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BOOK 2007 PAGE 1030

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO BLUE RIDGE PLANTATION

NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU TO SUBMIT ALL DISPUTES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT TO ARBITRATION PURSUANT TO S. C. CODE SECTION 15-48-10, ET SEQ.

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NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT REQUIRES YOU TO SUBMIT ALL DISPUTES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT TO ARBITRATION PURSUANT TO S. C. CODE SECTION 15-48-10, ET SEQ.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO BLUE RIDGE PLANTATION

THIS DECLARATION, made on the date hereinafter set forth by BLUE RIDGE DEVELOPMENT, LLC and JACKSON POINTE DEVELOPMENT COMPANY, INC., hereinafter referred to as "Declarants."

WHEREAS, Declarants are the owners of certain real property in the City of Greer, County of Greenville, State of South Carolina, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

AND WHEREAS, Declarants are developing the above-described Property for single-family residential use as a portion of a multi-use development to be known as Blue Ridge Plantation and, in connection therewith, Declarants wish to ensure the proper use, development and improvement of such Property so as to protect the Owners and Occupants of Lots therein by restricting the use of all Lots for purposes consistent with the overall development of Blue Ridge Plantation in an attractive and desirable manner, by encouraging the erection of attractive,

harmonious and appropriately located permanent improvements and by providing for appropriate easements and by creating provisions for maintenance and assessments.

NOW, THEREFORE, Declarants hereby declare that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to the BLUE RIDGE PLANTATION PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns. The Association shall be a not-for-profit corporation formed under the laws of the State of South Carolina by or at the direction of Declarants and having such by-laws as determined by Declarants as may be appropriate to carry out the purposes of the Association consistent with the requirements of this Declaration. Until such time as the Association is formed, the Declarants shall carry out the functions of the Association as set forth in this Declaration.

SECTION 2. "(B)uilding" shall mean and include, but shall not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms, canopies, porches and outbuildings, all whether for permanent or temporary use.

SECTION 3. "By-laws" shall mean the by-laws of the Association as they now or may hereafter exist.

SECTION 4. "Common Area" shall mean all real property located within the Property owned or maintained or to be owned or maintained by the Association and specifically designated by Declarants as "Common Area," including but not limited to areas shown on any recorded plat of the Property as "Common Area" or "Amenity Area" or as beautification easements, together with such facilities and Improvements as may be constructed thereon, for the common use and enjoyment of the members of the Association. The initial portions of the Common Area to be owned by the Association may be conveyed to the Association by Declarants at such time as it shall be determined by the Declarants, in the exercise of their sole discretion, that the Association is able to maintain them. The Common Area also shall be deemed to include such additional property as Declarants may from time to time designate by filing a declaration to such effect in the public records of Greenville County, South Carolina and, if appropriate, by conveying the same to the Association. Further, the Common Area shall include other real or personal property acquired by the Association in accordance with its bylaws if the same is designated as a part of the Common Area. Common Area may include any real property, with facilities and Improvements constructed thereon, which is located within the Blue Ridge Plantation development and which benefits the Property as defined in Exhibit A."

SECTION 5. "Declarants" shall mean and refer to Blue Ridge Development, LLC and Jackson Pointe Development Company, Inc., or their successors and assigns pursuant to any assignment accomplished pursuant to the provisions of ARTICLE X, SECTION 7.

SECTION 6. "(I)mprovement" shall mean any structure, object or construction of any kind that alters the physical appearance of a Lot, including but not limited to, buildings, outbuildings, roads and driveways (other than those dedicated to public use), parking areas, fences, flagpoles and flags, statues, sculptures, screening walls, retaining walls, loading areas,

signs, mailboxes, lights, utilities, lawns, landscaping, walkways and recreational amenities, including but not limited to swimming pools, tennis courts and other recreational courts located on Lots, together with any construction work or treatment done or applied to a Lot in connection therewith.

SECTION 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or recorded development plan of the Property with the exception of Common Area and dedicated streets and roads.

SECTION 8. "Member" shall mean and refer to every person or entity holding membership with voting rights in the Association.

SECTION 9. "Occupant" shall mean any person or entity occupying or having the right to occupy, all or a part of any Lot which is a part of the Property, whether such occupancy or right of occupancy is based on ownership, lease, license or easement.

SECTION 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 11. "Property" shall mean and refer to that certain real property described in Exhibit A.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and Occupant shall have a right and easement of enjoyment in and to those portions of the Common Area owned by the Association which shall be appurtenant to and shall pass with the title to

every Lot, whether or not referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an Owner or Occupant for any period during which any assessment against his or her Lot or other amount due to the Association pursuant to this Declaration remains unpaid;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and to mortgage, pledge or otherwise hypothecate any or all of its real or personal property as security for any such money borrowed.

(c) the right of the Declarants and/or the Association to grant easements and rights of way across or beneath all or any part of the Common Area to any public agency, authority or utility;

(d) the right of the Declarants and/or the Association to impose upon or grant conservation easements with respect to the Common Area.

SECTION 2. LEASES OF LOTS. Any permitted lease agreement between an Owner and a lessee for the lease of such Owner's Lot shall be subject in all respects to the provisions of this Declaration and to the Articles of Incorporation and By-laws of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the terms of the lease. All leases of Lots shall be in writing for a term of not less than six (6) months, and shall not provide for the lease of less than the entire Lot and all Improvements located thereon. Each Owner shall be responsible for inserting a provision in any lease informing the lessee that such lease is subject to the terms of this Declaration. Each lessee of any Lot or portion thereof, by entering into a lease therefor, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to the foregoing.

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the applicable By-laws of the Association, his or her rights of enjoyment of the Common Area and facilities to the members of his or her family, guests and tenants, provided that every such delegee shall reside upon the Property or be accompanied by the Owner.

SECTION 4. STREETS AND UTILITIES. The Declarants, pursuant to the plan of development for the subdivision, shall construct, or cause to be constructed, and, if deemed appropriate or necessary by Declarants, dedicated to public use, necessary streets and roads to the Lots and shall provide, or cause to be provided, utility services, including but not necessarily limited to, water, sewer, electric and telephone service to each Lot, either in the streets abutting a Lot or in reserved utility easements. The initial construction of such streets and the initial providing of such utility services to Lots shall be accomplished without cost or expense to the Association. Until such time as the aforementioned streets, roads and utility easements are dedicated by the Declarants to public use, they shall be deemed to be Common Areas, and every Owner and Occupant shall have a right and casement of enjoyment thereto.

ARTICLE III

OWNERS ASSOCIATION AND MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERS. Every Owner of a Lot which is subject to a lien for assessments shall be a Member of the Association. An Owner may assign in writing his or her membership and voting rights to an Occupant upon such terms as the Association may prescribe. Otherwise, membership and voting rights shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment; provided, however, that no such assignment shall affect the obligation of the Owner to pay the assessments described in ARTICLE IV hereof.

Each Owner of a Lot shall be entitled to voting rights consisting of one vote for each Lot, except as set forth below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall multiple Owners of a Lot be entitled to cast more than the one vote for that Lot.

The Association shall have two classes of voting membership: Class A Members shall be all Owners other than the Declarants, who shall be Class B Members. Each of the Class B Members shall be entitled to one vote for each Lot owned by such Member, plus one-half vote for each vote held by a Class A Member, plus an additional one-half vote. The total vote of the Association's Members shall consist of the sum of the votes of all Class A Members and the votes of the Class B Members, with each Class A vote being equivalent to one Class B vote. Class B membership may, at the option of the Class B Members, be converted at any time to Class A membership.

SECTION 2. BOARD OF DIRECTORS. The business and affairs of the Association shall be managed by a Board of Directors of not less than three (3) directors, each of whom shall be elected by a majority vote of the Members of the Association in accordance with its By-laws. Directors may be, but shall not be required to be Members of the Association. No Director shall incur any liability whatsoever to any Member, Owner or Occupant for any actions taken by such Director in good faith and within the scope of his or her authority in implementing or enforcing any provision of this Declaration.

SECTION 3. ASSOCIATION FUNCTIONS. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within the Property. The Association shall be the primary entity responsible for enforcement of

this Declaration and such reasonable rules regulating use of the Property and the Common Area as its Board of Directors may adopt. Upon delegation by Declarants or termination of Declarants' authority over architectural matters, pursuant to the provisions of ARTICLE V, the Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with this Declaration, the By-laws, the Articles of Incorporation and South Carolina law.

SECTION 4. ACCEPTANCE AND CONTROL OF ASSOCIATION PROPERTY. The Association may acquire, hold or dispose of tangible and intangible personal property and real property. The Declarants may convey to the Association improved or unimproved real estate located within the Property, and personal property. Any such conveyed property shall be accepted by the Association and thereafter shall be maintained as Common Area by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association.

SECTION 5. MAINTENANCE OF COMMON AREA. The Association shall manage and control the Common Area and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair consistent with this Declaration. All costs associated with maintenance, repair and replacement of the Common Area shall be a common expense subject to the assessments set out in ARTICLE IV below. If the Association fails to properly perform its maintenance responsibilities hereunder, Declarants may, upon not less than ten (10) days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

SECTION 6. COMPLIANCE AND ENFORCEMENT. Every Owner and Occupant shall comply with the terms of this Declaration. Failure to comply shall be grounds for an action by the Association, by the Declarants or, in a proper case, by any aggrieved Owner, to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to such other enforcement powers as may be granted to the Association pursuant to this Declaration. All remedies set forth in this Declaration and the By-laws shall be cumulative of any remedies available at law or in equity. Any party which brings an action to enforce the provisions of the Declaration and is successful in so doing shall be entitled to recover all costs, including without limitation, attorney's fees and court costs, reasonably incurred in such action.

The Association may impose sanctions for violation of the Declaration in accordance with any procedures set forth in the By-laws, including reasonable monetary fines and suspension of the right to vote, and to use any facilities within the Common Area. In addition, the Association may exercise self-help to cure violations to the fullest extent allowed by applicable law, and may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

The Association may, but shall not be obligated to, refuse to take action (a) to enforce any provision of the Declaration which the Board reasonable determines is inconsistent with applicable law; or (b) with respect to any violation of the Declaration which the Board reasonably determines to be so minor or unobtrusive as not to be objectionable to a reasonable person; or (c) in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall

not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

SECTION 7. INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS. The Association shall indemnify every officer, director and committee member against all damages and expenses, including attorney's fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions as to which liability is limited under this Section and South Carolina law.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or any commitment made or action taken, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association) and the Association shall indemnify and forever hold each such officer and director harmless from any and all liability to others on account of any such contract, commitment or action. This right of indemnification shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION 8. DISCLAIMER; PERMISSIVE ENHANCEMENT OF SAFETY. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT

CERTAIN ACTIVITIES WITHIN THE PROPERTY AND THE COMMON AREAS DESIGNED TO ENHANCE THE SAFETY OF THE PROPERTY. NEITHER THE ASSOCIATION, THE DECLARANTS, NOR ANY SUCCESSOR OF DECLARANTS SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY OR THE COMMON AREAS, NOR SHALL ANY OR ALL OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot or portion thereof, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established as necessary and collected as hereinafter provided; and (3) any other amounts due pursuant to specific provisions of this Declaration. The annual and special assessments and any other amounts due pursuant to specific provisions of this Declaration, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment or other amount due, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the same was due. The personal obligation for the delinquent assessments and

other amounts due shall not pass to his successors in title unless expressly assumed by them, but shall be a continuing lien upon the Owner's Lot.

Lots owned by Declarants shall be subject to a lien for assessments, but the total amount of the assessments which Declarants shall be obligated to pay annually shall be the lesser of (1) the number of Lots owned by Declarants times the total assessments due for each Lot owned by an Owner other than Declarants; or (2) the difference between the total of assessments paid by all Owners other than Declarants and the total amount of funds to be expended annually, as determined by the Board of Directors of the Association, to carry out the purposes for which assessments are to be levied and collected pursuant to this Declaration.

SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the health, safety, enjoyment and welfare of the Owners and Occupants of the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose or for maintenance of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, maintenance of entrance areas and beautification easements, the maintenance of water and/or sewer lines in and upon the Common Area, the procurement and maintenance of insurance by the Association, the payment of charges for any street lights located on the Property, the employment of attorneys and accountants to represent the Association when necessary, and such other needs as may arise.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and

duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-laws of the Association. As monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

SECTION 3. ANNUAL AND SPECIAL ASSESSMENTS.

(a) The maximum annual assessment for each Lot for the calendar year 2003 shall be determined by the Board of Directors prior to the sale of any Lot.

(b) The maximum annual assessment for each Lot for the calendar year commencing January 1, 2004 and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed fifteen percent (15%) of the maximum annual assessment of the previous year.

