

PROTECTIVE COVENANTS OF BRIDLE CREEK

WITNESSETH:

ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in Aiken County, South Carolina, being shown and designated as Bridle Creek Phase 1 (consisting of Lots 1-16, Block A, Lots 1-24, Block B and Lots 1-6, Block C, Parcel A Equestrian Common Area, Pond Area A, Pond Area B, and all rights of way, future roads, ponds and temporary turnarounds and islands and horse riding trails) as shown on a plat of Bridle Creek Phase 1, Sheets 1-5 prepared by C. Ashley Abel & Associates for Bridle Creek LLC et al. dated September 20, 2007 and recorded November 20, 2007 in Plat Book 53, Pages 319 - 323, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

WHEREAS, the Developer desires to develop on said property a residential equestrian community to be known as Bridle Creek and hereinafter referred to as "Bridle Creek" and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Bridle Creek; and

WHEREAS, the Developer has caused the Association to be incorporated under the laws of the State of South Carolina for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereinafter purchase a lot in Bridle Creek, that certain protective covenants governing and regulating the use and occupancy of the same and certain easements, reservations and servitudes be improved upon said property, and the same be established, set forth and declared to be covenants running with the land; and

NOW, THEREFORE, for and in consideration of the premises, and the benefits to be derived by the Developer and the Association and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the said lots and to all persons owning said lots, or any of them hereafter:

ARTICLE I
RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Altering Lot Boundaries

No lot shall be subdivided, nor its boundary lines changed, nor shall application for same be made to the applicable governmental entity, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself and its successors, assigns, as the case may be, the right to re-plat and change the boundary lines or subdivide any lot or lots owned by it in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-plated lot(s) suitable and fit as building site(s), including, but not limited to, the relocation of easements, walkways, rights of way, private roads and other amenities to conform to the new boundaries of said re-plated lots. The provisions of this paragraph shall not prohibit an owner from combining two (2) or more contiguous lots owned by said owner into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

2. Location of Building on Lot

It is the intention of the Developer that the ARB allow the construction of structures to be erected on any lot in Bridle Creek in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Bridle Creek. The setbacks of lots are more particularly set forth in the Building and Neighborhood Criteria promulgated by the Developer. If any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 1 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

3. Construction Order of Improvements

It is not necessary that a main dwelling be built on a lot. It shall be permissible to construct a barn (with or without an apartment) and/or separate guest quarters on any lot without construction of a main dwelling.



4. Zoning Restrictions

Zoning ordinances, restrictions and regulation of the applicable governmental entities applicable to the subject property shall be observed and in the event of any conflict between any provision of these Declarations and such ordinance, restrictions or regulations, the more restrictive provision shall apply.

5. Wetlands

Some portions of some lots in Bridle Creek are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. All owners of lots within Bridle Creek shall comply with all such laws, rules and regulations governing their lot(s), including construction of improvements thereon.

ARTICLE II
ARCHITECTURAL REVIEW BOARD

1. Submission of Plans, etc.

An Architectural Review Board, hereinafter called the "ARB", has been duly set up to exercise such jurisdiction and functions with respect to all lots in Bridle Creek as may be delegated to it under the charter and by-laws of the Association and as may now or hereafter by amendment be additionally bestowed upon it by terms hereunder. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ARB, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in art, or require the modification of the same as it may, in its discretion deem proper as more particularly set forth in the Building and Neighborhood Guidelines promulgated by the Developer. No construction, landscaping, or erection of any improvements of any kind may be undertaken without its prior written approval. The ARB shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. Neither the ARB nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications. In addition, approval by the ARB does not provide any guarantee that said plans will be approved by the applicable building department nor does it act as a waiver for such approval. In so passing upon building plans, specifications, site plans or grading plans, the ARB shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with its surroundings and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbeque pits, detached garages, storage sheds, barns, guest cottages and other

accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main dwelling. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor so licensed by the State of South Carolina.

2. Preservation of Trees and Vegetations

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Bridle Creek, no tree more than eight (8) inches in diameter at its base may be removed from a lot at any time without the prior written approval of the ARB. In order to obtain approval for the clearing of a building site, the owner must stake on the lot the proposed location of the planned improvements and mark all trees to be removed for inspection by the ARB. The preliminary stakeout must be updated to reflect any proposed changes in the location of improvements, driveways or any additional trees to be removed. In addition, no clearing is permitted in any area labeled a "Landscape Buffer" as shown on any recorded subdivision plat of Bridle Creek.

With prior written approval of the ARB, the existing trees and vegetations may be trimmed a minimum amount to allow views from the home. Clear cutting for a view is not allowed and the subtle beauty of a view through the trees is encouraged. All existing tree lines along creeks and streams and any wetlands therein must be maintained as may be required by applicable governmental rules, regulations and ordinances. All trees and vegetation to be trimmed must be clearly marked in order to obtain approval for the ARB.

3. Membership in the Architectural Control Committee

Membership in the ARB shall be solely by appointment of the Developer until all Class B memberships have been converted to Class A memberships (as hereinafter defined) unless said Developer shall in his sole discretion earlier assign his rights of appointment to the Association. Thereafter, the Developer shall assign right of appointment to the ARB to the Association.

The initial Architectural Control Committee is composed of three (3) members, namely, Bill Boatman, Jerry Davidian and Dineen Daniels. A majority of the committee members may designate a representative to act on behalf of the ARB.

ARTICLE III
LAND USE RESTRICTIONS

1. Animals

Horses, stable pets and household pets shall be permitted within the subdivision provided that the number of each is limited so as not to constitute a nuisance to other residents of the subdivision. For purposes hereof, stable pets are defined as goats, chickens, mules, donkeys and pot-belly pigs. No more than one stable pet per whole acre is permitted on a lot; provided, however, that the Developer may issue a variance from this number on a temporary basis (which shall be defined as a period not to exceed twelve [12] weeks per calendar year). Commercial equestrian activities, including, but not limited to, boarding, breeding, training and sales, are permitted provided that the same do not constitute a nuisance to other residents of the subdivision. Commercial kennels for boarding, breeding, training and sales of canines or other animals (excluding horses) are prohibited. No ovine, bovine, pigs, chickens, fowl or bait farms shall be allowed or permitted on any lot or tract. Stables and pastures shall be maintained in a sanitary manner and all pastures and paddocks must be kept in grass and must be regularly mowed and free of manure accumulation. All manure must be removed from each lot no less frequently than on a weekly basis. In no event may manure be spread or burned on a lot. Additional animals may only be maintained within the subdivision if approved in writing by the Association.

No vicious or dangerous animals may be kept on any lot or tract. All dogs and other animals must be fenced or otherwise contained on their owner's property. The term "vicious" shall mean any animal: (i) with a propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of human beings or domestic animals; (ii) that attacks a human being or domestic animals without provocation; (iii) that is owned or harbored primarily or in part for the purpose of fighting or that is trained for fighting; (iv) whose behavior or temperament constitutes a risk of injury to a person or another animal; or (v) that evidences an abnormal inclination to attack persons or other animals. In the event of any dispute as to what constitutes a "vicious" animal, the Association's determination shall be final and binding.

2. Vegetable Gardens

Vegetable gardens are permitted provided that they are screened from view from streets and adjacent lots.

3. Screened Areas for Unsightly Items

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, dog pens and other unsightly objects may be maintained except in service areas that conceal them from view

from streets and adjacent lots. Plans for such service areas delineating the design, size, appearance and location must be approved by the ARB prior to their construction. Service areas of individual homes must be carefully planned to screen from view the aforesaid items, as well as any other mechanical equipment or items of storage servicing a lot.

