

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

WHEREAS Woodson Lake Home Owners Association (hereafter "Woodson Lake HOA") is a non-profit corporation organized under the laws of the State of South Carolina for the purpose of owning and administering certain common elements within Woodson Lake Subdivision, and

WHEREAS Riverside Venture, LLC is the owner and developer of The River Reserve subdivision and River Reserve Home Owners Association (hereafter "River Reserve HOA") is a non-profit corporation organized under the laws of the State of South Carolina for the purpose of owning and administering certain common elements within River Reserve Subdivision, and

WHEREAS Riverside Venture, LLC, Woodson Lake HOA, and River Reserve HOA desire to enter into an agreement and set forth their agreement in writing by way of this Memorandum,

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS That Riverside Venture, LLC, Woodson Lake HOA, and River Reserve HOA do hereby agree as follows:

1. Riverside Venture, LLC is the owner and developer of Lots Number 41, 42, 43, 44, 48, 49, 50, 55, 56, 57, 59, 60, and 61 in The River Reserve subdivision Phase 1, 3 proposed lots in Phase II (designated as "Future Development" on the plat) and additional lots not to exceed 4 in Phase III (designated as "Future Development" on the plat), all of which have or will have a common boundary line with Woodson Lake, as shown on a plat thereof by George B. Souther, Surveyor, dated October 16, 2003, revised November 13, 2003, and recorded in Anderson County Plat Book 1485, at Page 9&10 (the "Plat"). The Plat shall be incorporated herein by reference and made a part of this Agreement.

2. Riverside Venture, LLC shall pay the sum of \$70,000.00 to Woodson Lake HOA for the lots in Phase I and Phase II on or before May 17, 2004. Riverside Ventures, LLC shall also pay \$5,000.00 per lot for any additional lots in Phase III if they elect to exercise their right to use the lake as described herein and those lots shall thereafter become subject to the terms and conditions of this Agreement.

3. Upon payment of this sum to Woodson Lake HOA, Woodson Lake HOA agrees that each of the lots in River Reserve subdivision described above shall have the right of access to the

body of water known as Woodson Lake located within Woodson Lake subdivision and the right to use the lake for recreational purposes, upon the terms described below.

In addition to the lots identified herein, Woodson Lake HOA shall allow the additional lots in Phase II of River Reserve subdivision and Phase III of River Reserve subdivision which front on the body of water known as Woodson Lake to have the same rights and duties created by this Agreement upon the same terms and conditions set forth in this Agreement. In the event River Reserve is re-platted or the plat referenced herein is materially altered, the rights granted by Woodson Lake herein shall be terminated without the requirement of further notice and Woodson Lake shall be entitled to seek any and all appropriate legal and equitable relief.

4. The rights and duties created herein for the River Reserve lots shall run with the land and shall not be personal to the owners of the lots. The rights and duties created herein for the River Reserve lots shall be the same as those rights and duties enjoyed by property owners in Woodson Lake subdivision concerning the body of water known as Woodson Lake, provided however, that no lot in River Reserve Subdivision shall have the right to place a dock, boardwalk, or other structure, upon the body of water known as Woodson Lake. Only those lots in River Reserve subdivision specifically identified in this Agreement shall be entitled to the rights and duties created herein, except for the provision in Paragraph 3. above, to extend this privilege to those other lots in River Reserve subdivision specifically contemplated by this Agreement.

5. The lots in River Reserve subdivision identified herein shall not be considered part of Woodson Lake subdivision nor shall these lots or owners thereof be members of the Woodson Lake HOA or subject to assessments thereby, provided, however, that the owner of each River Reserve lots entitled to use Woodson Lake as described in this agreement shall pay the sum of \$200.00 per lot per year to the Woodson Lake HOA, beginning January 1, 2005 for the calendar year 2005. Woodson lake shall have the authority to place a lien and foreclose upon any property affected by this agreement which does not make timely payment of these annual dues. The dues for each calendar year shall be due on January 1 and delinquent if not paid in full by February 15.