(c) The maximum annual assessment for each Lot for any calendar year commencing January 1, 2004 and for each calendar year thereafter may be increased without limit by a

majority of the votes cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) In addition to the annual assessments authorized above, the Association may levy, at any time during any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, in accordance with the procedure set forth in Section 4 below.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than seven (7) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 5. DATES OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall be collected on an annual basis and shall commence as to each Lot on the first day of the first month following the conveyance of that Lot to an Owner by a

Declarant, with the assessment for the first year of ownership to be prorated according to the portion of the year during which the Lot is owned by the Owner. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment for each Lot. The due date shall be established by the Board of Directors.

SECTION 6. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment or other amount due under this Declaration not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of four (4%) percent over the most recent prime interest rate quoted by the Wall Street Journal, or its successor, as it changes from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition, Declarants and the officers of the Association are each hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a Statement of Lien in the mortgage records in the Office of the Register of Deeds for Greenville County, South Carolina, setting forth the amount of the lien (except for interest and costs of collection, which may continue to accrue) for any assessment or other amount not paid within thirty (30) days after the due date.

In addition to the foregoing, the Association shall have the rights set forth in ARTICLE III, which include but are not limited to suspending the voting rights of an Owner or Occupant and/or the rights of an Owner or Occupant to use the Common Areas for any period during which any assessment against his Lot or other amount due to the Association pursuant to this Declaration remains unpaid.

SECTION 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein on any Lot shall be subordinate to the lien of any first mortgage on such Lot. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 1. PURPOSE. The external design, appearance, use, location and maintenance of the Property and of each Lot and of Improvements thereon shall be regulated in the manner hereafter described so as to preserve the enhanced values and to maintain a harmonious relationship among structures and the natural vegetation and topography of the Property.

SECTION 2. CONDITIONS. No Improvements, alterations, repairs, change of paint colors, plantings, excavations, changes in grade or other work which in any way alters any Lot or the exterior of the Improvements located thereon from its natural or improved state shall be made or done without the prior written approval of the Architectural Committee established pursuant to this Article. No Improvement or other structure shall be commenced, erected, maintained, altered or removed without the prior written approval of the Architectural Committee.

SECTION 3. ARCHITECTURAL COMMITTEE. The initial Architectural Committee shall consist of three (3) members--James D. Martin of Arbor Engineering, Inc. and one person designated by each of the Declarants—who shall be empowered to act for the express purpose of insuring compliance with the provisions of this Article. In the event a member of the Committee designated by one of the Declarants should for any reason cease to be able to perform his or her duties properly, a replacement shall be selected by such Declarant. In the event James D. Martin should for any reason be unwilling or unable able to perform his duties properly or in the event that Declarants unanimously determine that he should be replaced, his replacement shall be selected jointly by both Declarants. Declarants may at any time unanimously agree to add additional members to the Architectural Committee. Unless otherwise required by this Declaration, decisions of the Architectural Committee shall be by majority vote. If a vacancy or vacancies exist on the Architectural Committee, the remaining member or members shall be authorized to act on its behalf. The Architectural Committee further shall have 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 to carry out the duties of the Architectural Committee with respect to any particular Zone, Phase or Section of Blue Ridge Plantation. 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 to make final decisions with respect to such Zone, Phase or Section. Declarants may at any time elect to turn over the functions of the Architectural Committee to the Association, and the Association thereafter shall appoint the members of the Architectural Committee.

SECTION 4. DESIGN APPROVAL PROCESS

(a) The written approval required by Section 2 above shall be obtained by submitting to the Architectural Committee, in the manner hereinafter set forth, building plans, specifications and plot plan showing the proposed type of construction, exterior design and location of such Building or other Improvement, including but not limited to alterations, repairs and change of paint colors, for review and approval as to compatibility, conformity and harmony of external design and consistence of plan with existing Buildings and Improvements on other Lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan and grading plan or recreational development plan must likewise be submitted and approved by the Architectural Committee showing the location of proposed recreational facilities, fences, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees. The plans and drawings submitted shall have been prepared in a 1/8th scale or larger for architectural drawings or a 1/20th scale or larger for engineering drawings and shall contain, at a minimum:

(1) front, rear and side elevations

(2) floor plan

(3) the area of heated floor space

(4) exterior building material to include manufacturer, color and texture

(5) exterior trim color

(6) roofing material and color

(7) site plan showing (on a scale of one to fifty or larger or as otherwise specified by the Architectural Committee) the foundations of all structures and all setbacks, walks, driveways, parking areas, fences and drainage facilities

(8) landscaping plan of front yard, side yards and rear yards, including existing and proposed trees, landscaping and related improvements

(9) estimated completion dates of all construction and improvements

(10) special treatment required to alleviate problems anticipated due to changes in topography

(b) The Architectural Committee shall have the right to refuse to approve any plans or specifications for Buildings or Improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem appropriate, including but not limited to the suitability of the proposed Building or other Improvements, the materials of which they are to be built, whether or not they are in harmony with the surroundings, what effect they will have on other Buildings and Improvements already constructed and what effect they will have on the outlook from adjacent or neighboring property. The Architectural Committee may from time to time publish specific building and construction standards either of general application or applicable to specific Zones, Phases or Sections of Blue Ridge Plantation. Any standards adopted pursuant to this Section shall be subject to amendment from time to time in the sole discretion of the Architectural Committee. Amendments to the standards shall not apply to require modifications to, or removal of, Buildings or Improvements previously approved once the approved construction or modification has commenced. There shall be no other limitations on the scope of amendments to the standards; amendments may remove requirements previously imposed or otherwise make the standards more or less restrictive in whole or in part. The Architectural Committee shall make copies of the standards, if any, available to Owners and builders who seek to engage in construction within the Property, and may charge a reasonable fee to cover its printing costs.

The Architectural Committee may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, finish grade elevations, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the standards so established, if any, and architectural merit. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that the determinations as to such matters are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular Improvements.

(c) Application for approval as required herein shall be made to the Architectural Committee at such address as Declarants or the Architectural Committee may hereafter designate, and at the time such application is made, the building plans, specifications, plot plans and landscape or recreational plans shall be submitted in duplicate. The Architectural Committee may require payment of a nonrefundable review fee at the time of submission of plans and may impose an additional fee for any resubmission of plans. One copy of any plans and specifications submitted for review will be retained by the Committee, and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

(d) Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration shall be carried on until and unless such permit is obtained. If construction does not commence pursuant to any such written permit within six (6) months after its issuance, such approval shall be deemed withdrawn and, prior to commencing such construction, it shall be necessary for the Owner to resubmit the plans for reconsideration in accordance with such standards as are then in effect.

(e) Each Owner acknowledges that the persons revieWing applications under this Article will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the standards, if any, may vary accordingly. Approval of proposals, plans and specifications, or drawings of any work done or proposed, or in connection with any matter requiring approval, shall not be deemed a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters whenever subsequently or additionally submitted for approval.

(f) The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any Building or Improvement minor violations of any provisions of these restrictions relating to set back, location, size of Improvements or similar matters if, in the opinion of all the members of the Architectural Committee, such shall be necessary to prevent undue hardship and to waive or vary the provisions of this Article or other provisions of this Declaration relating to use of the Property if, in the opinion of all the members of the Architectural Committee, such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

(g) All Buildings and Improvements must be completed in a workmanlike manner and the construction site at all times must be kept clean and free of debris. Damage to any street, curb, gutter or sidewalk occurring during construction of any Improvement on a Lot shall be promptly repaired by the Owner or his builder or contractor. Should the Owner fail to promptly repair or have repaired any such damage, the Association shall have the right to do so, and the cost of such repairs may be immediately assessed against and collected from the Owner in the same manner as other assessments allowed under this Declaration.

(h) In the event construction of any Building or Improvement is commenced on any Lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any Building or Improvement remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall have (1) the authority to complete the structure at the expense of the Owner and shall have a lien against the Lot and all Improvements to the extent of any monies expended for said completion but said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the Improvements from the Lot and the expense of said removal shall constitute a lien against the Lot, which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be documented and foreclosed in the manner set forth in ARTICLE IV. No action shall be taken under this paragraph without (i) notice to any mortgagee or other lien holder of the proposed action to be taken and (ii) ten (10) days to the affected Owner to allow the Owner to show cause, if any, why the Architectural Committee should not take action under this paragraph.

(i) Any work performed in violation of this Article or in a manner inconsistent with the approved plan will be deemed to be nonconforming. Upon written request from Declarants, the Association or the Architectural Committee, any Owner shall, at his or her own cost and expense, remove any non-conforming structure or improvement and restore the Property to substantially the same condition as existed prior to the non-conforming work or conform the Property, structure or Improvement to the approved plans. Should the Owner fail to remove and restore asrequired, the Declarants, the Association or their designees shall have the right to enter the Property, remove the violation and restore the Property to substantially the same condition as

previously existed, and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Association may assess any costs incurred in taking enforcement action under this Section, together with interest from the due date at the rate of four percent (4%) over the most recent Prime Rate quoted by the Wall Street Journal, or its successor, as it changes from time to time, against the benefited Lot as a special assessment.

Declarants and the Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and with the standards from continuing or performing any further activities within the Property. Neither Declarants, the Association, nor their officers, directors or agents shall be held liable to any person for exercising the rights granted by this paragraph. In addition to the foregoing, the Association and Declarants shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Architectural Committee. If the Association fails to take enforcement action within thirty (30) days after receipt of a written demand from Declarants identifying the violator and specifying the nature of the violation, then the Association shall reimburse the Declarants for any and all costs reasonably incurred by Declarants in taking enforcement action with respect to such violation if, in its sole discretion, any enforcement action is taken.

(j) Each Lot Owner and his or her contractor, subcontractor, and other agents shall take full responsibility for controlling surface water run off and sediment which may adversely affect any other property. Plans to control said run off and sediment must be submitted to the Architectural Committee along with other required plans. Notwithstanding any plans as may be

submitted, the Architectural Committee may make additional reasonable requirements of Lot Owners to prevent or control excess run off or sediment during construction or thereafter. However, responsibility for the surface water run off will be that of the Lot Owner and not that of the Architectural Committee.

SECTION 5. LIMITATION OF LIABILITY. THE STANDARDS AND PROCEDURES ESTABLISHED BY THIS ARTICLE V ARE INTENDED TO PROVIDE A MECHANISM FOR MAINTAINING AND ENHANCING THE OVERALL ESTHETICS OF THE PROPERTY, BUT SHALL NOT CREATE ANY DUTY TO ANY PERSON. NEITHER DECLARANTS, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL COMMITTEE, NOR ANY MEMBER OF ANY OF THE FOREGOING SHALL BEAR ANY RESPONSIBILITY FOR ENSURING STRUCTURAL INTEGRITY OR SOUNDNESS, OR COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS, OR ENSURING THAT STRUCTURES ON LOTS ARE LOCATED SO AS TO AVOID IMPAIRING VIEWS FROM OR OTHER NEGATIVE IMPACT ON NEIGHBORING LOTS. NO REPRESENTATION IS MADE THAT ALL STRUCTURES AND IMPROVEMENTS CONSTRUCTED WITHIN THE PROPERTY ARE OR WILL BE OF COMPARABLE QUALITY, VALUE, SIZE OR DESIGN. NEITHER DECLARANTS, THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL COMMITTEE, NOR ANY MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR SOIL CONDITIONS, DRAINAGE PROBLEMS, OR OTHER GENERAL SITE WORK, NOR FOR DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, NOR FOR ANY STRUCTURAL OR OTHER DEFECTS OF WORK

DONE ACCORDING TO APPROVED PLANS, NOR FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER, DESIGN, OR QUALITY OF APPROVED CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT.

ARTICLE VI

USE AND IMPROVEMENTS RESTRICTIONS

SECTION 1. USE OF PROPERTY. Each Lot and the Buildings and Improvements thereon and the Common Area and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the By-laws:

(a) All Buildings and the Common Area and facilities shall be used for residential and related common purposes. Each Lot may not be subdivided and shall be used as a single-family residence and for no other purpose, except that the Declarants and others approved and designated by Declarants may use one or more Lots or residences for offices and/or model residences for sales purposes. All Buildings and Improvements shall be set back from the front, side and rear property lines at least the minimum number of feet required by the set back lines shown on any subdivision plat of the Property recorded by or at the direction of the Declarants or, if greater, as required by applicable zoning laws or subdivision regulations. All Buildings and Improvements shall be constructed in compliance with the requirements set forth in the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001, which has been approved by the City Council of the City of Greer, South Carolina and is on file with the City of Greer and/or with the Greenville County Planning Commission and which is incorporated herein by reference. A reduced copy of the approved and filed Planned Development Plan indicating minimum home sizes and overall density requirements for all residential Zones of Blue Ridge Plantation is attached hereto and incorporated herein by reference as Exhibit B for convenience.