Television, radio and CB antennas are not permitted in Bridle Creek. Satellite television reception dishes that do not exceed eighteen (18) inches in diameter are permitted provided that they are reasonably screened from the view from the road and adjacent lots. The installation and location of any satellite reception dishes must be approved by the ARB prior to their erection.

4. No Dumping or Rubbish

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such waste shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his/her lot that tend substantially to detract from the beauty of the subject land as a whole or his/her lot in particular. No outside burning of trash, manure, garbage or other refuse shall be permitted on any lot.

5. Trucks, Trailers, Mobile Homes

No parking of trucks or trailers shall be permitted on the streets of Bridle Creek at any time. Further, no mobile homes or manufactured homes are permitted within Bridle Creek at any time. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stored or parked in the rear yard so that they are not visible from any street.

6. Hobbies

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices which might lead to disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street without the prior written approval of the ARB. As Bridle Creek is an equestrian area, horses and equipment related to equestrian activities are permitted. No firearms may be discharged within Bridle Creek.

7. Noxious or Offensive Activity

No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Bridle Creek residents and lot owners. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of Bridle Creek by other residents and lot owners.

8. Signage

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Bridle Creek by anyone including, but not limited to, an owner or realtor, a contractor or subcontractor, except with the written permission of the ARB or except as may be required by legal proceedings. If such permission is granted, the ARB reserves the right to restrict design, color and content of such sign. One (1) sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible and one (1) "For Sale" realtor sign may be erected without the permission of the ARB.

9. No Interference with Streams or Ponds

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ARB, as well as any applicable governmental entity having jurisdiction over the same. In addition, no one shall permit any condition to exist on their lot that results in any silt, sediment, animal byproducts or other materials running from said lot into any stream or pond and in the event that such a condition exists, said lot owner shall be responsible for promptly remedying the same.

10. Maintenance of Lots

All lots, including vacant lots, must be maintained in a clean and first class condition, including mowing all grass, controlling the weeds and keeping the same free from any trash, debris or accumulation of other items on said lot. In the event that an owner does not maintain said owner's lot(s) in such first class condition, the Association shall be entitled to perform the necessary work to said lot to bring it up to an acceptable condition in the Association's sole discretion and any costs so incurred by the Association shall be treated as assessments in accordance with Article VI.

ARTICLE IV
RESERVATIONS OF EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the front and rear ten (10) feet of each lot and over five (5) feet from each side lot line, and over all areas designated as easements upon the aforesaid plat of Bridle Creek; provided, that in the event of re-subdivision of any of the said lots under the provision of Paragraph 1 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

ARTICLE V
MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership

All owners of a single-family residential building lot or lots in Bridle Creek thereby become members of the Association for so long as such ownership continues; provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another.

The Developer shall be a member of the Association so long as he is an owner of one or more residential lots as shown on the aforesaid plat, or of any additional property made subject to these Declarations under Article IX hereof.

Members of the Association shall consist of two classes: Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association and as hereinafter set forth, to-wit:

- A. Class A members for the owners of the Lots in Bridle Creek shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in Bridle Creek, or in additional real estate made subject to these Declarations pursuant to Article IX hereof.

- B. Class B members shall consist of all other owners of residential lots in Bridle Creek other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots as shown on the aforementioned plat (or such earlier time as may be determined by the Developer), at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot, each such lot shall thereafter be subject to separate dues and voting rights. A corporation owning one or more lots in Bridle Creek shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

2. Membership Use of Amenities

All non-members must be accompanied by a member at all times when using the amenities within Bridle Creek. In no event may non-members unreasonably interfere with a member's use and enjoyment of the amenities of Bridle Creek, whether due to the conduct of said non-member(s) or the number of non-member(s) attempting to use said amenities. In the event of a breach of this provision, said non-members may be banned from further use of said amenities. In addition, said amenities shall be governed by such additional rules and regulations as may be promulgated by the Association from time-to-time and either posted at the site of the amenities or distributed to members and said rules and regulations shall be deemed to be incorporated herein and given the same force and effect if written herein.

3. Duties of the Association

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances to and medians, street islands, lighting, signage and recreational amenities of Bridle Creek as well as the common areas, easements and green spaces shown on the plat thereof. The Association shall also maintain insurance coverage and security services as are deemed reasonably necessary by the Association. The Association also has the additional duty of requiring all lot owners to maintain their property in accordance with the standard set forth herein.

4. Developer Rights with Respect to Amenities

Developer reserves the right for so long as Developer owns the common areas and green space in Bridle Creek to make such changes, additions or deletions to the amenities within Bridle Creek as Developer deems prudent in Developer's sole discretion. Developer makes no representations of any kind as to the kind or type of amenities to be constructed within Bridle Creek, nor as to the completion date of any such amenities.

ARTICLE VI
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a lot in Bridle Creek shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any lot in Bridle Creek, including any additional area or areas added in the future, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges to the Association for such lots or area.

Each lot as shown on any subdivision plat Bridle Creek shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due.

2. Amount of the Assessment

The fiscal year of the Association shall be the calendar year. Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association provided, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed at \$1,000.00 dollars per lot per year, subject to be changed by majority vote at the annual meeting of the Association. Also, special assessments may be imposed by a majority vote at annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on the first day of January of each year, beginning January 2008. The annual assessment shall be prorated at the first closing of any lot from Developer to a third party. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessments

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- A. Maintenance of entrance sites, entrance ways, medians, common areas, drainage retention basins and green space of Bridle Creek;
- B. Maintenance of the riding trails and common recreation areas associated with the subdivision;
- C. Maintenance of street lights and associated utilities, including charges for electric service;
- D. For such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- E. Obtaining and maintaining insurance for such purposes and in such amounts as the Board of Directors shall deem reasonably necessary; and
- F. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Working Capital Contribution

Upon the sale of any lot by the Developer, said purchaser shall pay to the Association the sum of \$1,500.00 as a working capital and road maintenance contribution to the Association. Said working capital contribution shall be held in a separate account by the Association and shall be used by the Association to meet unforeseen expenditures or to acquire additional equipment, services or improvements for the benefit of the members and for maintenance of the road within Bridle Creek.

5. Priority of Liens

All sums assessed hereunder but unpaid shall constitute a lien on the lot for which said assessments are due from the time that such assessments are assessed and shall be prior to all other liens except duly executed mortgages that are recorded prior to the assessments becoming delinquent.

ARTICLE VII
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

In the event of a violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in Bridle Creek or the

Association or the ARB or any of them jointly or severally shall have the right to proceed at law or in equity to compel the compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ARB have the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exist and summarily abate or remove the same at the expense of the owner, if after twenty (20) days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement; provided, however, that no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

All assessments, together with fines, interest, costs, reasonable attorneys' fees and other charges, shall be a charge on the lot and shall be a continuing lien upon the lot until each such Assessment is paid. In the event that any assessments become delinquent, the Association may foreclose said assessment lien as provided by applicable law.

In the event the Developer, the Association, the ARB or the owners of any lot or lots in Bridle Creek shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and cost of such actions in an amount to be determined by the court of competent jurisdiction hearing same.

ARTICLE VIII COMMON EASEMENTS

Each and every owner of a lot or lots in Bridle Creek is hereby granted a non-exclusive easement for the use of the streets and ways in Bridle Creek for purposes of ingress and egress, for themselves and their invitees, as the same are shown on the aforementioned plat of said subdivision, such easement to remain effective only until such time as such streets and ways are dedicated to the appropriate governmental entity, at which time such easement shall expire without further action.