6. Neither Riverside Venture, LLC nor River Reserve HOA, nor the property owners in River Reserve Subdivision, shall allow any property owners (other than those lots specifically identified in this agreement) in River Reserve subdivision, their agents, employees, or guests to

use the body of water known as Woodson Lake for any purpose whatsoever, provided however, that guests may use the lake upon the terms set forth herein if such guests are physically accompanied by a property owner entitled to use the lake. Neither Riverside Home Owners Association, Riverside Venture, LLC nor their successors or assigns are permitted to create or allow any common areas in River Reserve subdivision to border upon any part of the body of water known as Woodson Lake. Further, Neither Riverside Home Owners Association, Riverside Venture, LLC nor their successors or assigns are permitted to allow or provide for common access to the lake.

7. Woodson Lake HOA acknowledges that Woodson Lake might require dredging because of silt in the lake. Woodson Lake HOA acknowledges that neither Riverside Venture, LLC nor River Reserve HOA materially contributed to the accumulation of silt in the lake as of the signing of this Agreement.

8. No homeowner in River Reserve affected by this agreement shall allow any tree larger than three inches (3") diameter to be removed within the area from the high water mark of the lake to twenty-five feet from the high water mark along the entire shore of the lake. Trees may be removed with the written permission of the Woodson Lake Home Owners Association, with permission not being unreasonably withheld. Removal of a tree in violation of this paragraph will entitle Woodson Lake HOA to recover Two Hundred Fifty Dollars (\$250.00) per tree affected as liquidated damages.

9. (a) No party to this agreement shall be liable for the acts, omissions, or liabilities of any other party to this agreement. Each party to this agreement shall indemnify and defend any other party to this agreement from damage resulting from the acts, omissions or liabilities of the liable party. River Reserve HOA and Woodson Lake HOA shall each maintain a liability policy in an amount not less than \$2,000,000.00.

(b) This Memorandum of Agreement embodies the entire agreement between the parties. Any changes in or to this Agreement must be made in writing and signed by all parties. No party has relied on any representations made by any other party, its agents or employees, except for those representations specifically recited herein.

(c) Each person executing this Agreement on behalf of the parties hereto is duly authorized to do so and each party has complied with any of its procedural requirements necessary to approve the terms of this Agreement and to authorize its execution.

(d) If any provision in this agreement is held invalid, then this invalidity shall not affect other provisions of this agreement and to this end the provisions of this agreement are severable.

(e) If any party is required to seek legal or equitable relief in a court of law to enforce the provisions of this Agreement, the prevailing party to any litigation shall be entitled to recover its attorneys' fees and costs, including expert fees, from the adverse party. If Woodson Lake is forced to seek injunctive relief to enforce any provision of this Agreement, parties agree that Woodson Lake shall not be required to post a bond or security in excess of Twenty-Five Thousand Dollars (\$25,000.00).

(f) It is the parties' intention that this Agreement be recorded and enforceable as against subsequent purchasers of the affected properties. Parties agree to cooperate and execute any documents necessary to provide for the proper recording of this Agreement.

[Remainder of page intentionally left blank.]

This Memorandum of Agreement was executed and signed on MAY 17, 2004.

Woodson Lake Home Owners Association

By: Michael E. McClain

Michael E. McClain, President
Print Name & Title

Witness 1: [Signature]

Witness 2: [Signature]

River Reserve Home Owners Association

By: [Signature]

MEMBER
Print Name & Title

Witness 1: [Signature]

Witness 2: Jennifer K. Moser

Riverside Venture, LLC

By: [Signature]

J B ROGERS Member
Print Name & Title

Witness 1: [Signature]

Witness 2: [Signature]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF PICKENS)

PERSONALLY appeared the undersigned witness and made oath that he saw the within named deponent sign, seal and as the deponent's act and deed deliver the within affidavit and that he, with other witness subscribed above witnessed the execution thereof.

SWORN to before me this 17th day of May, 2004.

[Signature]
Notary Public for South Carolina
My commission expires: 9/25/12

[Signature]
Witness

040018413 06/04/2004 09:48:02AM
FILED, RECORDED, INDEXED
Bk:06192 Pg:00275 Pages:5
RecFee:11.00 St Fee:0.00
Co Fee:0.00
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon