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BOOK 2886 PAGE 173
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**SECOND
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LAUREL CREEK**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAUREL CREEK is made as of this 6th day of January, 2000 by Laurel Creek LLC, a South Carolina limited liability company ("Declarant") whose address is 2697 Celanese Road, Suite. 400, Rock Hill, South Carolina 29732.

RECITALS

A. Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Laurel Creek Phase One, dated June 22, 1998 (the "Declaration"), which was recorded July 8, 1998 in Record Book 2313, Page 273, Office of the Clerk of Court, York County, South Carolina, with respect to certain real property located in the City of Rock Hill, York County, South Carolina described in Exhibit A to the Declaration (the "Phase One Property").

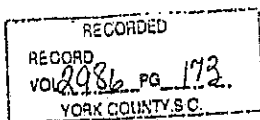
B. Pursuant to Article II, Section 2.2 of the Declaration, Declarant reserved the option to submit any or all of the Additional Property described in Exhibit "B" to the Declaration by filing one or more Supplemental Declarations.

C. Declarant recorded that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Laurel Creek dated September 16, 1999, recorded September 16, 1999, in Record Book 2858, Page 240, Office of the Clerk of Court, York County, South Carolina, to add a portion of the Additional Property to the Declaration.

D. Declarant now desires to annex another portion of the Additional Property to the general scheme of Development set forth in the Declaration, the legal description for which is attached hereto in Exhibit "A" and incorporated herein by this reference (the "Annexed Property").

E. This Second Supplemental Declaration is designed to create equitable servitudes and covenants applicable to and running with the land for all Property made subject hereto.

F. Declarant hereby declares that those portions of the Annexed Property made subject to the Declaration by this Second Supplemental Declaration shall, be owned, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and terms hereinafter set forth for the Term thereof, all of which are declared to be part of, pursuant to, and in furtherance of, a common and general plan of development, improvement, and enhancement of the Phase One Property and the Annexed Property. The provisions of this Second Supplemental Declaration are expressly intended to touch, concern, and run



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with the title to the Annexed Property subjected to this Second Supplemental Declaration and shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and all persons having or acquiring any right, title, or interest in such Properties, and their respective heirs, successors, executors, administrators and assigns.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Pursuant to Article II, Section 2.2 of the Declaration, Declarant is hereby exercising its option to submit the Annexed Property described in the attached Exhibit "A" to the Declaration and further declares that the Annexed Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens contained therein which shall touch, concern and run with the title to the Annexed Property, and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the within-described Annexed Property, or any portion thereof, along with their respective heirs, successors, executors, administrators, and assigns.

2. Pursuant to Article 2, Section 2.3 of the Declaration, each purchaser of a Lot or Dwelling, by acceptance of a deed thereto, is subject to the terms of the Declaration by this Second Supplemental Declaration. Each Mortgagee, by accepting a Mortgage upon a Lot or Dwelling subject to the terms of the Declaration shall be deemed to have also consented to the powers of annexation reserved by Declarant in the Declaration and exercised by the Declarant through this Second Supplemental Declaration.

3. Upon recordation of this Second Supplemental Declaration, the Declaration shall apply to the Annexed Property in the same manner as if the Annexed Property had originally been subject to the Declaration and had originally constituted a portion of the Phase One Property; and therefore, the rights, privileges, duties, and liabilities of the parties which own any portion of the Annexed Property shall be the same as those involving all of the Phase One Property previously made subject to the Declaration, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of the Lots and Dwelling Units in the Annexed Property shall be the same as though the Annexed Property had originally been subject to the Declaration, except as expressly provided in this Second Supplemental Declaration.

4. Interpretation.

(a) Unless otherwise expressly provided herein, all definitions given in Article I of the Declaration shall have the same meaning when used in this Second Supplemental Declaration. All of the provisions of this Second Supplemental Declaration and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the Properties as set forth in the Recitals to the Declaration which are incorporated herein this reference.

(b) Notwithstanding the provisions of the foregoing Paragraph 4(a), each of the provisions of this Second Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular shall include the plural and vice versa.