In addition, there are hereby established equestrian easements over land owned by the Developer and/or the Association, as designated on any subdivision plat of Bridle Creek for the use and enjoyment of all lot owners in the subdivision. Further, equestrian easements are hereby reserved in the unpaved areas of the road rights of way designated on the plat from the edge of the pavement to the exterior edge of the right of way, as necessary to connect designated riding trails. No one is entitled to erect any improvements or allow any obstructions within these easement areas. Only equestrians and pedestrians shall be permitted on the equestrian easements. Pedestrians shall yield the right of way to horses at all times on said easements. No bicycles or motorized vehicles shall be permitted on said easements, except that motorized vehicles may be

permitted on said easements solely for maintenance purposes and in the event of an emergency. In addition, all lot owners in the subdivision are permitted to ride on contiguous property owned by the Developer and/or its affiliate, Hidden Creek Equestrian, LLC. Until such time as such contiguous property is subdivided (as evidenced by recordation of a subdivision plat), such lot owners are permitted to ride freely over the contiguous property over any historically established trails or cleared areas, provided that they use reasonable care not to disturb any environmentally sensitive areas. Once such property is subdivided, said easement rights shall be limited only to those areas so designated for equestrian use on any recorded subdivision plat.

Each owner shall be responsible for any and all damage to roads, curbs, gates, utilities, common areas and riding trails caused by the negligent or willful acts or omissions of such owner, its agents, guests, employees, or invitees. All damage shall be promptly corrected by said owner or, in the event that it is not promptly corrected, the Association may undertake such repairs and bill the responsible owner as an additional assessment (including the rights of collection as set forth herein).

The Developer shall convey title to the common areas, riding trails and green spaces of Bridle Creek to the Association at such time as it, in its sole discretion, deems proper but not later than such time as ninety-five (95%) percent of the lots located in Bridle Creek shall have been conveyed by Developer. In addition, Developer retains the right to dedicate the streets within Bridle Creek to the applicable governmental entity at any time that Developer deems appropriate. Developer further reserves the right to place a conservation easement on any or all of the common areas and green space within Bridle Creek provided that said easement does not interfere with the members use and enjoyment of the common areas and green space.

ARTICLE IX ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Additional Property

Additional contiguous real estate which the Developer may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer, at the sole option of the Developer extending the terms of these Declarations to such other property, and the same shall be effective upon the filing of same for record in the Office of Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Bridle Creek.

2. Right to Extent Street, etc.

The Developer reserves for himself, his successor, assigns and heirs as the case may be, the right to extend the street, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth, and further reserves the right to cause water, whether surface or otherwise, and whether concentrated and collected or not to flow into the easements as shown on the aforementioned plat from said additional real estate.

ARTICLE X
SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of these Declarations and agreement by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provision, which shall remain in force and effect.

ARTICLE XI
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2018, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declaration shall be placed on record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina, in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes and easement may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article IX of these declarations, the Developer as well as his successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant

exception to these Declarations and to waive, repeal or vary these Declarations in anyone or more respect whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Bridle Creek as a residential and equestrian area and would not result in any restrictions or setbacks being more restrictive or any easements being increased on a particular lot without the prior consent of the affected lot owner.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents

Signed, Sealed and Delivered
in the Presence of:

Angela M. A.
Witness

BRIDLE CREEK OF AIKEN, LLC

By: Dineen Daniels (LS)
Dineen Daniels, Manager

By: Larry S. Prather, Sr. (LS)
Larry S. Prather, Sr., Manager

BRIDLE CREEK, LLC

By: CSRA Blue Sky, LLC, Manager

By: William G. Boatman (LS)
William G. Boatman, Manager

Crystal Brown
Notary Public

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

Angela M. A.
Witness

Crystal Brown
Notary Public

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

BRIDLE CREEK PROPERTY OWNERS
ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President

[CORPORATE SEAL]

The undersigned as an owner of property to be encumbered by these Protective Covenants hereby signs below to signify its consent to the same.

Signed, Sealed and Delivered
in the Presence of:

Angela McLean
Witness

Crystal Brown
Notary Public

Signed, Sealed and Delivered
in the Presence of:

Angela McLean
Witness

Crystal Brown
Notary Public

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

BC PARTNERS, LLC

By: Dineen Daniels
Name: Dineen M. Daniels
Title: manager

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

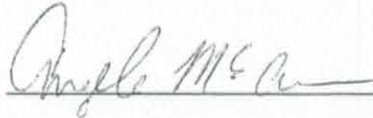
HIDDEN CREEK EQUESTRIAN, LLC

By: Dineen Daniels
Name: Dineen M. Daniels
Title: manager

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Bridle Creek of Aiken, LLC by its duly authorized representatives, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15
day of November, 2007.



Crystal Brown
Notary Public for South Carolina
My Commission Expires:

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Bridle Creek Property Owners Association, Inc., by its duly authorized officer, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15
day of November, 2007.



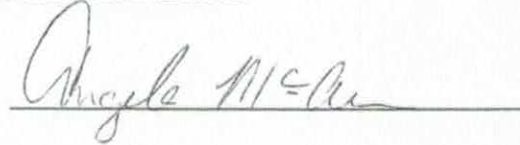
Crystal Brown
Notary Public for South Carolina
My Commission Expires:

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named BC Partners, LLC by its duly authorized representative, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15
day of November, 2007.




Crystal Brown
Notary Public for South Carolina
My Commission Expires:

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Hidden Creek Equestrian, LLC by its duly authorized representative, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 15
day of November, 2007.



Crystal Brown
Notary Public for South Carolina
My Commission Expires:

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

2007038095
RESTRICTIVE COVENANTS
RECORDING FEES \$24.00
PRESENTED & RECORDED:
11-20-2007 08:30 AM
JUDITH WARNER
REGISTER OF MESSE CONVEYANCE
AIKEN COUNTY, SC
By: JULIE STUTTS DEPUTY
BK:RB 4173
PG:2089-2106

Amendment #1

AIKEN COUNTY ASSESSOR
Tax Map:
175-00-17-003 PORTION

AIKEN COUNTY GIS
Tax Map:
175-00-01-001

2010007429

DEED
RECORDING FEES \$11.00
STATE TAX \$0.00
COUNTY TAX \$0.00
PRESENTED & RECORDED:

03-31-2010 04:15 PM

JUDITH WARNER
REGISTER OF MINE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4301

PG: 2257 - 2261

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) QUITCLAIM DEED
(Title Not Examined)

KNOW ALL MEN BY THESE PRESENTS:

That BRIDLE CREEK OF AIKEN, LLC (hereinafter called "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid at and before the sealing of these presents by HIDDEN CREEK EQUESTRIAN, LLC (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has remised, released and forever quitclaimed and does remise, release and forever quit-claim unto Grantee, its successors and assigns, all of its right, title and interest in and to the following described properties to wit:

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Parcel B. containing 0.14 acres on that certain plat prepared for Margaret M. & Kenneth E. Porter by C. Ashley Abel & Associates dated February 8, 2010 and recorded simultaneously herewith in Plat Book 55, Page 206, Aiken County Records. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed from Hidden Creek Equestrian, LLC to Bridle Creek of Aiken, LLC by deed dated May 14, 2007 and recorded June 1, 2007 in Record Book 4140, Page 1248, Aiken County Records and by deed dated December 31, 2007 and recorded January 15, 2008 in Record Book 4182, Page 1588, Aiken County Records.

Tax Parcel No. 175-00-17-003 (Portion)

Grantee's Address: 3519 Wheeler Road
Augusta, Georgia 30909

SUBJECT to all covenants, conditions and restrictions of record.

POOR ORIGINAL

The premises are granted together with all the rights, members, hereditaments and appurtenances belonging or in any wise incident or appertaining to them.

TO HAVE AND TO HOLD, the premises to Grantee, its successors and assigns forever; so that neither Grantor nor Grantor's successors and assigns, nor any other person or persons, claiming under it or them, shall at any time, by any ways or means have, claim or demand any right or title to the above mentioned premises or appurtenances, or any part or parcel of them, forever.