Any subsequent amendment approved by the City of Greer to the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001 shall not be deemed to amend this Declaration unless the provisions of such amendment are approved in writing in the manner set forth in ARTICLE X hereof for amending this Declaration and thereafter duly recorded in the Office of the Register of Deeds for Greenville County, South Carolina.

(b) Nothing shall be kept and no activity shall be carried on in or on any Building, Improvement or Lot or on the Common Area and facilities or public areas, including roadways, within the Property which will increase the rate of insurance, applicable to residential use, for the Property or the contents thereof. No Owner shall do or keep anything, nor cause or allow anything to be done or kept, in his or her residence or on the Common Area and facilities which will result in the cancellations of insurance on any portion of the Property, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Area and facilities.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property or otherwise to comply with the requirements of this Declaration.

(d) Nothing shall be done in or to any Building or Improvement or in, to, or upon any of the Common Area and the facilities which will impair the structural integrity of any Building, Improvement or portion of the Common Area and facilities or which would impair or alter the

exterior of any Building or Improvement or any portion thereof, except in the manner provided in this Declaration.

(e) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the Property, except that the Declarants or those designated by Declarants may use any Lot or Building for sales or display purposes.

(f) No Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any Lot, Building, Improvement or any portion of the Common Area and facilities, except as may be allowed by the Architectural Committee; provided, however, that the Declarant, any Owner and any mortgagee who may become the owner of any Lot, or their respective agents, may place "For Sale" signs, not larger than 18" x 24" on any Lot.

(g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of and with the express written consent of the Association.

(h) The Common Area and facilities shall be used only for the purposes for which they are intended and reasonably suited and which are incident to the use and occupancy of the residences located within the Property, subject to any rules or regulations that may be adopted by the Association pursuant to its by-laws.

(i) Any camper, boat, or trailer or any vehicle or item not in daily use placed upon any Lot must be stored at all times behind the closed doors of the garage for such Owner's residence. No such item(s) shall be placed elsewhere on any Lot on which there shall not be a garage except

for brief periods reasonably necessary to load or unload them, and no repairs to such items shall be conducted upon any Lot except in the garage.

(j) Any and every container used to store garbage, refuse and debris until collected by public or private waste disposal service shall be stored on each lot so that it shall be out of sight from all streets.

(k) All fuel oil tanks or containers shall be buried underground consistent with normal safety precautions.

(l) No animals shall be kept, maintained or quartered on any Lot or any portion of the Property except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. The Board of Directors of the Association is authorized (but not required) to issue reasonable rules for the protection of all owners relating to (i) the number and type of pets which may be kept on any numbered Lot and (ii) restrictions to prohibit animal noises which disturb other Owners or Occupants. All pets shall be kept in fenced areas or on leashes and each owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pets owned or maintained by such Owner.

(m) Owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and so traffic hazards will not be created. Further, all Owners shall be required to maintain their Lots and any Buildings and Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding Property. Vegetable or ornamental gardens, clotheslines and sandboxes or other children's play equipment shall be located only in the rear yard of any Lot.

(n) Provisions must be made by Owners for off street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street rights-of-way for long periods of time during the day or night will not be permitted.

(o) No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any Lot or on any Common Area.

(p) No fireworks of any kind shall be stored or used on any Lot or in the Common Area or on any portion of the Property or any public or private road or street in the subdivision.

(q) Each Lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarants or the Architectural Committee. Such mailbox shall be properly maintained at all times by the Owner and shall not be altered or replaced except by a new mailbox identical to the one original installed.

(r) No satellite dishes or outside antennae of any kind which are deemed inappropriate by the Architectural Committee shall be allowed on any Lot.

(s) No living tree having a trunk diameter of six (6) inches or more shall be removed or relocated on any Lot without prior written approval of the Architectural Committee. However, any dead or diseased trees shall be promptly removed. Notwithstanding the foregoing, absent written approval of the Architectural Committee, each Owner shall at all times be responsible for maintaining compliance with the approved landscape plan for his or her Lot, which may require replacement of dead or diseased trees or other plant material or Improvements.

(t) No swimming pools, tennis courts or other recreational courts shall be constructed on any Lot subject to this Declaration without the prior written approval of the Architectural Committee.

(u) No fences shall be constructed on any Lot subject to this Declaration without the prior written approval of the Architectural Committee pursuant to the provisions of Article V above.

(v) All Property subject to this Declaration is hereby declared to be and designated as a bird and wildlife sanctuary.

SECTION 2. QUIET ENJOYMENT. No obnoxious or offensive activity, including activity which creates loud or offensive noises, shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Property.

SECTION 3. GENERAL EXTERIOR OF IMPROVEMENTS. Architectural styles for the Improvements are not restricted, but the Plans must illustrate superior, design and require quality materials and workmanship. Inferior design and materials will not be approved. The Architectural Committee, in its sole discretion, shall determine whether or not a particular design or materials choice is in keeping with the purposes referred to in ARTICLE V above.

ARTICLE VII

EASEMENTS

SECTION 1. WALKS, DRIVES, PARKING AREAS, AND UTILITIES. All Common Areas shall be subject to a perpetual non-exclusive easement or easements in favor of all Owners of Lots for their use and the use of their immediate families, guests, invitees, tenants or lessees for all proper and normal purposes, subject to such reasonable rules regulating use of the Common Areas as the Board of Directors of the Association may from time to time adopt. The Declarants hereby expressly reserve the right to grant and/or create any such easement subsequent to the date hereof in the event the necessity of such shall subsequently become

apparent due to the development of the Property. The Association shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the Property. Further, Declarants and the Association shall have the right at any time to enter upon any landscape, utility or other easement shown on any recorded subdivision plat of the Property and/or established pursuant to this Declaration for the purpose of maintaining the same and to cross such other portions of the Property as may be reasonably necessary to carry out such maintenance.

SECTION 2. CONSERVATION EASEMENTS. The Declarants shall have the right, but not the duty, to establish or grant conservation easements with respect to portions of the Common Areas in which restrictions upon development or limitations on permissible activities are considered by the Declarants to be appropriate and consistent with the proper development of Blue Ridge Plantation.

SECTION 3. ENCROACHMENTS. All Lots and the Common Area shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots or on the Common Area by the Declarants to the extent that such initial improvements actually encroach, including, without limitation, such items as driveways and walls. If any encroachment shall occur subsequent to subjecting the Property to this Declaration as a result of settling or shifting of any improvement or as a result of any permissible repair, construction, reconstruction, or alteration, there is hereby created and shall be a valid easement for such encroachment and for the maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed thirty six (36) months following conveyance of a Lot to an Owner for the purpose of correcting any problems that may arise

regarding grading and drainage. The Declarants, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

SECTION 4. EMERGENCIES. Every Lot, Building and Improvement shall be subject to an easement for entry by the Association for the purpose of correcting, repairing, or alleviating any emergency condition which arises upon any Lot or within any Building or Improvement or anything that endangers any Building or Improvement or portion of the Common Area.

ARTICLE VIII

COVENANTS OF OWNERS TO KEEP LOTS AND IMPROVEMENTS INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

SECTION 1. The Declarants covenant, on behalf of themselves and on behalf of each subsequent Owner of a Lot, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant and agree that:

(a) The Association shall obtain (i) commercial general liability insurance insuring the Association and its Members for damage or injury caused by the Association or any of its Members, officers, directors, employees, agents or contractors while acting on its behalf, with the amount and terms of coverage to be commercially reasonable by the Association from time to time; and (ii) property insurance as is determined to be commercially reasonable from time to time by the Association for an amount for an amount equal to the full replacement value of any and all/or all improvements constructed upon the Common Area. Said policy shall contain a replacement cost endorsement providing for replacement of a structure from insurance loss proceeds, and said policy shall be consistent with the requirements of any mortgages or

financing agreements to which the Common Area and any improvements thereon may be subject.

(b) The Association shall apply the full amount of any insurance proceeds to the rebuilding or repair of any insured improvement, subject to the concurrence of any mortgagee or lienholder having a right to control the application of such proceeds. In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good conditions as prior to the damage. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of an authorized member of the Board of Directors, or by an agent duly authorized by the Board of Directors.

(c) Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of improvements constructed within the Common Area, to the extent that insurance proceeds are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by insurance.

(d) Each Owner shall, at his or her own expense, carry adequate hazard and homeowners insurance policies insuring the Buildings and Improvements on his or her Lot.

(e) In the event a Building or Improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be

placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Lot until paid by the Owner and may be foreclosed in the same manner set forth in ARTICLE IV for liens for assessments.

(f) Any Building or Improvement on a Lot which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-laws of the Association.

(g) The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

(1) name the Association as an obligee;

(2) be written in an amount determined in the Board of Directors' best business judgment, but in no event for an amount less than 20% of the estimated annual operational expenses of the Association, including reserves; and

(3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee" or similar expression.

ARTICLE IX

DISPUTE RESOLUTION

SECTION 1. CONSENSUS FOR ASSOCIATION LITIGATION. Except as provided in this Section, the Association shall not commence judicial or administrative proceedings without the prior approval of at least a majority of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration

(including without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in this Declaration; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

SECTION 2. ALTERNATIVE METHODS FOR RESOLVING DISPUTES. The Declarants, the Association and all Members of the Association and any other persons subject to this Declaration (collectively, the "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances or disputes described in Section 3 of this Article ("Claims") using the procedures set forth in Section 4 of this Article before filing suit in any court.

SECTION 3. CLAIMS. Unless specifically exempted herein or by applicable law, all Claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration, or relating to the design or construction of improvements on the Property, shall be subject to the provisions of Section 4 of this Article.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 4 of this Article:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article IV (Covenant for Maintenance and Assessments);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem

necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article V (Architectural Control) and Article VI (Use and Improvements Restrictions);

(c) any suit between Owners which does not include a Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration;

(d) any suit in which any indispensable party is not a Bound Party; and,

(e) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 4 of this Article.

SECTION 4. MANDATORY PROCEDURES.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Litigants") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and Respondent's role in the Claim;

(ii) the legal bases of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) Claimant's proposed remedy; and,

(iv) that claimant will meet the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

(i) The Litigants shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Litigant, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Litigants in resolving the dispute by negotiation, if the Association is not a Litigant and the Board, in its discretion, believes its efforts will be beneficial to the Litigants and to the welfare of the community.

(c) Mediation.

(i) If the Litigants do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Litigants) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the claim to an agreed upon, independent agency or party providing dispute resolution services in the Greenville County, South Carolina area.

(ii) If claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Litigant to the foregoing proceedings.

(iii) Any settlement of the Claim through mediation shall be documented in writing by the mediator, preferably during, or at the conclusion of, the mediation. If the Litigants do not settle the claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of

Mediation notice shall set forth that the Litigants are at an impasse and the date that mediation was terminated.

(d) Arbitration.

(i) If the Litigants do not resolve the Claim through mediation, the Claimant shall have thirty (30) days following Termination of Mediation to submit the claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit C and the South Carolina Uniform Arbitration Act founds at S. C. Code §15-48-10, et seq. (the "Arbitration Act") or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to persons not a Litigant to the foregoing proceedings. To the extent that the rules set forth in Exhibit "C" are inconsistent with the Arbitration Act, the Arbitration Act will apply.

(ii) Unless the Litigants agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

SECTION 5. ALLOCATION OF COSTS OF RESOLVING CLAIMS.

(a) Each Litigant shall bear all of its own costs incurred prior to and during the proceedings described in Sections 1, 2 and 3 of this Article, including the fees of the attorney or other representative. Each Litigant shall share equally all charges rendered by the mediator(s) pursuant to Section 4(c) of this Article.

(b) Each Litigant shall bear all of its own costs (including the fees of its attorneys or other representative) incurred after the Termination of Mediation under Section 4(c) of this

Article and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

If any of the Litigants rejects the Award and pursued a judicial resolution under Section 4(d)(ii) of this Article, and the final judgment is either the same as the Award or more advantageous to any non-rejection Litigant, each such non-rejecting Litigant shall be entitled to recover its Post Mediation Costs from the rejecting Litigant. If there is more than one rejecting Litigant, such non-rejecting Litigants' Post Mediation Costs shall be allocated pro rata among all rejecting Litigants.