(d) All captions and titles used in this Second Supplemental Declaration are intended solely for convenient of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This Second Supplemental Declaration shall be construed in accordance with and governed by the laws of the State of South Carolina.

(f) Declarant reserves the right to amend this Second Supplemental Declaration once the Development Plan for the Annexed Property is finalized in order to add any additional or different covenants, conditions and restrictions which may be desirable or necessary after taking into account the different character of the Annexed Property.

5. Nothing contained herein shall be construed to limit the right of Declarant to add any other portion of the Additional Property to the Development by filing one or more additional Supplemental Declarations.

6. Except as expressly set forth in this Second Supplemental Declaration, all terms, covenants, conditions and restrictions contained in the Declaration shall remain unchanged and shall apply as fully to the Annexed Property as though they were set forth herein.

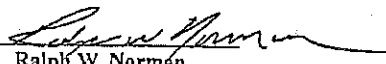
IN WITNESS WHEREOF, Laurel Creek LLC has executed this Second Supplemental Declaration of Covenants, Conditions and Restrictions for Laurel Creek as of the date first above written.

Signed, sealed and delivered in the Presence of

Declarant:

Laurel Creek LLC

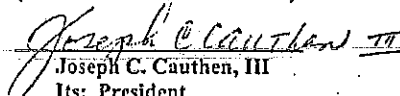
By: First Land Company,
a South Carolina corporation
(Member of Laurel Creek LLC)


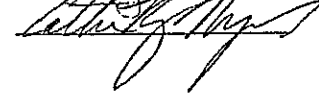
By: 
Ralph W. Norman
Its: President

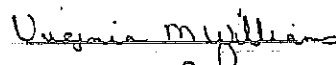
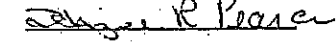
By: Twin Lakes Development
Partners, L.P.
a South Carolina limited partnership

By: Twin Lakes Investment Partners, L.P.
a South Carolina limited partnership,
as the general partner of
Twin Lakes Development Partners

By: JCC Twin Realty Corp.,
a South Carolina corporation,
as the general partner of
Twin Lakes Development Partners, L.P.
(Member of Laurel Creek LLC)

By: 
Joseph C. Cauthen, III
Its: President

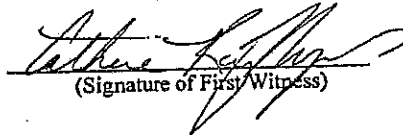



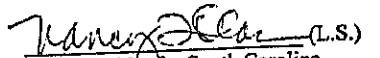



STATE OF SOUTH CAROLINA
COUNTY OF YORK

PERSONALLY APPEARED before me the above-named witness who makes oath that s/he saw the within named Laurel Creek LLC by and through Ralph W. Norman, President of First Land Company, as a member of Laurel Creek LLC, sign, seal and deliver the within written Second Supplemental Declaration of Covenants, Conditions and Restrictions for Laurel Creek and that s/he with the other witness who signed above witnessed the execution thereof.

Sworn to before me this 6th
day of January, 2009.


(Signature of First Witness)


Notary Public for South Carolina
My Commission expires: 2-16-09

STATE OF Florida

COUNTY OF Alachua

PERSONALLY APPEARED before me the above named witness who makes oath that s/he saw the within named Laurel Creek LLC, by and through its Member, Twin Lakes Development Partners, L.P., by its general partner, Twin Lakes Investment Partners, L.P., by its general partner, JCC Twin Realty Corp., by its President, Joseph C. Cauthen III, sign, seal and deliver the within Second Supplemental Declaration of Covenants, Conditions and Restrictions for Laurel Creek, and that s/he with the other witness who signed above witnessed the execution thereof.

Sworn to before me this 29
day of December, 99.

Virginia Mullins
(Signature of First Witness)

Hazel R. Pearce (L.S.)