WITNESS the Hand and Seal of the Grantor this 31 day of March, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

Dolly W. Swilley
Notary Public

BRIDLE CREEK OF AIKEN, LLC

By: [Signature] (LS)
Name: Louise G. Bastian
Manager



POOR ORIGINAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
30th day of March, 2010.

Dolly W. Swilley
Notary Public for Richmond Co.
My Commission Expires: 6-23-12

Jennifer Samuelson
Witness

After Recording Return to Smith, Massey, Brodie, Gynn & Mayes



POOR ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information of this affidavit and I understand such information.
2. The property being transferred is located in Aiken County, bearing Aiken County Tax Map Number (175-00-17-003) and was transferred by (Bridle Creek of Aiken, LLC) to (Hidden Creek Equestrian, LLC) on the (31) day of (March) 2010.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because (See Information section of affidavit):
#1
(If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value or the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: \$ _____
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Attorney _____
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
31 day of March, 2010.

Crystal Brown
Notary Public
My Commission Expires:


Responsible Person Connected with the Transaction

Mary O. Gwynn
Print or Type Name Here

CRYSTAL BROWN
Notary Public
State of South Carolina
Commission Expires June 28, 2015

INFORMATION:

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any rights. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

EXCEPTED FROM THE FEE ARE DEEDS:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty for a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from constituent partnership to the continuing or new partnership;
12. that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid to or is to be paid under the corrective or quitclaim deed; and,
13. transferring realty subject to a mortgage whether by a deed in lieu or foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

Amendment #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) SUPPLEMENTAL DECLARATION
) PROTECTIVE COVENANTS OF
) BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 31st day of March, 2010 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

2010007835
AMENDED COVENANTS
RECORDING FEES \$13.00
PRESENTED & RECORDED:
04-06-2010 08:30 AM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4302
PG: 1164 - 1170

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

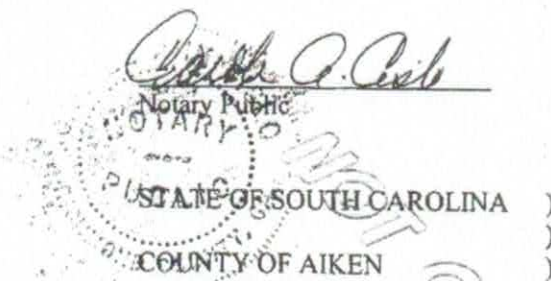
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

BRIDLE CREEK OF AIKEN, LLC

By: CSRA Blue Sky, LLC, Manager

By: William G. Boatman (LS)
William G. Boatman,
Managing Member



PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.



SWORN to before me this
28 day of March, 2010.
Notary Public for Georgia
My Commission Expires: 7-27-2013

Jennifer Samuelson
Witness

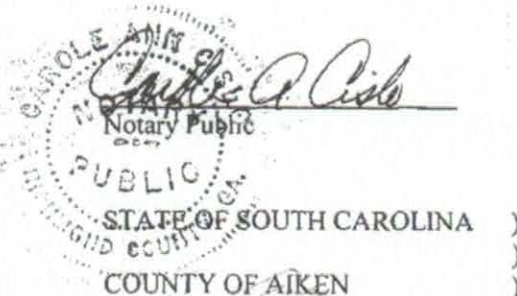
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: William G. Boatman (LS)
William G. Boatman, Managing Mbr



PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.



Jennifer Samuelson
Witness

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness



HIDDEN CREEK EQUESTRIAN,
LLC

By: Larry S. Prather, Sr. (S)
Larry S. Prather, Sr., Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.



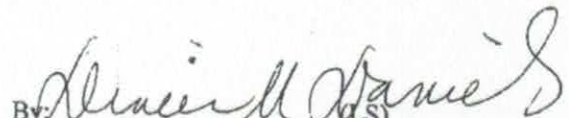
Jennifer Samuelson
Witness

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


Witness

HIDDEN CREEK EQUESTRIAN,
LLC



Notary Public

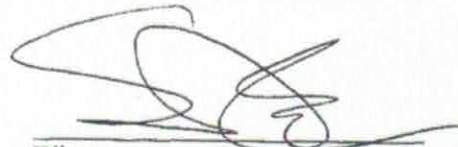
By:  (d.s.)
Dineen M. Daniels, Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
31 day of March, 2010.


Notary Public for _____
My Commission Expires: _____


Witness



OFFICIAL SEAL
MARY O. GUYN
NOTARY PUBLIC-STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES NOV. 21, 2011

EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 28.00 net acres on a plat prepared for Carolina Classic Farm, LLC by C. Ashley Abel dated March 9, 2010 and recorded 4-6, 2010 in Plat Book 55, Page 220, Aiken County Records. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. 158-12-04-001 (Portion)

NOT
OFFICIAL

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

Charles P. Aik
Notary Public

NOTARY PUBLIC
STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President

[Corporate Seal]

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Corporation by its duly authorized president, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
22nd day of March, 2010.

Charles P. Aik
Notary Public for
My Commission Expires: 01-22-2013

Jennifer Samuelson
Witness

Amendment #3

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) SUPPLEMENTAL DECLARATION
) PROTECTIVE COVENANTS OF
) BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 29th day of October, 2010 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

2010025067

RESTRICTIVE COVENANTS
RECORDING FEES

\$12.00

PRESENTED & RECORDED:

11-02-2010 08:30 AM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC

By: MARILYN SEIGLER DEPUTY

BK:RB 4331

PG:1724-1729

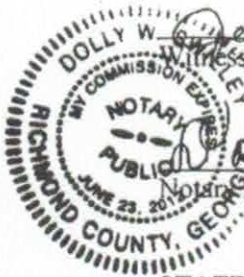
IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BRIDLE CREEK OF AIKEN, LLC

By: CSRA Blue Sky, LLC, Manager

By: [Signature] (LS)
William G. Boatman,
Managing Member



STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
27 day of October, 2010.

Dolly W. Swilley
Notary Public for Richmond Co. Ga.
My Commission Expires: 6-23-12

[Signature]
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President



Dolly W. Swilley
Notary Public

[Corporate Seal]

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Corporation by its duly authorized president, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
22nd day of October, 2010.

Dolly W. Swilley
Notary Public for Richmond Co, Ga
My Commission Expires: 6-23-12

Jennifer Samuelson
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: Linda (LS)
William G. Boatman, Managing Mbr



Dolly W. Swilley
Notary Public
STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
27th day of October, 2010.

Dolly W. Swilley
Notary Public for Richmond Co, Ga
My Commission Expires: 6-23-12

Jennifer Samuelson
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Jennifer Samuelson
Dolly W. Swilley
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

By Larry S. Prather, Sr. (LS)
Larry S. Prather, Sr., Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
27th day of October, 2010.

Dolly W. Swilley
Notary Public for Richmond Co., Ga.
My Commission Expires: 6-23-12

Jennifer Samuelson
Witness



EXHIBIT A

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in Bridle Creek Subdivision, Phase I, Block A in the County of Aiken, State of South Carolina, being shown and designated as 10.22 acres located to the North of Lot 2 on a plat prepared for Michelle (sic) Lehmann by C. Ashley Abel & Associates dated October 19, 2010 and recorded NOV 2, 2010 in Plat Book 55, Page 598, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

The property is a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel Number 158-12-04-001 (Portion)

****LOT 2 AND THE 10.22 ACRES LOCATED TO THE NORTH OF LOT 2 ARE TO BE COMBINED INTO A SINGLE TRACT AS MORE PARTICULARLY SHOWN ON THE PLAT TO BE RECORDED HERewith.**

Amendment #4

2010029964

AMENDED COVENANTS
RECORDING FEES \$12.00
PRESENTED & RECORDED:
12-29-2010 08:30 AM
JUDITH WARNER
REGISTER OF MESSE CONVEYANCE
AIKEN COUNTY, SC
By: MARILYN SEIGLER DEPUTY
BK:RB 4340
PG:1188-1193

STATE OF SOUTH CAROLINA) SUPPLEMENTAL DECLARATION
COUNTY OF AIKEN) PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 22nd day of December, 2010 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

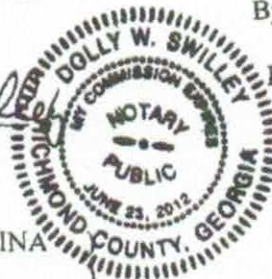
BRIDLE CREEK OF AIKEN, LLC

Jennifer Samuelson
Witness

By: CSRA Blue Sky, LLC, Manager

Dolly W. Swilley
Notary Public

By: William G. Boatman (LS)
Managing Member



STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21st day of December 2010.

Dolly W. Swilley
Notary Public for Georgia
My Commission Expires: 6-23-12

Jennifer Samuelson
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: William G. Boatman (LS)
William G. Boatman, Managing Mbr

Dolly W. Swilley
Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21st day of December, 2010.

Dolly W. Swilley
Notary Public for Georgia
My Commission Expires: June 23-12

Jennifer Samuelson
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

Dolly W. Swilley
Notary Public



HIDDEN CREEK EQUESTRIAN,
LLC

Larry S. Prather, Sr. (LS)
Larry S. Prather, Sr., Managing Mbr

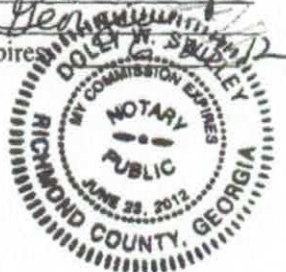
STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21st day of December, 2010.

Dolly W. Swilley
Notary Public for
My Commission Expires



Jennifer Samuelson
Witness

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuelson
Witness

Dolly W. Swilley
Notary Public



BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President

[Corporate Seal]

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Corporation by its duly authorized president, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21st day of December, 2010.

Dolly W. Swilley
Notary Public for
My Commission Expires



Jennifer Samuelson
Witness

EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in Bridle Creek Subdivision in the County of Aiken, State of South Carolina, being shown and designated as 20.72 net acres on a plat prepared for Mohaph Farm LLC by C. Ashley Abel & Associates dated December 8, 2010 and recorded 12-29, 2010 in Plat Book 55, Page 70, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, page 2292, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

NOT OFFICIAL

Amendment #5

2014010743

AMENDED COVENANTS

RECORDING FEES \$13.00

PRESENTED & RECORDED

05-23-2014 02:28 PM

JUDITH WARNER

REGISTER OF MESSE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4506

PG: 2334 - 2340

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SUPPLEMENTAL DECLARATION
PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 21 day of May, 2014 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option; and

WHEREAS, the Covenants further provide that no lot shall be subdivided, nor its boundary lines changed, nor shall application for same be made to the applicable governmental entity, except with the written consent of the Developer; and

WHEREAS, Developer desires to approve future subdivision of certain property.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) The property attached hereto as Exhibit B (which is inclusive of the property set forth on Exhibit A) may be further subdivided into a maximum of five (5) lots without

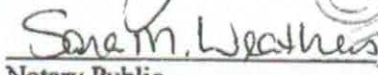
receiving any further or additional approvals from the Developer or the Association provided that all lots so created shall be subject to the Covenants and any future owners of the lots so created shall be members of the Association.

(3) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

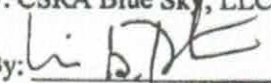
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


Witness


Notary Public

BRIDLE CREEK OF AIKEN, LLC


By: CSRA Blue Sky, LLC, Manager

By:  (LS)
William G. Boatman,
Managing Member

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21 day of May, 2014.


Notary Public for
My Commission Expires: August 27, 2017


Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Sara M. Weathers
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: William G. Boatman (LS)
William G. Boatman, Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21 day of May, 2014.

Sara M. Weathers
Notary Public for
My Commission Expires: August 27, 2017

Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Sara M. Weathers
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

By: Larry S. Prather (LS)
Larry S. Prather, Sr., Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21 day of May, 2014.

Sara M. Weathers
Notary Public for
My Commission Expires: August 27, 2017

Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Sara M. Weathers
Notary Public

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President

[Corporate Seal]

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Corporation by its duly authorized president, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
21 day of May, 2014.

Sara M. Weathers
Notary Public for
My Commission Expires: August 27, 2017

Witness



EXHIBIT A

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 15.01 acres on a plat prepared for Mohaph Farm LLC by Yonce Land Surveying LLC dated April 14, 2014 and recorded May 23, 2014 in Plat Book 57, Page 818, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH a Thirty Foot (30') Easement for Ingress and Egress from Clear Creek Court to the subject property as shown on the aforesaid plat.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

NOT OFFICIAL

EXHIBIT B

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in Aiken County, South Carolina, being shown and designated as Lot 2, Block C, of Bridle Creek Phase 1, as shown on a plat of Bridle Creek Phase 1, prepared by C. Ashley Abel & Associates for Bridle Creek LLC et al. dated September 20, 2007 and recorded in Plat Book 53, Page 322, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING the same property conveyed to Mohaph Farms, LLC by deed of Bridle Creek of Aiken, LLC dated May 19, 2008 and recorded June 4, 2008, in Deed Book 4206, page 1992, Aiken County Records.

TOGETHER WITH ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in Bridle Creek Subdivision in the County of Aiken, State of South Carolina, being shown and designated as 20.72 net acres on a plat prepared for Mohaph Farm LLC by C. Ashley Abel & Associates dated December 8, 2010 and recorded December 29, 2010 in Plat Book 55, Page 720, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH a thirty foot (30') easement for ingress and egress extending from the end of Clear Creek Court across the full length of the southwestern boundary of the aforesaid property as more particularly shown on the plat aforesaid plat.

BEING the property conveyed to Mohaph Farm, LLC by deed of Hidden Creek Equestrian, LLC dated December 21, 2010 and recorded December 29, 2010 in Record Book 4340, Page 1194, Aiken County Records.

Tax Parcel No. 175-00-15-003

TOGETHER WITH ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 15.01 acres on a plat prepared for Mohaph Farm LLC by Yonce Land Surveying LLC dated April 14, 2014 and recorded May 22, 2014 in Plat Book 57, Page 8/8, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH a Thirty Foot (30') Easement for Ingress and Egress from Clark Creek Court to the subject property as shown on the aforesaid plat.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

Amendment #6

2014014915

AMENDED COVENANTS

RECORDING FEES

\$12.00

PRESENTED & RECORDED.

07-17-2014 08:30 AM

JUDITH WARNER

REGISTER OF MESSE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4513

PG: 1795 - 1800

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SUPPLEMENTAL DECLARATION
PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 7th day of July, 2014 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

BRIDLE CREEK OF AIKEN, LLC

[Signature]
Witness
Dolly W. Swilley
Notary Public

By: CSRA Blue Sky, LLC, Manager
(LS)
William G. Boatman,
Managing Member



STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
7th day of July, 2014.

Dolly W. Swilley
Notary Public for Richmond Co.
My Commission Expires: 6-12-16

[Signature]
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness
Jennifer L. Curry
Dolly W. Swilley
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

By: [Signature] (LS)
Larry S. Prather, Sr., Managing Mbr

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Company by its duly authorized manager, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this

7th day of July, 2014.

Dolly W. Swilley
Notary Public for Richmond Co
My Commission Expires: 6/12/16

Jennifer L. Curry
Witness



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness
[Signature]
Dolly W. Swilley
Notary Public

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]
William G. Boatman, President

[Corporate Seal]

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Corporation by its duly authorized president, sign, seal and as its authorized act and deed, deliver the within-written Agreement for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
2nd day of July, 2014.