SECTION 6. ENFORCEMENT OF RESOLUTION. If the Litigants agree to resolve any Claim through negotiation or mediation in accordance with Section 4 of this Article and any Litigant thereafter fails to abide by the terms of such agreement, or if the Litigants agree to accept the Award following arbitration and any Litigant thereafter fails to comply with such Award, then any other Litigant may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 4 of this Article. In such event, the Litigant taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Litigant (or if more than one non-complying Litigant, from all such Litigants pro rata) all costs incurred in enforcing such agreement or Award, including without limitation, attorneys' fees and court costs.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Subject to the provisions of ARTICLE IX concerning resolution of disputes, the Association, the Declarants and any Owner or Occupant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-laws of the Association. If the Association, the Declarants or an Owner or Occupant are successful in any such proceeding brought to enforce the provisions of this Declaration or any lien provided for herein, such successful party shall be entitled to recover from the defendant or defendants all costs and attorneys' fees reasonably incurred in such proceeding. Failure by the Declarants, the Association or by an Owner or Occupant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Property to facilitate theenforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. MINOR VIOLATIONS; AMENDMENTS. Declarants or the Board of Directors of the Association may, without the joinder of any Owner, waive in whole or in part any minor violations of any of the restrictions herein contained. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall beautomatically extended for successive periods of ten (10) years. This Declaration may be amended during the first five (5) year period by an instrument signed by the Class B Members, if any, and Owners holding a majority of the then outstanding votes in the Association, and thereafter by an instrument signed the Class B Members, if any, and by Owners holding not less than two-thirds (2/3) of the then outstanding votes in the Association, 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.

SECTION 4. EXTENSION OF COVENANTS TO INCLUDE ADDITIONAL PROPERTY. Declarants or the Association may at any time make subject to this Declaration other properties now or hereafter owned by either of the Declarants or by the Association by executing an instrument in writing, signed by both Declarants and, if appropriate, on behalf of the Association, applying this Declaration to such other properties and by recording the same in the Office of the Register of Deeds for Greenville County, South Carolina. Upon such recordation (1) this Declaration shall run with the Property already subject thereto and with such additional property as if such Declaration had always applied to all of said land from the date of its inception; and (2) whenever thereafter in construing this Declaration reference is made to "the Property" said term shall mean and include not only the properties described in Exhibit A hereto, but also such additional properties as may be made subject to this Declaration. When extending this Declaration to cover additional properties, Declarants may specifically modify or amend any provision of this Declaration with respect to such additional properties if, in Declarants' sole judgment, such alteration or amendment is necessary for the proper use and development of the additional properties and consistent with the overall intent and purpose of this Declaration.

SECTION 5. MODIFICATION OF COVENANTS FOR PARTICULAR DEVELOPMENT ZONES. As development of Blue Ridge Plantation progresses, the Declarants may specifically modify or amend any provision of this Declaration with respect to any development Zone shown on the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001 if, in Declarants' sole judgment, such alteration or amendment is necessary for the proper use and development of such Zone and consistent with the overall intent and purpose

of this Declaration. Such modifications or amendments shall be recorded in the Office of the Register of Deeds for Greenville County, South Carolina and shall not require the signature or consent of any Owner. Notwithstanding the foregoing, however, no such modification or amendment which would have the effect of reducing the minimum standards established in the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001 shall be effective unless adopted in accordance with the provisions of ARTICLE X, SECTION 3 above.

SECTION 6. MODIFICATION OF COVENANTS TO ADJUST ZONE VII AND ZONE XII BOUNDARIES. In addition to the rights set forth above in this ARTICLE X, the Declarants shall have the right to make minor adjustments in the legal description of the Property as set forth in Exhibit A if, at such time the exact legal descriptions of Zone VII and Zone XII (as shown on the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001) are determined, it is necessary to include in Zone VII or Zone XII any portion of the Property now included within a different Zone. Any real property thus removed from the Property as described in Exhibit A shall no longer be subject to this Declaration. An amendment to this Declaration signed by both Declarants and indicating such adjustments shall be recorded in the Office of the Register of Deeds for Greenville County, South Carolina and shall not require the signature or consent of any Owner.

SECTION 7. ASSIGNMENT OF DECLARANTS' RIGHTS AND OBLIGATIONS. Any and all of the rights, powers and duties of a Declarant herein may be assigned by the Declarant to any person, corporation, association or other entity which acquires fee simple title to all or substantially all of the Lots or portions of the Property owned by such Declarant and which agrees to assume the duties of such Declarant hereunder. To be effective, such assignment must be in writing and in recordable form and specifically refer to the rights, powers and reservations

of the Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity, said assignee shall, to the extent of such assignment, assume such Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by such Declarant herein. Upon such assignment, and to the extent thereof, the assigning Declarant shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. The term "Declarant," as used herein, includes all such assignees and their heirs, successors and assigns. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of land within the Property by a Declarant to any person or party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of a Declarant hereunder.

SECTION 8. RELINQUISHMENT OF RIGHTS OR DISSOLUTION OF DECLARANT. If at any time: (a) a Declarant ceases to exist and has not made an assignment of the rights, powers and reservations of Declarant herein contained; or (b) a Declarant, or the assignee of its rights, powers and reservations hereunder, files a written notice in the recording office where this Declaration is recorded that it has relinquished its rights, powers and reservations hereunder, then, upon the occurrence of any such event, such Declarant shall be relieved of all rights, liabilities, obligations and duties under this Declaration. In the event that one of the Declarants relinquishes or is deemed to have relinquished its rights, liabilities, obligations and duties under this Declaration, the rights, liabilities, obligations and duties of the remaining Declarant under this Declaration shall remain unaffected.

SECTION 9. REPURCHASE OPTION. If, after the expiration of twenty-four (24) months from the date of recordation of any instrument conveying any Lot from a Declarant to the

initial Owner, the initial Owner or any subsequent Owner shall not have begun in good faith the construction of Buildings and other Improvements in accordance with plans approved by the Architectural Review Committee and thereafter diligently and continuously pursued (i.e., without a cessation of construction for one (1) month in any six-month period) the completion of construction of such Buildings and Improvements in compliance with the approved plans, such Declarant may, at any time within a period of ninety (90) days from the expiration of such twenty-four (24) month period or from notice of cessation of construction for one (1) month, as the case may be, at such Declarant's option, repurchase such Lot from the Owner and require the Owner to reconvey the Lot to such Declarant or its designee, free and clear from all liens and encumbrances not otherwise imposed by this Declaration. If such option is exercised, such Declarant shall refund to the Owner a purchase price equal to one hundred percent (100%) of the original purchase price paid for the Lot and shall be entitled to enter into exclusive and unencumbered (except for encumbrances imposed by this Declaration) possession of such Lot. The Owner shall be specifically liable to such Declarant for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and any brokerage fees or other fees incurred by such Declarant in connection with the sale of the Lot to the initial Owner, and for all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in retaking and restoring the Lot to its condition as of the date of recording the instrument of conveyance from such Declarant to the initial Owner, and such costs and expenses shall be deducted from the purchase price. In the event the Owner shall have altered the Lot in any manner, by making partial improvements, or otherwise, the Owner shall also be liable to such Declarant for the reasonable cost of restoring the Lot to its condition as of the date of the conveyance. The option herein granted shall be exercised by giving written notice to the Owner

at his or her last known address and such notice shall be deemed to have been given at the time that it is deposited, properly addressed, certified mail, postage prepaid, in an official depository of the United States Postal Service. Each of the Declarants agrees to subordinate its rights under this Section to the rights of any Mortgagee providing construction or interim financing to any Owner for the construction of improvements on any such Owner's Lot. The provisions of this section may be waived or modified by each Declarant, in its sole discretion, with respect to any Owner or Lot.

In witness whereof, BLUE RIDGE DEVELOPMENT, LLC and JACKSON POINTE DEVELOPMENT COMPANY, INC., by and through their duly authorized officers or representatives, have caused this instrument to be executed as of the 27 day of Aug ust, 2002.

BLUE RIDGE DEVELOPMENT, LLC

By: S. Michael Bruce, Member

and: D. A. Burdette, Member

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STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF GREENVILLE)

I, Jay Tiller Jordan, a Notary Public in and for the County and State aforesaid, certify that S. Michael Bruce and D. A. Burdette appeared before me this day and acknowledged that they did execute this instrument on behalf of Blue Ridge Development, LLC.

WITNESS my hand and official stamp or seal this 27th day of August, 2002.

Jay Tiller Jordan

Notary Public for South Carolina

My Commission Expires: 8/30/10

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JACKSON POINTE DEVELOPMENT

COMPANY, INC.

Jennifer Grant

Peggy J. Lathan

By: Frank Bridwell

Its: President

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF GREENVILLE)

I, Peggy J. Lathan, a Notary Public in and for the County and State aforesaid, certify that FRANK BRIDWELL, PRESIDENT ~~and~~ appeared before me this day and acknowledged that they did execute this instrument on behalf of JACKSON POINTE DEVELOPMENT COMPANY, INC..

WITNESS my hand and official stamp or seal this 28th day of August, 2002.

Peggy J. Lathan

Notary Public for South Carolina

My Commission Expires: 3/14/12

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EXHIBIT A

BLUE RIDGE PROPERTY

PARCEL #1 275.20 ACRES

All that piece, parcel, and lot of land, situate, lying, and being in the state of South Carolina, county of Greenville, located in and along Milford Church Road and containing 275.20 Acres according to a plat prepared by C.O. Riddle Surveying Co., Inc., dated April 26,2002 and titled,"Survey for Blue Ridge Plantation near Greer", and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin located on the northern right of way of Milford Church Road, said pin being located approximately 952.0'+/- west of the centerline intersection of Milford Church Road and Wofford Road; said pin being the joint corner of property belonging to Blue Ridge Plantation and property belonging to others and proceeding with the common property line N 15° 55' 37" E, for a distance of 549.12' to an iron pin;
Thence N 30° 07' 45" E, for a distance of 1,127.77' to an iron pin;
Thence N 75° 17' 39" W, for a distance of 405.08' to an axle;
Thence N 75° 12' 13" W, for a distance of 289.92' to an iron pin;
Thence N 74° 05' 10" W, for a distance of 279.56' to a point;
Thence with the meanders of a creek, the traverse of which is;
N 10° 30' 42" W, for a distance of 143.77' to a point;
Thence N 00° 51' 00" W, for a distance of 178.59' to a point;
Thence N 11° 11' 17" E, for a distance of 192.52' to a point;
Thence N 10° 50' 31" W, for a distance of 124.06' to a point;
Thence N 06° 46' 35" W, for a distance of 70.86' to a point;
Thence N 04° 04' 20" E, for a distance of 188.62' to a point;
Thence N 20° 57' 02" E, for a distance of 353.28' to a point;
Thence N 35° 00' 52" E, for a distance of 92.71' to a point;
Thence N 35° 04' 43" E, for a distance of 193.30' to a point;
Thence N 46° 03' 07" E, for a distance of 144.34' to a point;
Thence N 16° 52' 58" E, for a distance of 80.98' to a point;
Thence N 51° 41' 12" E, for a distance of 163.00' to a point;
Thence N 48° 36' 12" E, for a distance of 458.74' to a point;
Said point being located on the old run of Beaverdam Creek;
Thence with the old run of Beaverdam Creek as the line;
The traverse of which is S 66° 55' 13" E, for a distance of 754.65' to a point;
Thence S 66° 07' 13" E, for a distance of 231.63' to a point;
Thence N 80° 02' 50" E, for a distance of 46.32' to a point;
Thence N 59° 24' 35" E, for a distance of 154.95' to a point;
Thence N 58° 05' 35" E, for a distance of 206.72' to a point;
Thence N 76° 14' 11" E, for a distance of 65.32' to a point;
Thence N 66° 45' 47" E; for a distance of 117.34' to a point;
Thence S 68° 31' 10" E, for a distance of 76.99' to a point;
Said point being on the main run of Beaverdam Creek;

Thence with the main run of Beaverdam Creek as the line, the traverse of which is
S 73° 35' 39" E, for a distance of 293.45' to a point;
Thence S 69° 24' 34" E, for a distance of 126.64' to a point;
Thence S 87° 09' 15" E, for a distance of 139.22' to a point;
Thence S 48° 04' 49" E, for a distance of 377.62' to a point;
Thence S 58° 18' 32" E, for a distance of 234.26' to a point;
Thence S 35° 17' 20" E, for a distance of 130.23' to a point;
Thence S 52° 28' 56" E, for a distance of 331. 69' to a point;
Said point being the joint corner of property belonging to Blue Ridge Plantation and property belonging to others;
Thence leaving the main run of Beaverdam Creek and running with the common property line
S 11° 17' 17" W, for a distance of 1,759.50' to a bolt;
Thence S 11° 17' 06" W, for a distance of 1,589.08' to a point;
Said point being on the northern right of way of Milford Church Road;
Thence with the right of way of Milford Church Road S 80° 24' 01" W, for a distance of 71.33' to a point;
Thence S 85° 58' 32" W, for a distance of 59.83' to a point;
Thence S 89° 29' 23"W, for a distance of 64.98' to a point;
Thence N 86° 35' 06" W, for a distance of 78.47' to a point;
Thence N 85° 00' 39" W, for a distance of 246.50' to a point;
Thence N 83° 24' 11" W, for a distance of 111.57' to a point;
Thence N 80° 41' 12" W, for a distance of 427.95' to a point;
Thence N 79° 53' 36" W, for a distance of 309.50' to a point;
Thence N 79° 41' 25" W, for a distance of 96.68' to an axle;
Thence N 79° 20' 27" W, for a distance of 197.46' to an iron pin;
Thence N 79° 45' 01" W, for a distance of 295.60' to a point;
Thence N 77° 53' 13" W, for a distance of 89.51' to a point;
Thence N 76° 32' 29" W, for a distance of 421.12' to a point;
Thence N 76° 48' 02" W, for a distance of 439.61' to an iron pin;
Said iron pin being the point of beginning.

LESS AND EXCEPT

PARCEL #2 3.73 ACRES+/-

All that piece, parcel, and lot of land, situate, lying, and being in the state of South Carolina, county of Greenville, located in and along Milford Church Road and containing 3.73 Acres according to a composite drawing prepared by Arbor Engineering. Inc. dated 6 August 2002, and titled," Composite Drawing for Blue Ridge Plantation", and having according to said composite drawing the following metes and bounds to wit:
Beginning at an iron pin located on the northern right of way of Milford Church Road, said pin being located approximately 952.0'+/- west of the centerline intersection of Milford Church Road and Wofford Road; said pin being the joint corner of property belonging to Blue Ridge Plantation and property belonging to others and proceeding with the common property line N 15° 55' 37" E, for a distance of 549.12' to an iron pin;
Thence N 30° 07' 45" E, for a distance of 1,127.77' to an iron pin;

Thence N 75° 17' 39" W, for a distance of 405.08' to an axle;
Thence N 75°12' 13" W, for a distance of 289.92' to an iron pin;
Thence N 74°05' 10" W, for a distance of 279.56' to a point;
Thence with the meanders of a creek, the traverse of which is;
N 10°30' 42" W, for a distance of 143.77' to a point;
Thence N 00° 51' 00" W, for a distance of 178.59' to a point;
Thence N 11° 11' 17" E, for a distance of 192.52' to a point;
Thence N 10° 50' 31" W, for a distance of 124.06' to a point;
Thence N 06° 46' 35" W, for a distance of 70.86' to a point;
Thence N 04° 04' 20" E, for a distance of 188.62' to a point;
Thence N 20° 57' 02" E, for a distance of 353.28' to a point;
Thence N 35° 00' 52" E, for a distance of 92.71' to a point;
Thence N 35° 04' 43" E, for a distance of 193.30' to a point;
Thence N 46° 03' 07" E, for a distance of 144.34' to a point;
Thence N 16° 52' 58" E, for a distance of 80.98' to a point;
Thence N 51° 41' 12" E, for a distance of 163.00' to a point;
Thence N 48° 36' 12" E, for a distance of 291.58' to a point;
Said point being the true point of beginning;
Thence N 48° 36' 12" E, for a distance of 167.16' to a point;
Said point being located on the old run of Beaverdam Creek;
Thence with the old run of Beaverdam Creek as the line;
The traverse of which is S 66° 55' 13" E, for a distance of 754.65' to a point;
Thence S 66° 07' 13" E, fora distance of 231.63' to a point;
Thence N 80° 02' 50" E, for a distance of 46.32' to a point;
Thence N 59° 24' 36" E, for a distance of 16.37' to a point;
Thence leaving the old run of Beaverdam Creek and proceeding S 20° 49' 01" W,
For a distance of 186.20' to a point;
Thence N 66° 55' 13" W, for a distance of 1,114.16' to a point;
Said point being the true point of beginning.

ALSO LESS AND EXCEPT:

ZONE VII 40.81 ACRES

All that piece, parcel, and lot of land, situate, lying, and bein gin the state of South Carolina, county of Greenville, located in and along Milford Church Road and the road now or formerly known as Blue Ridge Plantation Drive containing 40.81 Acres+/- according to a composite drawing prepared by Arbor Engineering, Inc., dated 15 August 2002, and titled," Composite Drawing for Blue Ridge Plantation", and which is prominently labeled with the statement that the said document does not represent a land survey and is unsuitable for deeding of property or recordation, and having according to said composite drawing the following meles and bounds to whit;
Beginning at an iron pin located on the northern right of way of Milford Church Road, said pin being located approximately 952.0'+/- west of the centerline intersection of Milford Church Road and Wofford Road; said pin being the joint corner of property belonging to Blue Ridge Plantation and property belonging to others and proceeding thence along the common property line
N 15° 55' 37" E, for a distance of 60.08' to a point;

Said point being the true point of beginning;
Thence N 15° 55' 37" E, for a distance of 489.05' to an iron pin;
Thence N 30° 07' 45" E, for a distance of 1,127.77' to an iron pin;
Thence S 74° 33' 30" E, for a distance of 37.03' to a point;
Thence N 38° 34' 57" E, for a distance of 369.16' to a point;
Thence N 35° 54' 51" E, for a distance of 48.32' to a point;
Thence N 32°40' 54" E, for a distance of 278.99' to a point;
Said point being located on the proposed right of way of the road now or formerly known as Blue Ridge Plantation Drive;
Thence with the proposed right of way of Blue Ridge Plantation Drive S 57° 30' 49" E, for a distance of 98.91' to a point;
Thence with the arc of a circle of length 381.18', the radius of which is 565.00', and the chord of which is S 39° 01' 44" E for a distance of 373.99' to a point;
Thence S 20° 00' 13" E, for a distance of 60.37' to a point;
Thence with the arc of a circle of length 292.80', the radius of which is 120.68', and the chord of which is S 15° 50' 57" E, for a distance of 226.09' to a point;
Thence with the arc of a circle of length 168.20', the radius of which is 887.50', and the chord of which is S 05° 22' 34" E, for a distance of 167.95' to a point;
Thence with the arc of a circle of length 185.63', the radius of which is 84.52', and the chord of which is S 05° 34' 13" W, for a distance of 150.51' to a point;
Thence with the arc of a circle of length 408.58', the radius of which is 887.50', and the chord of which is S 23° 48' 17" W, for a distance of 404.98' to a point;
Thence S 36° 59' 36" W, for a distance of 196.50' to a point;
Thence S37° 40' 10" W, for a distance of 53.00' to a point;
Thence S 38° 20' 45" W, for a distance of 182.40' to a point;
Thence with the arc of a circle of length 311.37', the radius of which is 124.29', and the chord of which is S 36° 30' 03" W, for a distance of 236.10' to a point;
Thence S 36° 12' 04" W, for a distance of 36.71' to a point;
Thence with the arc of a circle of length 189.10', the radius of which is 485.00', and the chord of which is S 25° 01' 53" W, for a distance of 187.90' to a point;
Thence with the arc of a circle of length 57.90', the radius of which is 485.00', and the chord of Which is S 11° 10' 35" W, for a distance of 57.86' to a point;
Thence S 58° 34' 06" W, for a distance of 147.19' to a point;
Thence N 76° 47' 04" W, for a distance of 323.73' to a point;
Thence N 77° 02' 40" W, for a distance of 438.22' to a point;
Said point being the true point of beginning.

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EXHIBIT A

JACKSON POINTE PROPERTY

JACKSON POINTE 105.948 ACRES

All that piece, parcel, and lot of land, situate, lying, and being in the state of South Carolina, county of Greenville, located in and along Groce Meadow Road and containing 105.948 Acres according to a plat prepared by Dalton & Neves Co., Inc. dated 03/06/98 and titled,"Property of David Michael Ballenger and Elizabeth M. Ballenger", and having according to said plat the following metes and bounds to wit;

Beginning at an iron pin located on the southern right of way of Groce Meadow Road, said pin being located approximately 1,005'+/- east of the centerline intersection of Groce Meadow Road and Mountain Vista Road; said pin being the joint corner of property belonging to David Michael Ballenger and Elizabeth M. Ballenger and property belonging to Carroll J. Fleming and proceeding thence with the right of way of Groce Meadow Road S 64° 43' 41" E, for a distance of 834.18' to an iron pin;

Thence with the arc of a circle of length 414.40', the radius of which is 1,108.(X)', and the chord of which is S 75° 26' 33" E for a distance of 411.99' to an iron pin;

Thence S 86° 10' 26" E, for a distance of 229.47' to a concrete monument;

Thence leaving said right of way and proceeding with the common line of property belonging to Peter W. Baker, S 03° 43' 25" W for a distance of 52.13' to a concrete monument;

Thence, still with the Baker line, S 69° 51' 16" E for a distance of 611.18' to a concrete monument;

Thence, leaving the Baker line and continuing with the line of property belonging to Courtney Grant and Etta Grant, S 68° 51' 16" E for a distance of 568.49' to an iron pin;

Said pin being located on the southern right of way of Groce Meadow Road;

Thence with said right of way S 38° 15' 36" E for a distance of 137.92' to an iron pin;

Thence leaving said right of way and continuing with the line of property belonging to Charles A Simonton and Nancy M. Simonton S 33° 36' 28" W for a distance of 527.87' to an iron pin;

Thence S 33° 35' 44" W for a distance of 543.96' to an iron pole;

Thence N 84° 38' 39" W for a distance of 400.04' to an iron pin;

Thence N 84° 39' 20" W for a distance of 163.65' to an iron pin;

Thence S 38° 07' 18" W for a distance of 439..61' to a point;

Said point being on the main channel of Beaverdam Creek;

Thence N 79° 55' 35" W for a distance of 126.61' to a point;

Thence S 64° 21' 32" W for a distance of 492.90' to a point;

Thence N 66° 05' 25" W for a distance of 231.63' to a point;

Said point being in the main channel of Beaverdam Creek;

Thence N 66° 53' 25" W for a distance of 1,008.15' to an iron pin;

Said pin being located in the old run of Beaverdam Creek;

Thence with the common line of property belonging to Louis H. Skinner

N 27° 01' 00" E for a distance of 223.61' to an iron pin;

Thence still with said common line N 18° 01' 00" E for a distance of 129.77' to an iron pin;

Thence still with said common line and along a branch N 04° 29' 00" W for a distance of 204.80' to an iron pin;

Thence still with said common line and branch N 06° 05' 00" E for a distance of 504.50' to an iron pin;
Thence N 01° 39' 02" W for a distance of 220.97' to an iron pin;
Thence N 19° 50' 47" E for a distance of 112.00' to an iron pin;
Thence still with said common line and a gully, N 34° 50' 47" E for a distance of 290.00' to an iron pin;
Thence N 35° 20' 47" E for a distance of 34.00' to an iron pin;
Thence N 27° 50' 47" E for a distance of 190.31' to an iron pin;
Said pin being the joint corner with property belonging to Carroll J. Fleming;
Thence with the Fleming line N 27° 50' 47" E 180.72' to an iron pin;
Said pin being located on the southern right of way of Groce Meadow Road,
and being the point of beginning; and

JACKSON POINTE #2 - 34.443 ACRES
All that piece, parcel, and lot of land, situate, lying, and being in the state of South Carolina, county of Greenville, located in and along Groce Meadow Road and containing 34.443 Acres according to a plat prepared by Dallon & Neves Co., Inc. dated 03/06/98 and titled,"Property of David Michael Ballenger and Elizabeth M. Ballenger", and having according to said plat the following metes and bounds to whit;
Beginning at an iron pin located on the southern right of way of Groce Meadow Road, said pin being located approximately 1,005'+/- east of the centerline intersection of Groce Meadow Road and Mountain Vista Road; said pin being the joint corner of property belonging to David Michael Ballenger and Elizabeth M. Ballenger and property belonging to Carroll J. Fleming and proceeding thence along a traverse line to the center of Groce Meadow Road N 27° 50' 47" E, for a distance of 25.03' to an old nail;
Thence along the center line of Groce Meadow Road N 64° 13' 20" W for a distance of 132.30' to a nail and cap;
Thence N 14° 22' 59" E for a distance of 24.27' to an iron pin;
Said pin being located on the northern right of way of Groce Meadow Road and being the joint corner of property belonging to David Michael Ballenger and Elizabeth M. Ballenger and property belonging to Donald Barnette and being the true point of beginning;
Thence with the common line of property belonging to Barnette N 14° 22' 59" E for a distance of 394.96' to an iron pin;
Thence N 20° 00' 59" E for a distance of 171.60' to an iron pin;
Thence N 07° 00' 59" E for a distance of 139.92' to an iron pin;
Thence N 66° 45' 59" E for a distance of 463.98' to an old nail;
Thence S 25° 29' 01" E for a distance of 355.85' to an old stone;
Thence N 63° 19' 06" E for a distance of 625.25' to an iron pin;
Thence S 39° 50' 56" E for a distance of 59.97' to an iron pin;
Thence S 04° 12' 01" W for a distance of 57.37' to an iron pin;
Thence S 13° 31' 48" W for a distance of 108.83' to an iron pin;
Thence S 01° 35' 48" W for a distance of 81.02' to an iron pin;
Thence S 89° 48' 08" E for a distance of 61.99' to an iron pin;
Thence N 44° 12' 38" E for a distance of 86.44' to an iron pin;
Thence S 53° 45' 20" E for a distance of 101.05' to an iron pin;

Thence S 36° 18' 06" E for a distance of 56.42' to an iron pin;
Thence S 03° 55' 12" W for a distance of 317.33' to an iron pin;
Thence S 03° 57' 59" W for a distance of 15.97' to an iron pin;
Thence S 03° 50' 14" W for a distance of 689.04' to an iron pin;
Said pin being located on the northern right of way of Groce Meadow Road;
Thence with the right of way of Groce Meadow Road N 86° 10' 26" W for a distance of 229.46' to an iron pin;
Thence with the arc of a circle of length 395.70' the radius of which is 1,058.00', and the chord of which is N 75° 26' 33" W for a distance of 393.40' to an iron pin;
Thence N 64° 43' 41" W for a distance of 969.94' to an iron pin;
Said pin being the true point of beginning.

LESS AND EXCEPT

ZONE XII - JACKSON POINT DEVELOPMENT

All that piece, parcel, and lot of land, situate, lying, and being in the state of South Carolina, county of Greenville, located in and along Groce Meadow Road containing 2.81 Acres +/- according to a composite drawing prepared by Arbor Engineering, Inc., dated 23 August 2002, and titled, " Composite Drawing for Jackson Pointe Development ", and which is prominently labeled with the statement that the said document does not represent a land survey and is unsuitable for deeding of property or recordation, and having according to said composite drawing the following metes and bounds to whit;
Beginning at an iron pin located on the southern right of way of Groce Meadow Road, said pin being the joint corner of property belonging to Jackson Pointe Development and property belonging to Charles A. Simonton and Nancy M. Simonton and proceeding thence along the common property line S 33° 36' 28" W for a distance of 409.52' to a point;
Thence N 32° 41' 35" W for a distance of 346.61' to a point;
Thence N 20° 59' 36" E for a distance of 265.55' to a point;
Thence S 68° 51' 16" E for a distance of 250.20' to an iron pin;
Said pin being located on the southern right of way of Groce Meadow Road;
Thence with the right of way of Groce Meadow Road S 38° 15' 31" E for a distance of 137.92' to an iron pin;
Said pin being the point of beginning.

BOOK: 2007 PAGE: 1087

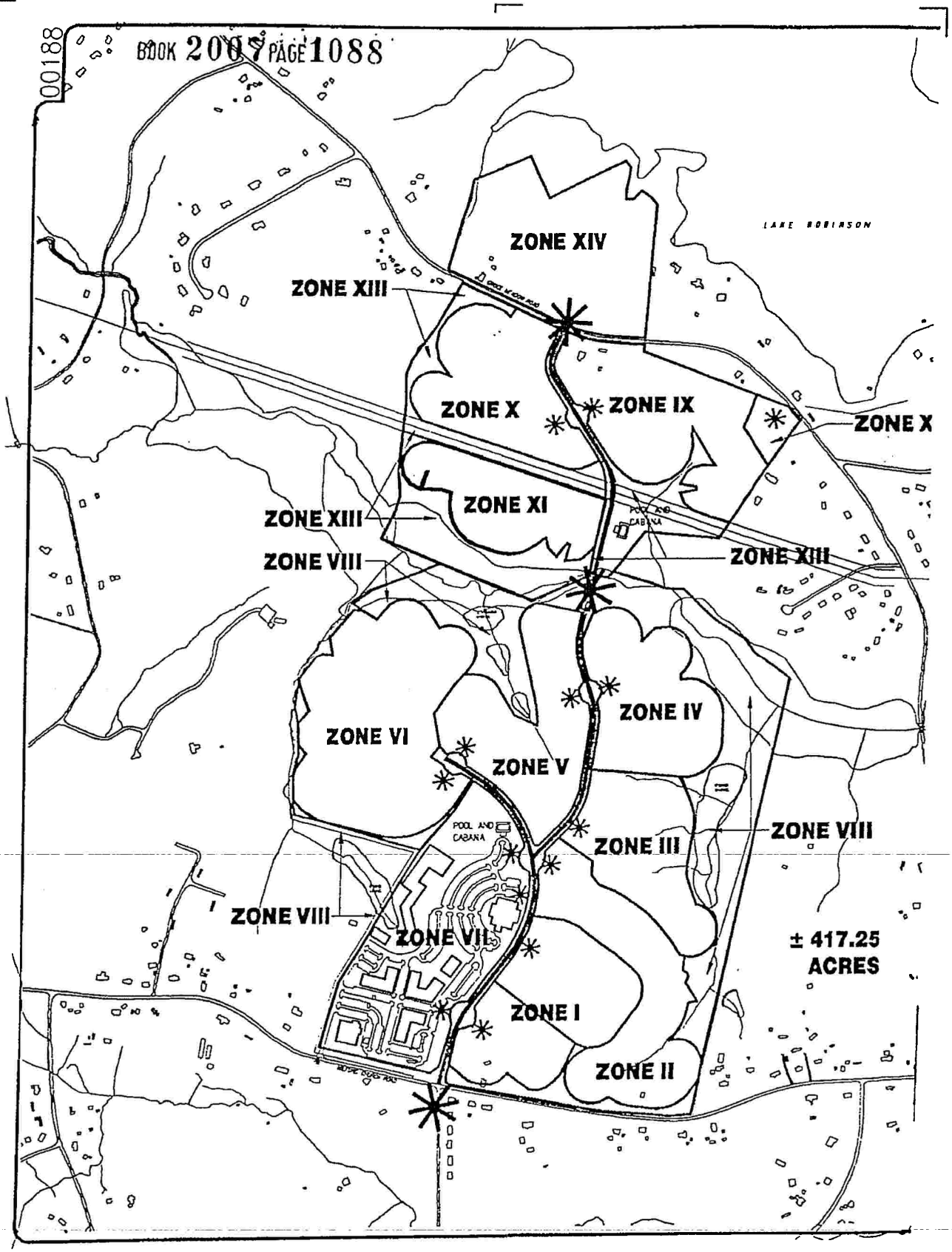
BOOK 2007 PAGE 1087

EXHIBIT B

Planned Development Plan

BOOK: 2007 PAGE: 1088

00188 BOOK 2007 PAGE 1088

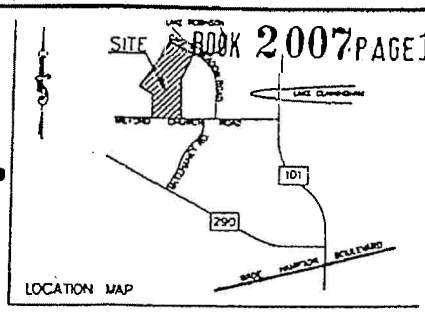


BOOK: 2007 PAGE: 1089

BOOK 2007 PAGE 1089

THE EXISTING TOPOGRAPHY OF THE SITE ALLOWS FOR PROPER ENGINEERING OF STORM DRAINAGE. THE ENGINEERED SYSTEM WILL SERVE ALL SITES.

TAX MAP #632.1-1-1, 1.6, 2, AND 3; AND #633.1-1-12, 15 AND 16



LOCATION MAP

	UNITS	ACREAGE	DENSITY
ZONE I	249	35.09± Ac.	7.09
ZONE II	66	26.18± Ac.	2.54
ZONE III	66	20.82± Ac.	4.09
ZONE IV	66	26.84± Ac.	2.54
ZONE V	70	26.14± Ac.	2.68
ZONE VI	138	41.49± Ac.	3.33
ZONE VII	0	41.49± Ac.	0
ZONE VIII	0	71.84± Ac.	0
ZONE IX	199	86.19± Ac.	2.30
ZONE X	96	53.49± Ac.	2.32
ZONE XI	66	17.79± Ac.	3.70
ZONE XII	6	6.28± Ac.	0
ZONE XIII	0	36.74± Ac.	0
ZONE XIV	200	34.44± Ac.	5.71
TOTAL	1199	417.38± Ac.	2.83

LEGEND

ZONELINE
BUFFERLINE
PRIMARY CIRCULATION
PRIMARY ACCESS *
ACCESS BETWEEN ZONES *

ZONE I	35.09± Ac.	SINGLE FAMILY ATTACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE II	26.1 8± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE III	20.82± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE IV	26.84± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE V	26.14± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE VI	41.49± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE VII	41.49± Ac.	COMMERCIAL, CIVIC, AND CHURCH RELATED USES - APPROX. 360,000 sf
ZONE VIII	71.84± Ac.	RECREATION / OPEN SPACE
ZONE IX	86.19±Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE X	53.49± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE XI	17.79± Ac.	SINGLE FAMILY DETACHED HOMES 1800 sf min. - 3-4 BEDROOMS
ZONE XII	6.28± Ac.	BOAT STORAGE FACILITY FOR THE DEVELOPMENT AND COMMUNITY
ZONE XIII	36.74± Ac.	RECREATION / OPEN SPACE
ZONE XIV	34.44± Ac.	SINGLE FAMILY ATTACHED AND DETACHED HOMES 1,200 sf min. - NOT TO EXCEED 5-6 DENSITY

ZONE I	2 PER UNIT	RESIDENTIAL
ZONE II	2 PER UNIT	RESIDENTIAL
ZONE III	2 PER UNIT	RESIDENTIAL
ZONE IV	2 PER UNIT	RESIDENTIAL
ZONE V	2 PER UNIT	RESIDENTIAL
ZONE VI	2 PER UNIT	RESIDENTIAL
ZONE VII	PARKING TO MEET CODES DEPENDENT WITH ZONE SHARED SPACES	COMMERCIAL/ CIVIC/CHURCH
ZONE VIII	20 SPACES FOR POOL SITE 1.0 SPACES FOR OPEN SPACE SITE	RECREATIONAL/ OPEN SPACE
ZONE IX	2 PER UNIT	RESIDENTIAL
ZONE X	2 PER UNIT	RESIDENTIAL
ZONE XI	2 PER UNIT	RESIDENTIAL
ZONE XII	6 SPACES	BOAT STORAGE
ZONE XIII	15 SPACES FOR POOL SITE 2 SPACES FOR OPEN SPACE SITE	RECREATIONAL/ OPEN SPACE
ZONE XIV	2 PER UNIT	RESIDENTIAL

NOTE: SURVEY PROVIDED BY NICOLE SURVEYING IN NOVEMBER, 2001.

EXHIBIT (B)

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	12/5/01	PRELIMINARY-RELEASED FOR LIMITED USE	JDM

BLUE RIDGE PLANTATION

PLANNED DEVELOPMENT PLAN

GREENVILLE SOUTH CAROLINA

14 AUGUST 2001

SHEET NO. OF

Arbor Engineering, Inc.
P.O. Box 263 Greenville, S.C. 29602
Tele: (864) 235-3589 Fax (864) 233-6574
E-Mail ArborEng@Aol.Com
LANDSCAPE ARCHITECTS CIVIL ENGINEERS LAND SURVEYORS

CV-1

00188

EXHIBIT C

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Litigants stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Litigant shall select an arbitrator ("Litigant Appointed Arbitrator"). The Litigant Appointed Arbitrator shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Litigant fails to appoint a Litigant Appointed Arbitrator within twenty (20) days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Litigant Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within forty-five (45) days from the date of the Arbitration Notice, Claimant may notify the Board of Directors, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Litigants in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Litigant Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. any person designated as a Neutral shall immediately disclose in writing to all Litigants any circumstance likely to affect impartiality, including any bias or financial or personal interest in

the outcome of the arbitration ("Bias Disclosure"). If any Litigant objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be, shall fix the date, time and place for the hearing. the place of the hearing shall be within the Properties unless otherwise agreed by the Litigants.

6. Any Litigant may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator or Chair, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's or Chair's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Litigants.

10. The Litigants may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator or Chair may deem necessary to an understanding and determination of the Claim. The Arbitrator or Chair shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator or Chair shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator or Chair shall declare the hearings closed when satisfied the record is complete.

12. There will be no posthearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than fourteen (14) days from the close of the hearing, unless otherwise agreed by the Litigants. The Award shall be in writing, shall be signed by the Arbitrator or Chair and acknowledged before a notary public. If the Arbitrator or Chair believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Litigant agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Litigant or its attorney at the address communicated to the Arbitrator or Chair at the hearing.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 09:40 AM
08 30 02 RECORDED IN DEED
BOOK 2007 PAGE 1030 THRU 1092
DOC # 2002080732

Judy B. Hiy

2006092658 MISC/DEED
14 PGS
Book:DE 2228 Page:512-525
September 21, 2006 01:42:35 PM
Rec:$20.00 Cnty Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

BYLAWS OF

BLUE RIDGE PLANTATION

PROPERTY OWNERS ASSOCIATION, INC.