Notary Public for _____

My Commission expires: _____



HAZEL R. PEARCE
COMMISSION # CC 702248
EXPIRES DEC 15, 2001
BONDED THRU
ATLANTIC BONDING CO., INC

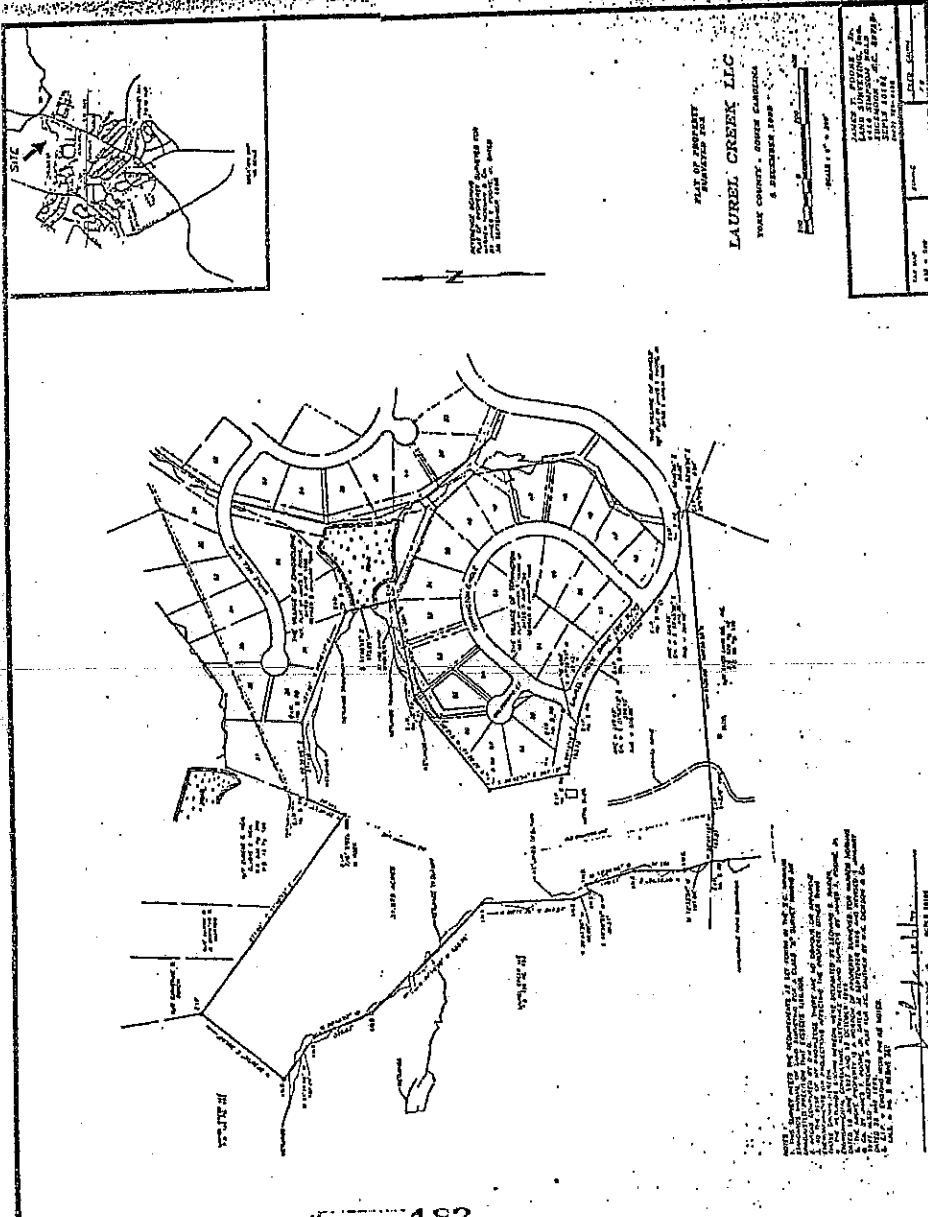
Exhibit A
Legal Description of Annexed Property