[Signature]
Dolly W. Swilley
Notary Public for Richmond Co
My Commission Expires: 6/12/16

[Signature]
Witness



EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in Bridle Creek Subdivision in the County of Aiken, State of South Carolina, being shown and designated as Parcel A containing 5.68 acres on a plat prepared for Lu Anne and Owen Paul Honors, Jr. by Yonce Land Surveying, LLC dated June 25, 2014 and recorded July 17, 2014 in Plat Book 57, Page 911, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

Amendment #7

2015012240
RESTRICTIVE COVENANTS
RECORDING FEES \$12.00
PRESENTED & RECORDED
05-28-2015 03:20 PM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4554
PG: 1449 - 1454

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SUPPLEMENTAL DECLARATION
PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 27th day of May, 2015 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

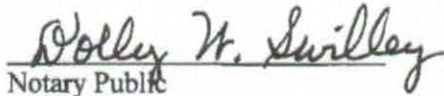
(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

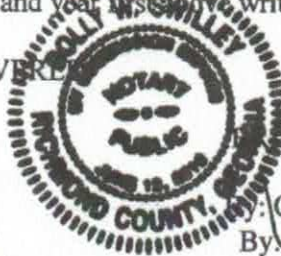
IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF




Witness


Notary Public



BRIDLE CREEK OF AIKEN, LLC

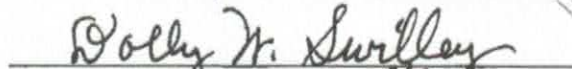
By:  (LS)
William G. Boatman,
Managing Member

STATE OF Ga)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of CSRA Blue Sky, LLC, the Manager of Bridle Creek of Aiken, LLC.

Witness my hand and official seal this the 27th day of May, 2015.


Notary Public for the State of Ga
My Commission Expires: 6/12/16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness



HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: [Signature] (LS)
William G. Boatman, Managing Mbr

STATE OF Ga)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of CSRA Blue Sky, LLC, the Manager of Hidden Creek Equestrian, LLC.

Witness my hand and official seal this the 27th day of May, 2015.

Dolly W. Swilley
Notary Public for the State of Ga
My Commission Expires: 6-12-16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Witness

Dolly W. Swilley
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

By [Signature] (LS)
Larry S. Prather, Sr., Managing Mbr

STATE OF La)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Larry S. Prather, Sr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of Hidden Creek Equestrian, LLC.

Witness my hand and official seal this the 27 day of May, 2015.

Dolly W. Swilley
Notary Public for the State of La
My Commission Expires: 6-12-16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Witness

Dolly W. Swilley
Notary Public

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By:

William G. Boatman
William G. Boatman, President

[Corporate Seal]

STATE OF Ga)

COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek Property Owners Association, Inc.

Witness my hand and official seal this the 27th day of May, 2015.

Dolly W. Swilley
Notary Public for the State of Ga

My Commission Expires: 6-12-16

[NOTARY SEAL]



EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, with any improvements thereon, located on Tallyho Drive (P-1595) in Bridle Creek Subdivision Phase I Block B being shown and designated as Parcel B containing 2.73 acres on a plat prepared for Linda & Lloyd Sullivan by Yonce Land Surveying LLC dated May 21, 2015 and recorded 5-28-, 2015 in Plat Book 58, Page 546 Aiken County Records. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

NOT OFFICIAL

- - - - -

Amendment #8

2015015305

AMENDED COVENANTS

RECORDING FEES \$12.00

PRESENTED & RECORDED:

07-01-2015 11:00 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4559

PG: 2192 - 2197

STATE OF SOUTH CAROLINA)
) SUPPLEMENTAL DECLARATION
) PROTECTIVE COVENANTS OF
COUNTY OF AIKEN) BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 17 day of June, 2015 by BRIDLE CREEK OF AIKEN, LLC and HIDDEN CREEK EQUESTRIAN, LLC, hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Geoff Samuelson
Witness

Dolly W. Smiley
Notary Public

BRIDLE CREEK OF AIKEN, LLC

By: CSRA Blue Sky, LLC, Manager
By: William G. Boatman (LS)
Managing Member

STATE OF Georgia)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of CSRA Blue Sky, LLC, the Manager of Bridle Creek of Aiken, LLC.

Witness my hand and official seal this the 17th day of June, 2015.

Dolly W. Smiley
Notary Public for the State of GA
My Commission Expires: 6-12-16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Hamilton
Witness

Dolly W. Swilley
Notary Public

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: William G. Boatman
William G. Boatman, President

[Corporate Seal]

STATE OF Georgia)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek Property Owners Association, Inc.

Witness my hand and official seal this the 17th day of June, 2015.

Dolly W. Swilley
Notary Public for the State of Ga
My Commission Expires: 6-12-16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Samuck
Witness

HIDDEN CREEK EQUESTRIAN,
LLC

By: CSRA Blue Sky, LLC,
Managing Member

By: [Signature] (LS)
William G. Boatman, Managing Mbr

Dolly W. Swilley
Notary Public

STATE OF Ga
COUNTY OF Richmond

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of CSRA Blue Sky, LLC, the Manager of Hidden Creek Equestrian, LLC.

Witness my hand and official seal this the 17th day of June 2015.

Dolly W. Swilley
Notary Public for the State of Ga
My Commission Expires: 6-12-16

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jennifer Hunter
Witness

Dolly W. Swilley
Notary Public

HIDDEN CREEK EQUESTRIAN,
LLC

Larry S. Prather, Sr. (LS)
Larry S. Prather, Sr., Managing Mbr

STATE OF Georgia)
COUNTY OF Richmond)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Larry S. Prather, Sr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of Hidden Creek Equestrian, LLC.

Witness my hand and official seal this the 17th day of June, 2015.
Dolly W. Swilley
Notary Public for the State of Ga
My Commission Expires: 6-12-16

[NOTARY SEAL]



EXHIBIT A

PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, with any improvements thereon, located on Tallyho Drive (P-1595) in Bridle Creek Subdivision Phase I Block B being shown and designated as Parcel B containing 1.43 acres on a plat prepared for Rachel G. Gill by Yonce Land Surveying LLC dated May 21, 2015 and recorded 7-1, 2015 in Plat Book 58, Page 620, Aiken County Records. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Hidden Creek Equestrian, LLC by deed of Rountree Family Limited Partnership dated March 1, 2006 and recorded March 1, 2006 in Record Book 4048, Page 2292, Aiken County Records.

Tax Parcel No. P/O-175-00-01-001

NOT OFFICIAL

Amendment #9

2015029271

AMENDED COVENANTS
RECORDING FEES \$10.00

PRESENTED & RECORDED:

12-15-2015 09:33 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4583

PG: 623 - 626

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
SUPPLEMENTAL DECLARATION
PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 5th day of December, 2015 by BRIDLE CREEK OF AIKEN, LLC hereinafter collectively referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Wally W. Swilley
Witness
[Signature]
Notary Public

BRIDLE CREEK OF AIKEN, LLC
By: CSRA Blue Sky, LLC, Manager
By: [Signature] (LS)
William G. Boatman,
Managing Member

STATE OF Georgia)
COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Managing Member of CSRA Blue Sky, LLC, the Manager of Bridle Creek of Aiken, LLC.

Witness my hand and official seal this the 8 day of December, 2015.

[Signature]
Notary Public for the State of _____
My Commission Expires: _____

[NOTARY SEAL]



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Dolly W. Swilley
Witness

[Signature]
Notary Public

BRIDLE CREEK PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]
William G. Boatman, President

[Corporate Seal]

STATE OF Georgia)
COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that William G. Boatman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek Property Owners Association, Inc.

