

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 those certain lots of land in the County of Anderson, State of South Carolina, being shown and designated as Lots 1 through 31 (hereinafter the "Phase 4 Property") on a plat entitled "River Reserve, Phase 4" (hereinafter the "Plat") prepared by Fant, Reichert, Fogleman, Inc. dated August 19, 2011, a copy of the Plat being recorded in the Office of the Register of Deeds for Anderson County in Plat Book S1923 at Page 10. Reference is hereby made to the 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

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 within 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 be 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 (the "Developer's Fee"). The Developer's Fee 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 (the "Road Impact Fee") 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.

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.

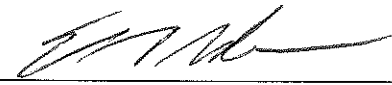
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of September, 2011.

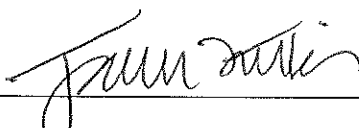
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SALUDA RIVER HOLDINGS, LLC

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

By: 
Joseph A. Beeson
Its: Sole Member





STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that Joseph A. Beeson, as Sole Member of J and E Holdings LLC, as Managing Member of Saluda River Holdings, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6th day of September, 2011.



Notary Public for the State of South Carolina
My Commission Expires: 10/31/2012