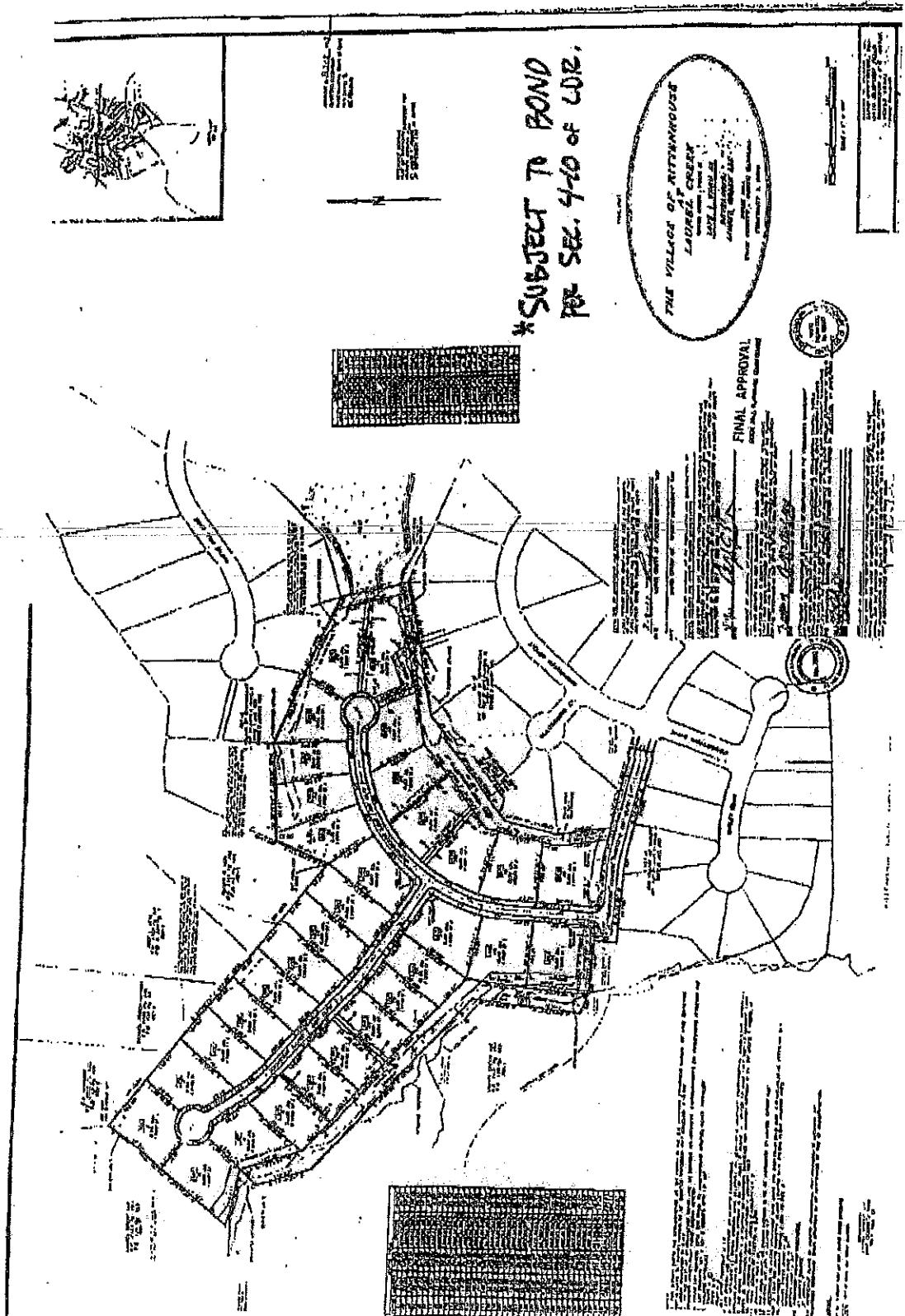
All that certain piece, parcel or tract of land consisting of approximately 31.975 acres, more or less, situate, lying and being in York County, South Carolina, as shown on that certain plat of survey entitled "Plat of Property Surveyed for Laurel Creek LLC, York County, South Carolina," prepared by James T. Poore, Jr., SCPLS No. 15191, dated December 6, 1999, and more particularly described according to said plat as follows: BEGINNING at an existing No. 5 rebar located at the common corner of the within property and property (now or formerly) of Laurel Creek LLC (P.B. 126, PG. 193); thence running with the line of property of Laurel Creek LLC (P.B. 126, PG. 193), the following ten (10) courses and distances: (1) N 15-33-24 W, 101.64 feet to a No. 5 rebar set; (2) N 01-21-15 E, 191.14 feet to a No. 5 rebar set; (3) N 13-20-44 W, 179.47 feet; (4) S 69-56-31 W, 30.31 feet to a No. 5 rebar set; (5) N 20-03-29 W, 60.00 feet to a No. 5 rebar set; (6) N 00-14-35 W, 341.97 feet to a No. 5 rebar set; (7) N 44-16-28 W, 533.76 feet to a No. 5 rebar set; (8) N 20-48-07 W, 220.93 feet to a No. 5 rebar set; (9) N 51-39-58 W, 182.24 feet; and (10) N 38-20-02 E, 386.65 feet to an existing iron pin located at the common corner of the within property and property (now or formerly) of Catherine W. Roach; thence turning and running with the line of property of Roach, and the line of property (now or formerly) of Harry R. & Dorothy R. Morton, and the line of property (now or formerly) of Eugene C. Neal and Gladys G. Neal (R.B. 536, PG. 300; P.B. 13, PG. 106), S 51-40-15 E, 871.06 feet to an existing 7/8" steel rod on the line of property (now or formerly) of Neal; thence turning and running with the line of property of Neal, N 22-40-53 E, 149.02 feet to an existing No. 5 rebar on the line of property shown and designated on said plat as "The Village of Chadbourne;" thence turning and running on the line of said property, the following three (3) courses and distances: (1) N 86-36-09 E, 274.06 feet to an existing No. 5 rebar; (2) S 66-08-12 E, 427.39 feet to an existing No. 5 rebar; and (3) S 11-45-05 E, 