Witness my hand and official seal this the 8 day of December, 2015.

[Signature]
Notary Public for the State of _____
My Commission Expires: _____

[NOTARY SEAL]



EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain pieces, parcels or tracts of land, with any improvements thereon, being shown and designated as Lots 1 through 10, inclusive, together with a portion of Parque Lane (designated as "22.5' Asphalt Roadway") and a portion of a "Future Road" being shown and designated as Bridle Creek Phase II on a plat prepared for Bridle Creek of Aiken, LLC & Hidden Creek Equestrian, LLC by Yonce Land Surveying LLC dated October 12, 2015 and recorded in Plat Book 58, Page 931, Aiken County Records. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Bridle Creek of Aiken, LLC by deed of Hidden Creek Equestrian, LLC dated May 14, 2007 and recorded June 1, 2007 in Record Book 4140, Page 1248, Aiken County Records; by deed dated December 31, 2007 and recorded January 15, 2008 in Record Book 4182, Page 1588, Aiken County Records; and by deed dated April 30, 2015 and recorded September 3, 2015 in Record Book 4569, Page 1144, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001
 P/O 175-00-14-001

Assignment and Assumption of Developer Rights

1/11/2017

6
2017000772

ASSIGNMENT OF INTEREST
RECORDING FEES \$12.00
PRESENTED & RECORDED:

01-11-2017 08:30 AM

JUDITH WARNER

REGISTER OF MEBNE CONVEYANCE
AIKEN COUNTY, SC

BY: JENNIFER MATHIS DEPUTY

BK: RB 4643

PG: 964 - 969

ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS (this "Assignment and Assumption") is effective as of January 9, 2017, by and between Bridle Creek of Aiken, LLC ("Assignor") and Bridle Creek at Three Runs, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Real Estate Sales Contract, dated December 20, 2016 (the "Purchase Agreement"), pursuant to which Assignee shall purchase from Assignor such property as described therein;

WHEREAS, Assignor is a party to and defined as the "Developer" under (i) that certain Declaration of Protective Covenants, dated November 15, 2007, by and between Assignor and Bridle Creek Property Owners Association, Inc., a copy of which is attached hereto as Exhibit A (the "Declaration") and (ii) those certain Bylaws of Bridle Creek Property Owners Association, Inc., a copy of which is attached hereto as Exhibit B (the "Bylaws" and, together with the Declaration, as the aforesaid have been amended and/or supplemented the "HOA Documents"); and

WHEREAS, Pursuant to the transaction documented in the Purchase Agreement, Assignor desires to transfer all of its rights and obligations to Assignee under the HOA Documents to take effect on the date of closing under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee and Assignee hereby assumes all of Assignor's right, title, interest, obligations and liabilities as "Developer" under the HOA Documents (the "Developer Rights") arising from and after the date hereof including, but not limited to, the right to appoint the Architectural Review Board, all Class "A" voting rights, the right to grant variances to the HOA Documents and the right to add additional property to the HOA Documents. Assignor further assigns to Assignee and Assignee hereby assumes all of Assignor's right, title, interest, obligations and liabilities in and to Bridle Creek of Aiken Property Owners Association, Inc.

2. Representations and Warranties. Assignor does hereby represent and warrant that the Assignor is the sole entity designated as the "Developer" and is the sole entity that has any Developer Rights pursuant to the terms of the HOA Documents. Prior to this Assignment and Assumption, Developer further represents and warrants that it has not made any assignment of the Developer Rights, either in whole or in part, to any individual or entity and has the authority to assign the rights as set forth hereunder. Assignor further represents and warrants that it is not in current breach of its obligations under the HOA Documents as the Developer nor is it aware of any current act or omission which, if continued, would constitute a breach by the Developer under the HOA Documents.

3. Indemnification. After the closing of the transaction documented in the purchase Agreement, Assignor shall have no further rights, responsibilities, liabilities or obligations under the HOA Documents and Assignee hereby agrees to indemnify and hold Assignor and all of its employees, agents and officers harmless from and against any loss, claim or liability arising out of the assignment and assumption of the Developer Rights from and after the date hereof. In addition, Assignor hereby agrees to indemnify and hold Assignee and all of its employees, agents and officers harmless from and against any loss, claim or liability arising out of Assignor's exercise of the Developer Rights prior to the date hereof.

4. Further Assurances. The parties hereto agree to cooperate with each other and to execute such additional documents as may be reasonably required to affect the assignment and assumption contained herein.

5. Miscellaneous. This Assignment and Assumption constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior understanding or agreements respecting the subject matter. This Assignment and Assumption shall inure to the benefit of, and shall be binding upon, each of the parties, their estates, heirs, personal representatives and assigns. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Assignment and Assumption or any of its provisions and are not to be construed to affect the meaning or construction of this Assignment and Assumption or any of its provisions. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same Assignment and Assumption.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment and Assumption, effective as of the date first written above.

ASSIGNOR:

BRIDLE CREEK OF AIKEN, LLC

By: [Signature]

Name: Michael D. Polatty

Title: Manager

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF SC)
COUNTY OF Aiken)

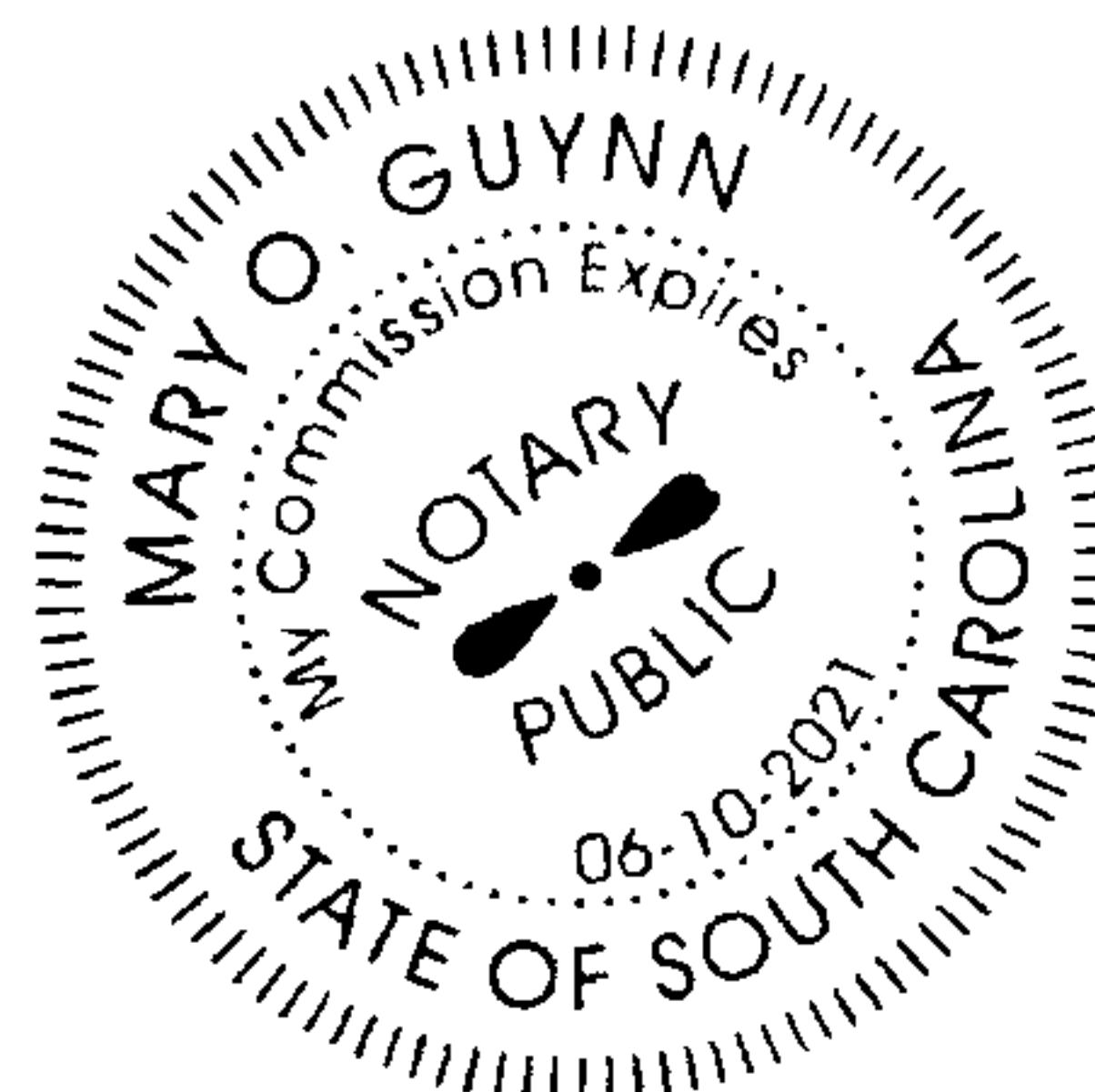
ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Michael D. Polatty personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek of Aiken, LLC.

