on February 6, 2004 in Book 5984 at Page 53, and as supplemented by the certain Supplement to the Declaration of Covenants, Conditions and Restrictions dated January 4, 2005, and recorded January 27, 2005 in Book 6568 at Page 31, in the aforementioned records, and as further supplemented by the certain Supplement to the Declaration of Covenants, Conditions and Restrictions dated July 7, 2006, and recorded August 5, 2006 in Book 7570 at Page 126, in the aforementioned records, subjecting the property described therein to certain protective covenants, conditions, restrictions, liens and charges as therein set forth (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, by Assignment of Declarant's Rights dated September 14, 2010 and recorded in Book 9759 at Page 16, in the aforementioned records, and by Assignment of Declarant's Rights dated December 13, 2010 and recorded in Book 9863 at Page 191, in the aforementioned records, Declarant is the successor to Riverside Venture of the rights of Declarant under the Declaration; and

WHEREAS, Declarant, is the owner of certain property in the County of Anderson, State of South Carolina containing _____ acres, more or less, as shown on a plat entitled "The River Reserve, Phase 4" (hereinafter the "Plat") prepared by _____ dated _____, a copy of the Plat being recorded in the Office of the Register of Deeds for Anderson County in Plat Book _____ at Page _____ (hereinafter the "Phase 4 Property"). Reference is hereby made to said plat for a complete metes and bounds description of the Phase 4 Property; and

WHEREAS, pursuant to Article II of the Declaration, Declarant reserved the right to unilaterally annex additional properties into the Property (as that term is defined in the Declaration) for the purpose of subjecting the annexed property to the provisions of the Declaration; and

R.C. JS

WHEREAS, pursuant to Article X of the Declaration, Declarant reserved the right to impose additional covenants upon its property so long as such covenants are consistent with and do not lower the standards set forth in the Declaration; and

WHEREAS, Declarant desires to annex the Phase 4 Property into the Property for the purpose of subjecting the Phase 4 Property to the Provisions of the Declaration and the jurisdiction of the Association (as that term is defined in the Declaration); and

WHEREAS, Declarant desires to impose certain additional covenants upon the Phase 4 Property; and

WHEREAS, Declarant owns one hundred percent (100%) of the Phase 4 Property; and

WHEREAS, Declarant further desires to provide for the termination of certain rights of Declarant and for the eventual transfer of the remaining rights of Declarant to the Association.


NOW, THEREFORE, Declarant hereby declares that the Phase 4 Property described on the Plat which is incorporated herein by reference, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions of the Declaration which are for the purpose of protecting the value and desirability of the Property, to include the Phase 4 Property, and which Declaration shall run with the Phase 4 Property and be binding on all parties having any right, title or interest in the Phase 4 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (as that term is defined in the Declaration). In addition, Declarant hereby declares as follows:

1. For purposes of this annexation, Article I, Section 9 of the Declaration is hereby amended to include with its definition of the term "Subdivision" the Phase 4 Property as described on the Plat.

2. For purposes of this annexation, Declarant, on behalf of all future Owners of Lots within the Phase 4 Property, covenants and agrees that each Owner of said lots, their/its heirs, successors and assigns, shall employ and use an Approved Builder, as that term is defined in the Declaration, to construct the initial improvements on each lot within the Phase 4 Property in compliance with the terms and provisions of the Declaration. This obligation shall binding on each such Owner, their/its heirs, successors and assigns.

3. Upon the sale of each lot within the Phase 4 Property, Declarant will pay to the Association \$2,000.00. This amount shall be deducted at closing and paid to the Association at the closing of the sale of each lot or lots by Declarant. The Association shall hold at least fifty (50%) of the amount generated by this Paragraph 3 in a reserve fund for future maintenance of roads within the Subdivision and shall use said funds for such purpose.

4. Each lot within the Phase 4 Property shall be subject to a road impact fee of \$1,500.00 per lot to be paid by the owner of said lot or said owner's Approved Builder at the time construction plans for said lot are submitted and approved by the Architectural Committee of the Association. The Association shall hold all such road impact fees in a reserve fund for future maintenance of roads within the Subdivision and shall use said funds for such purpose.

L.C. 

5. All fees set forth in Paragraph 3 and 4 above that are not paid when due shall constitute a lien on said lot and shall be subject to the terms of Article IV relating to unpaid assessments.

6. Declarant hereby declares that upon the annexation of the Phase 4 Property, any and all of the Declarant's rights under the Declaration to annex any additional properties to Property and to amend the Declaration and/or its amendments unilaterally shall terminate.

7. Declarant hereby further declares that upon such date as Declarant no longer owns any lots within the Phase 4 Property, all remaining rights and obligations of Declarant set forth in the Declaration shall immediately be assigned to the Association.

8. Except as hereinabove amended and supplemented, the Declaration shall remain in full force and effect.

9. The covenants, conditions and restrictions set forth herein shall run with the Phase 4 Property and be binding upon Declarant and all parties having any right, title or interest in the Phase 4 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this ____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SALUDA RIVER HOLDINGS, LLC

By: J and E Holdings, LLC
Its: Managing Member

By: _____
Joseph A. Beeson
Its: Manager

P.C. 