#1047080

BYLAWS

BLUE RIDGE PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Purpose

Section 1. Name. The name of this corporation is Blue Ridge Plantation Property Owners Association, Inc. (the "Association").

Section 2. Principal Office. The principal office of the Association shall be in Greenville County, South Carolina, at a location to be determined by the Board of Directors from time to time.

Section 3. Purpose. The Association is organized in accordance with the Declaration of Covenants, Conditions and Restrictions Applicable to Blue Ridge Plantation, recorded on August 30, 2002, in Deed Book 2007 at Page 1030 in the Office of the Register of Deeds for Greenville County, South Carolina (the "Declaration"). The Association is organized for the purposes described in the Declaration. The foregoing purposes shall include but not be limited to making provision for and bearing the cost of maintenance and repair of the "Common Area" (as defined below) of the "Property" (as defined below), including the cost of labor, equipment, materials, management and supervision; the payment of taxes assessed against the Common Area; the maintenance of any private water and sewer mains, storm drainage facilities, and other utilities in and upon the Common Area; the procurement and maintenance of such insurance as may be required hereunder and as the Board of Directors of the Association may find necessary or desirable; the payment of charges for street lights located in the Property; the employment of accountants and attorneys to represent the Association when necessary; the determination and

collection of assessments as provided in the Declaration; the enforcement of the requirements and obligations set forth in the Declaration; and all other purposes provided in the Declaration.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Blue Ridge Plantation Property Owners Association, Inc., its successors and assigns.

Section 2. "Building" shall mean and include, but shall not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms, canopies, porches and outbuildings, all whether for permanent or temporary use.

Section 3. "Common Area" shall mean all real property located within the Property owned or maintained or to be owned or maintained by the Association, as defined in the Declaration.

Section 4. "Improvement" shall mean any structure, object or construction of any kind that alters the physical appearance of a Lot, including but not limited to, buildings, outbuildings, roads and driveways (other than those dedicated to public use), parking areas, fences, flagpoles and flags, statues, sculptures, screening walls, retaining walls, loading areas, signs, mailboxes, lights, utilities, lawns, landscaping, walkways and recreational amenities, including but not limited to swimming pools, tennis courts and other recreational courts located on Lots, together with any construction work or treatment done or applied to a Lot in connection therewith.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or recorded development plan of the Property with the exception of Common Area and dedicated streets and roads.

Section 6. "Member" shall mean and refer to every person or entity that holds membership with voting rights in the Association.

Section 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property defined as the Property in the Declaration.

Section 9. "Declaration" shall mean the Declaration described in Article I, Section 3 above, as the same may be amended, restated or supplanted from time to time.

Section 10. "Architectural Committee" shall be the committee defined in the Declaration.

ARTICLE III

Membership and Voting Rights

Section 1. Eligibility. Blue Ridge Development, LLC and Jackson Pointe Development Company, Inc., or their successors and assigns pursuant to any assignment accomplished pursuant to the provisions of Article X, Section 7 of the Declaration (the "Declarants") and every Owner of a Lot within the Property shall be Members of the Association.

Section 2. Voting Rights.

(a) Class A Members shall be all Members other than the Developer. Each Class A Member shall have one vote for each Lot in which it holds the interest required for membership.

(b) The Class B Member shall be the Declarants, including any successor or assign. Each Class B Member shall be entitled to one vote for each Lot owned by such Member, plus one-half vote for each vote held by a Class A Member, plus an additional one-half vote. The total vote of the

Association's Members shall consist of the sum of the votes of all Class A Members and the votes of the Class B Members, with each Class A vote being equivalent to one Class B vote. Class B membership may, at the option of the Class B Members, be converted at any time to Class A membership. All votes or consents of the Association shall be determined by majority vote of all Members, whether Class A or Class B, unless otherwise provided herein or in the Declaration.

Section 3. Multiple Owners. Each Owner of a Lot shall be entitled to voting rights consisting of one vote for each Lot, except as set forth below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall multiple Owners of a Lot be entitled to cast more than the one vote for that Lot.

ARTICLE IV

Government

Section 1. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors of not less than three (3) directors, each of whom shall be elected by the vote of Members holding a majority of the outstanding votes in the Association. Directors may be, but shall not be required to be Members of the Association. No Director shall incur any liability whatsoever to any Member, Owner or Occupant for any actions taken by such Director in good faith and within the scope of his or her authority in implementing or enforcing any provision of the Declaration.

No Director shall incur any liability whatsoever to any Member or Owner for any actions taken by such Director in good faith and within the scope of his or her authority in implementing or enforcing any provision of the Declaration or acting pursuant to these Bylaws. The Directors of the

Association shall hold their offices until their successors are chosen and have been qualified or until their resignation or removal.

Section 2. Officers. Officers of the Association may be elected by the Board of Directors and shall consist of a President, a Vice President, a Secretary, and a Treasurer. Additional officers may be elected in the discretion of the Board. Any person may hold more than one of the aforesaid offices and may act in more than one capacity where action by two or more officers is required. The officers of the Association shall hold their offices until their successors are chosen and have been qualified or until their resignation or removal.

Section 3. Manager. The Board of Directors may select a Manager to operate and manage the Property and may delegate any or all day-to-day duties to the Manager, including the right to make decisions involving the exercise of judgment, subject to the right of the Board of Directors to overrule any judgment decisions. The Manager may be an affiliate of Declarant(s), and Declarant(s) shall retain at all times the right to veto the selection of a Manager or to remove a Manager.

ARTICLE V

Meetings of Members

Section 1. Annual Meeting of Members. The annual meeting of the Members of the Association shall be held in October of each year. Notice of the exact date, time and place of the annual meeting shall be mailed to each Member not less than seven (7) days nor more than thirty (30) days in advance of the meeting. If the annual meeting is not held in October, a substitute annual meeting may be called as provided in Section 2 of this Article, and a meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2. Special Meetings of Members. Special meetings of Members may be called by the President or by any two Directors. Notice of such a meeting shall be mailed to each Member at least fifteen (15) days prior thereto but not more than sixty (60) days prior thereto.

Section 3. Quorum for Members Meetings. Unless otherwise provided in the Declaration, at all meetings of the Association, either regular or special, the presence of Members or of proxies entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. Attendance by a Member at a meeting will constitute a waiver of notice of such meeting, unless the Member attends the meeting for the purpose of objecting to the transaction of business on the basis that the meeting has not been lawfully called.

Section 4. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the Members who would be entitled to vote upon the action at a meeting and is filed with the Secretary of the Association.

ARTICLE VI

Meetings of Directors

Section 1. Meetings of Board. Meetings of the Board of Directors shall be called by the President or by any two Directors by mailing written notice to all of the Members of the Board of Directors at least five (5) days prior to the date of the meeting.

Section 2. Quorum for Board Meeting. A majority of the Board of Directors shall constitute a quorum.

Section 3. Action by Board. All actions to be taken by the Board shall require the affirmative vote of a majority of the Members of the Board present at a meeting duly called.

Section 4. Informal Action by Directors. Any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the Directors and filed with the minutes of the proceedings of the Board.

Section 5. Place of Board of Directors' Meetings. The meetings of the Board of Directors may be held either within or without the State of South Carolina as shall be determined from time to time by the Board.

ARTICLE VII

Election of Directors and Officers

Section 1. Election of Directors. The Board of Directors of the Association shall be elected at the annual meeting with the Members of the Association being entitled to vote in accordance with the voting rights and other provisions set forth in Articles III and IV hereof.

Section 2. Election of Officers. Within thirty days after the annual meeting of the Members at which the Board of Directors is elected, the Board of Directors shall elect the officers provided in Article IV, Section 2 or otherwise provide for members of the Board of Directors to carry out the duties of the officers.

ARTICLE VIII

Vacancies in Office

If a vacancy occurs among the officers or in the Board of Directors, the vacancies shall be filled for the unexpired term by the Board of Directors.

ARTICLE IX

Duties of Officers

Section 1. President. The President shall preside at all meetings of the Association and of the Board of Directors and shall discharge such other duties as are customarily performed by such officer in a corporation of like character and such additional duties as may from time to time be imposed upon him by the Board of Directors.

Section 2. Vice President. The Vice President shall in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall discharge such other duties as are customarily performed by such officer in a corporation of like character and such additional duties as may from time to time be imposed upon him by the Board of Directors.

Section 3. Secretary. The Secretary shall keep and preserve all records of the Association, and keep all minutes of all meetings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these Bylaws and discharge such other duties as are customarily performed by such officer in a corporation of like character and such additional duties as may from time to time be imposed upon him by the Board of Directors.

Section 4. Treasurer. The Treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Board of Directors and disburse funds as ordered or authorized by the Board of Directors. He shall keep regular accounts of his receipts and disbursements, submit his records when requested and give an

itemized statement at regular meetings of the Association.

ARTICLE X

Duties and Powers of Board of Directors

The Board of Directors shall have general charge and management of the affairs, funds and property of the Association. The Board shall have full power and it shall be the Board's duty:

(a) To carry out the purposes of the Association according to its Certificate of Incorporation and Bylaws;

(b) To determine whether the conduct of any Member is detrimental of the welfare of the Association and to fix a penalty for such misconduct or any violation of these Bylaws or any rules and regulations which may be adopted from time to time by the Board;

(c) To suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid;

(d) To grant easements and rights of way, across or beneath all or any part of the Common Area to any public agency, authority or utility;

(e) To constitute, designate and appoint committees and define their powers and duties and to delegate authority to the same;

(f) To delegate authority to any officer or Member of the Association from time to time;

(g) To establish, collect and administer the assessments described in Article XII hereof and in the Declaration;

(h) To bring in the name of the Association and the name of any Member civil actions and suits for the enforcement of any of the Declaration (as the same may be amended, restated or

supplanted from time to time) and for any complaint, annoyance or nuisance to any Member of the Association arising in the Property for which a civil or criminal cause of action may exist for abatement, damages or relief; to pay for all costs incident to such actions (including but not limited to court costs and counsel fees); and to defer in the institution of any such action to any Member or other person entitled to bring such action; and

(i) To exercise such other rights and to perform such other duties as may be described in the Declaration as the same may be amended, restated or supplanted from time to time.

ARTICLE XI

Compensation of Directors and Officers

Neither the officers, directors, nor any Members serving on any committees shall receive any salary or compensation for services rendered to the Association; provided, however, that any officer, director or Member employed by the Association to perform some service for or to provide some goods to the Association may receive compensation for such services or goods.

ARTICLE XII

Membership Assessments; Compliance and Enforcement

Membership assessments shall be imposed, collected and enforced in accordance with the terms of the Declaration as such may be amended from time to time and which are hereby incorporated herein by reference.

As provided in the Declaration, in addition to any other remedies available under the Declaration, the Association may impose sanctions for violation of the Declaration in accordance with any procedures set forth in the By-laws, including reasonable monetary fines and suspension of the right to vote, and to use any facilities within the Common Area. In addition, the Association

may exercise self-help to cure violations to the fullest extent allowed by applicable law, and may suspend any services it provides to the Lot of any Owner who is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

Prior to imposing a monetary fine or suspending voting or use rights for a violation of the Declaration, Board of Directors of the Association shall provide written notice to the Owner in question of the violation and the proposed sanction and of the right of the Owner to request in writing within ten (10) days of receipt of the notice a hearing before the Board to contest the fine. The right to a hearing to contest any fine or suspension shall be deemed to have been waived if a hearing is not requested in writing within ten (10) days of receipt of notice from the Board.

Any fines imposed pursuant to this Article shall be deemed to be amounts due to the Association pursuant to the Declaration and, as provided in Article IV, Section 1 of the Declaration, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such fine is imposed, and also shall be subject to the enforcement provisions set forth in Article IV, Section 6.

ARTICLE XIII

Insurance

Section 1. Association's Insurance. The Association shall obtain such public liability insurance and other insurance as the Board of Directors shall deem necessary or appropriate.

Section 2. Premiums. Premiums for such insurance shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments.

ARTICLE XIV

Miscellaneous

Section 1. Notices. All notices to Members and Directors shall be mailed to their addresses as given on the books of the Association.

Section 2. Amendments. These Bylaws may be amended only by a vote of the Owners holding a majority of the then outstanding votes in the Association.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Association and the words "Corporate Seal, South Carolina."

Section 5. Proxies. At a meeting of the Members of the Association, a Member entitled to vote may vote by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid after nine (9) months from the date of its execution unless otherwise provided in the proxy.