Witness my hand and official seal this the 9 day of January, 2017.

[Signature]
Notary Public for the State of SC
My Commission Expires: 6/10/2021

[NOTARY SEAL]



ASSIGNEE:

BRIDLE CREEK AT THREE RUNS, LLC

By: [Signature]

Name: J Wayne Paulford

Title: Manager

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF SC)

COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J Wayne Paulford personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9 day of January, 2017.

[Signature]
Notary Public for the State of SC

My Commission Expires: 6/10/2021

[NOTARY SEAL]

Exhibit A

Copy of the Declaration

See Protective Covenants of Bridle Creek dated November 15, 2007 recorded in Record Book 4173, Page 2089, Aiken County Records as amended and supplemented in Record Book 4301, Page 2262, Record Book 4302, Page 1164, Record Book 4331, Page 1724, Record Book 4340, Page 1188, Record Book 4506, Page 2334, Record Book 4513, Page 1795, Record Book 4554, Page 1449, Record Book 4559, Page 2192 and Record Book 4583, Page 623, Aiken County Records.

NOT OFFICIAL

Exhibit B

Copy of the Bylaws

See Bylaws of Bridle Creek Property Owners Association, Inc. dated November 15, 2007 and recorded in Record Book 4173, Page 2107, Aiken County Records.

NOT OFFICIAL

Amendment
to
Protective
Covenants
11/14/2019

2019029090
AMENDED COVENANTS
RECORDING FEES \$25.00
PRESENTED & RECORDED:
11-14-2019 09:14 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4812
PG: 1059 - 1061

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
AMENDMENT TO
PROTECTIVE COVENANTS OF
BRIDLE CREEK

THIS AMENDMENT TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 12th day of NOVEMBER, 2019 by BRIDLE CREEK AT THREE RUNS, LLC hereinafter referred to as "Developer" and BRIDLE CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, the predecessor-in-interest to Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records (the "Declaration"); and

WHEREAS, Developer was assigned the rights of Developer from its predecessor-in-interest by virtue of that certain Assignment and Assumption of Developer Rights recorded in Record Book 4643, Page 964, Aiken County Records;

WHEREAS, the Declaration provides that so long as the Developer shall hold title to any portion of the property subject to the Declaration, the Developer as well as its successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend the Declaration; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The third sentence of Article III, Section 1, is hereby deleted in its entirety and the following is inserted in lieu thereof: "The maximum number of stable pets shall be equal to the maximum number as permitted by Aiken County laws, rules and regulations, as the same may be amended from time-to-time."

(2) Except as otherwise set forth herein, said Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Puck Atkins
Witness

[Signature]
Notary Public

BRIDLE CREEK AT THREE RUNS, LLC

By: [Signature] (LS)
Name: J. WAYNE RAIFORD
Title: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek at Three Runs, LLC.

Witness my hand and official seal this the 12th day of November, 2019.

[Signature]
Notary Public for the State of South Carolina
My Commission Expires: JUNE 02, 2025

[NOTARY SEAL]

Joan R Lester
Notary Public
State of South Carolina
Commission Expires June 02, 2025

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Paul Atkins

Witness

[Signature]

Notary Public

BRIDLE CREEK PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature] (LS)

Name: J. Wayne Bairford

Title: Member

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Bairford, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek Property Owners Association, Inc.

Witness my hand and official seal this the 12th day of November, 2019.

[Signature]

Notary Public for the State of SOUTH CAROLINA

My Commission Expires: JUNE 02, 2025

[NOTARY SEAL]

Joan R Lester
Notary Public
State of South Carolina
Commission Expires June 02, 2025

Supplemental
Declaration of
Protective
Covenants
5/22/2020
Phase 3a

2020011881
 AMENDED COVENANTS
 RECORDING FEES \$25.00
 PRESENTED & RECORDED
 05-22-2020 02:00 PM
 JUDITH WARNER
 REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: VIRGINIA DUNN DEPUTY
 BK: RB 4846
 PG: 2235 - 2237

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) SUPPLEMENTAL DECLARATION
) PROTECTIVE COVENANTS OF
) BRIDLE CREEK

THIS SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS OF BRIDLE CREEK is made and published this 1st day of April, 2020 by BRIDLE CREEK AT THREE RUNS, LLC hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the successor-in-interest to Developer and the Association heretofore recorded certain Protective Covenants of Bridle Creek recorded in Record Book 4173, Page 2089 and Record Book 4173, Page 2107, Aiken County Records ("Covenants"); and

WHEREAS, Developer was assigned the rights of Developer from its predecessor-in-interest by virtue of that certain Assignment and Assumption of Developer Rights recorded in Record Book 4643, Page 964, Aiken County Records;

WHEREAS, the Covenants provide that the Developer may make additional property subject to the Covenants; and

WHEREAS, the Developer desires to exercise said option.

NOW, THEREFORE, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) The property attached hereto as Exhibit A shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Except as otherwise set forth herein, said Covenants shall remain unmodified and in full force and effect.

EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being northeast of New Ellenton, in Aiken County, South Carolina, being shown and designated as Lots 1 through 23, inclusive, Phase 3-A, Bridle Creek, together with the 30' Horse Trail, Common Area and HOA Easements, Pond Privately Maintained, a portion of Ocilla Place (a 50 foot private right of way), a portion of Clear Creek Court (a 50 foot private right of way) and a portion of Parque Lane (a 50 foot private right of way) as shown on a plat prepared by Southern Partners, Inc. for J. Wayne Raiford and T.R. Sales Plantation, LLC dated March 19, 2020 and recorded May 22, 2020 in Plat Book 62, Page 122, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING a portion of the property conveyed to Bridle Creek at Three Runs, LLC by deed of Bridle Creek of Aiken, LLC dated January 9, 2017 and recorded January 11, 2017 in Record Book 4643, Page 954, re-recorded February 23, 2017 in Record Book 4649, Page 850, Aiken County Records.

Tax Parcel No. P/O 175-00-01-001

NOT OFFICIAL

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Paul Atkins
Witness

Joan R Lester
Notary Public

BRIDLE CREEK AT THREE RUNS, LLC

By: [Signature] (LS)
Name: J. Wayne Raiford
Title: Member

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Bridle Creek at Three Runs, LLC

Witness my hand and official seal this the 15th day of April, 2020.

[Signature]
Notary Public for the State of South Carolina
My Commission Expires: June 02, 2025