175.89 feet to an existing No. 5 rebar located on the line of property shown and designated on said plat as "The Village of Torrington;" thence turning and running along the line of said property, the following seven (7) courses and distances: (1) S 80-04-39 W, 364.76 feet to an existing No. 5 rebar; (2) S 52-33-12 W, 412.80 feet to an existing No. 5 rebar; (3) S 08-43-54 E, 297.12 feet to an existing No. 5 rebar; (4) S 77-16-16 E, 183.13 feet to an existing No. 5 rebar on the southern margin of Laurel Creek Drive (60' R/W); (5) with the southern margin of Laurel Creek Drive (60' R/W), along a curve in a clockwise curving direction having an arc of 277.43 feet, a radius of 520.00 feet, a chord bearing of S 61-59-13 E, and a chord distance of 274.15 feet to an existing No. 5 rebar; (6) with the southern margin of Laurel Creek Drive, S 46-42-11 E, 244.90 feet to an existing No. 5 rebar; and (7) with the southern margin of Laurel Creek Drive, along a curve in a counterclockwise curving direction having an arc of 358.53 feet, a radius of 380.00 feet, a chord bearing of S 73-43-58 E, and a chord distance of 345.38 feet to an existing No. 5 rebar located on the line of property shown and designated on said plat as "The Village of Blakely;" thence turning and running along the line of said property, the following two (2) courses and distances: (1) S 10-45-44 E, 28.22 feet to an existing No. 5 rebar; and (2) S. 03-00-04 E, 9.94 feet to an existing 3/4" pipe located on the line of property (now or formerly) of First Land Co., Inc. (D.B.

929, PG. 42; P.E. 85, PG. 119); thence turning and running along the line of said property for the following two (2) courses and distances: (1) S 86-59-55 W, 1100.80 feet to an existing 1 3/8" pipe; and (2) N 86-41-18 W, 167.07 feet to the point of BEGINNING.

Exhibit B

Reduced Plat of Annexed Property





***SUBJECT TO BOND
PER SEC. 4-10 of CDR.**

THE VILLAGE OF RITTENHOUSE
 LIBERTY CREEK
 LINDSEY CREEK
 LINDSEY CREEK
 LINDSEY CREEK
 LINDSEY CREEK

FINAL APPROVAL



Final Approval
 [Signature]
 [Title]
 [Date]

[Additional text and notes related to the final approval, including dates and signatures.]