Section 6. Conflict with Declaration. In the event that any portion of these Bylaws deals with the same subject matter as any similar provisions of the Declaration, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any provision contained in the Declaration. However, in the extent of any direct and unequivocal conflict between the provisions of the Declaration (as the same may be amended, restated or supplanted from time to time) and the provisions of these Bylaws, the provisions of the Declaration (as the same may be amended, restated or supplanted from time to time) shall control.

IN WITNESS WHEREOF, the undersigned, being the sole Incorporator of the Association, has adopted these Bylaws, as of this 12th day of September, 2006.

Blue Ridge Plantation Property Owners Association Inc

Courtney M Bruce

Mike Bruce, Incorporator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

The undersigned, a notary public in and for the State of South Carolina, does hereby certify that Mike Bruce, Incorporator, appeared before me this day and acknowledged before me the due execution of the foregoing instrument.

Witness my hand and official seal this 12th day of September, 2006.

Notary Public for State of South Carolina

My Commission expires: 5-29-2013
(Official Seal of Notary Public)

#1047080

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
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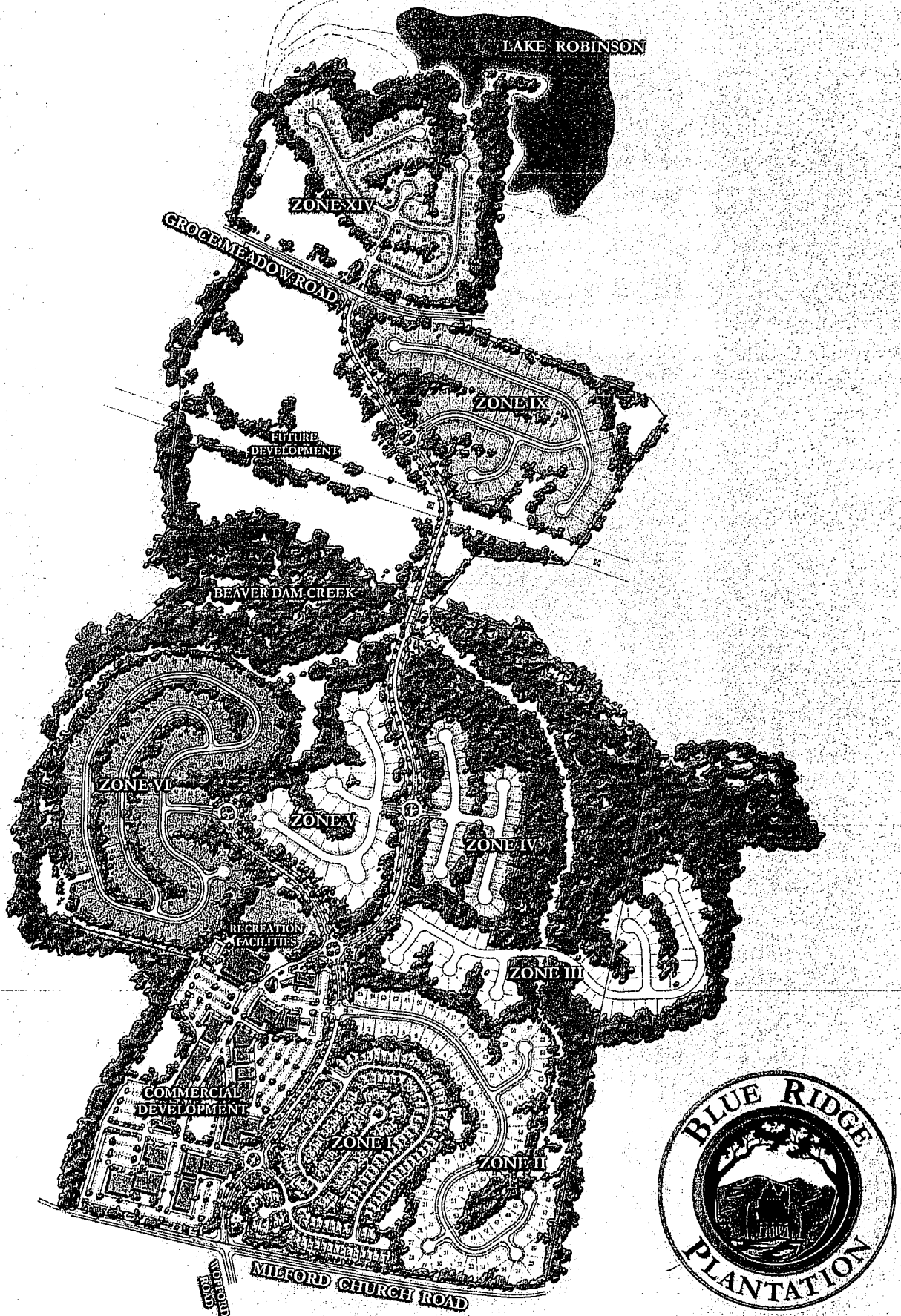
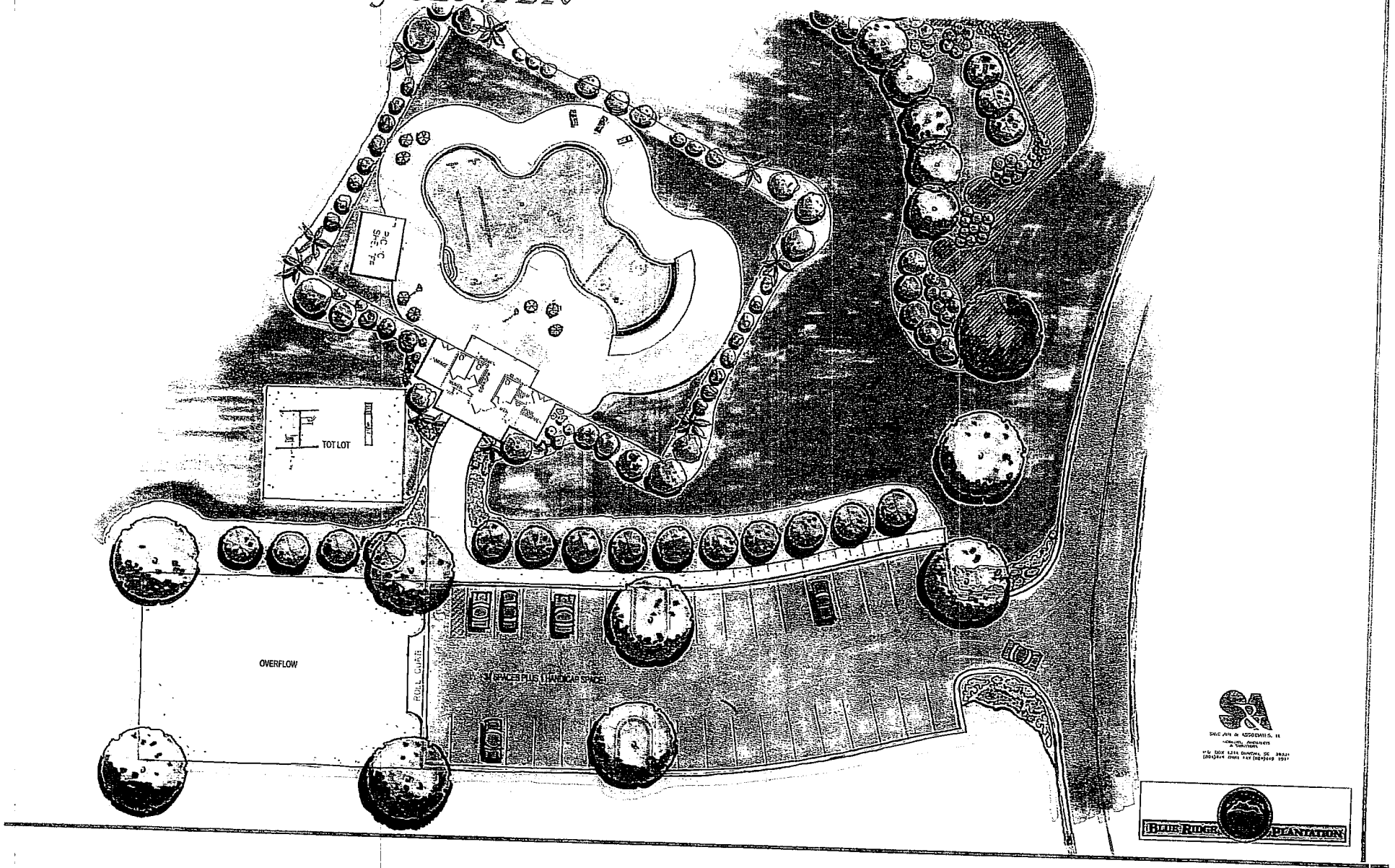


BLUE RIDGE PLANTATION

221 W. MAIN STREET
TAYLORS, SC 29687
(864) 244-6098

BLUE RIDGE PLANTATION
AMENITY CENTER



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STATE OF SOUTH CAROLINA)
) FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO BLUE RIDGE PLANTATION
COUNTY OF GREENVILLE)

FILED
GREENVILLE, SC
2005 APR 11 AM 11:20
REGISTER OF DEEDS

This FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO BLUE RIDGE PLANTATION (the "First Amended Declaration"), is made this 7th day of April, 2005 by **BLUE RIDGE PLANTATION DEVELOPMENT, LLC**, a South Carolina limited liability company and **JACKSON POINT DEVELOPMENT COMPANY, INC.**, a South Carolina corporation, (hereinafter the "Declarants"):

WITNESSETH

WHEREAS, Declarants have heretofore executed 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 (the "Master Declaration");

WHEREAS, in accordance with the terms of Article X, the Declarants reserved unto themselves the right and authority to amend the Master Declaration. In order to further the development objectives and overall intent and purposes expressed in the said Master Declaration, Declarants now wish to so amend the Master Declaration;

NOW, THEREFORE, Declarants hereby declare that the Property, as already subject to the Master Declaration, is hereby additionally subjected to this First Amended Declaration. The following easements, restrictions, covenants, and conditions 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 Declarants.

Article I
Scope of Amendment

Except as expressly modified and amended hereby the terms of the Master Declaration are adopted, ratified, affirmed and shall continue in full force and effect. Any capitalized terms appearing herein and not separately defined shall have the same meanings assigned to them in the Master Declaration. In all other respects, the terms of this First Amended Declaration shall be incorporated and made a part of the Master Declaration, as if the terms hereof were originally stated therein.

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RECORDING FEE 10.00

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THIS DOCUMENT CONTAINS AN ARBITRATION PROVISION THAT REQUIRES ALL DISPUTES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER HEREOF TO BE SUBMITTED TO ARBITRATION PURSUANT TO S.C. CODE ANNOTATED SECTION 15-48-10, ET SEQ.

Article II
Correction to the Naming of Declarant Blue Ridge Plantation Development, LLC

It is hereby acknowledged that the Declarant, Blue Ridge Plantation Development, LLC, erroneously executed the Master Deed in the name "Blue Ridge Development, LLC." This incorrect designation of such Declarant's true and lawful entity name was a scrivener's error, and it is hereby declared and affirmed that Blue Ridge Plantation Development, LLC intended then, and does now, *nunc pro tunc*, submit the Property to the covenants, conditions and restrictions set forth in the Master Declaration.

Article III
Provision for Supplemental Covenants, Conditions and Restrictions

It is acknowledged that Article X, Section 5 of the Master Declaration provides for modification of the said Master Declaration to accommodate development objectives within any particular Zone (as shown on the Planned Development Plan for Blue Ridge Plantation dated August 14, 2001). It is hereby clarified that, supplemental covenants, conditions and restrictions which do not have the effect of reducing the minimum standards established in the Master Declaration, but which, instead, create additional covenants, conditions and restrictions applicable to such Zone, or a Phase or Section of the Property shall not be prohibited. Further, any such supplemental or additional covenants, conditions or restrictions may be placed upon any Zone by the Declarant which is the owner of such Zone, Phase or Section, without the approval or consent of the other Declarant.

Article IV
Arbitration.

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

IN WITNESS WHEREOF, Declarants have executed First Amended Declaration on the date first above written.

Witnesses:

Blue Ridge Plantation Development, LLC

By: _____
S. Michael Bruce, Member

By: _____
D.A. Burdette, Member

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Witnesses:

Jackson Pointe Development Company, Inc.

By: _____
Its V. President

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 Blue Ridge Plantation Development, LLC, 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.

Subscribed and sworn to before me
this 7th day of April, 2005.

Notary Public for South Carolina
My Commission Expires: 12-15-13

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 Company, Inc., by its duly authorized representative, 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.

Subscribed and sworn to before me
this 7th day of April, 2005.

Notary Public for South Carolina
My Commission Expires: 12-15-13

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 11:20 AM
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