

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN/EDGEFIELD)

DECLARATION OF PROTECTIVE COVENANTS
FOR LITTLE HORSE CREEK ESTATES

THE DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") is made and entered into this _____ day of _____, 20____ by TRAVIS H. REED, hereinafter referred to as "Developer" and LITTLE HORSE CREEK ESTATES PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Developer is the owner of the following described property (the "Property"):

ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in Aiken and Edgefield Counties, containing 68.76 acres, more or less, being shown and designated on a plat prepared for Timothy Wayne Russo by William H. McKie, III, PLS dated May 1, 2017 and recorded in JR 40055, records of Edgefield County, South Carolina and in Plat Book 60, Page 42, records of Aiken County, South Carolina. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING the property conveyed to Travis H. Reed by deed of Timothy W. Russo dated July 29, 2019 and recorded July 31, 2019 in Book 1749, Page 249, records of Edgefield County, South Carolina and recorded in Record Book 4795, Page 87, records of Aiken County, South Carolina.

Tax Parcel No. 163-00-07-001-000 et al. (Edgefield County); 032-00-01-023 (Aiken County)

WHEREAS, the Developer desires to develop on said Property a rural residential estate homesite community to be known as Little Horse Creek Estates and hereinafter referred to as "Little Horse Creek Estates" 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 Little Horse Creek Estates; 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 Little Horse Creek Estates (the "Owner" or "Owners"), 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 Property and to all persons owning said lots, or any of them hereafter:

ARTICLE I ARCHITECTURAL REVIEW AND APPROVAL

No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, decorative building, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved by the Developer. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Developer shall have the right to approve all such improvements and structures for a period that expires on the earlier of (i) five (5) years after the sale of the last lot in Little Horse Creek Estates or (ii) the date that Developer relinquishes its architectural approval rights hereunder.

ARTICLE II USE RESTRICTIONS

1. Use.

The Property shall be used primarily for single family residential purposes. Home based businesses are permitted provided that said businesses do not have any identifying signage within Little Horse Creek Estates and further provided that said businesses do not increase traffic flow within Little Horse Creek Estates and do not unreasonably interfere with other Owners' use and enjoyment.

2. Building Type.

No residence shall be erected, altered, placed or permitted to remain on any lot other than a primary single-family dwelling containing not less than fifteen hundred square feet (1,500) of livable enclosed floor area (exclusive of open or screen porches, terraces and garages) which may – but is not required to – be attached to a barn or stable, together with a guest house that is complimentary to the primary single-family dwelling. Barns, garages and similar ancillary outbuildings may be constructed prior to construction of a residence; provided, however, that the initial building used or converted to residential purposes must satisfy the square footage requirements as set forth above.

3. Barns.

Barns, run-in sheds, equipment sheds, and such are permitted provided that they are harmonious with the other improvements on a lot and within Little Horse Creek Estates and otherwise satisfy the other requirements as set forth above.

4. Fences and Walls.

All fencing located on the property line of a lot bordering Little Horse Creek Drive must be three (3) or four (4) board wood fencing painted black. Black, 5 feet high chain link fencing may be used on the sides and rear lines of a lot. No barbed wire fencing is permitted on any portion of a lot.

5. Lot Condition.

No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which containers shall be screened from view except when placed on the curb for pickup. No refuse pile or unsightly objects shall be allowed to be placed or maintained anywhere on the lot.

6. Unsightly Objects.

No garbage receptacles, fuel tanks, above-ground swimming pools, solar panels, heating and air units, clotheslines, or other unsightly objects may be maintained except in screened areas which conceal them from view from streets and adjacent lots.

7. Animals.

Except as set forth herein, no animals of any kind shall be raised, bred or kept on any lot with the exception of horses, donkeys, mules, goats, sheep, chickens, cattle, dogs, cats and other household pets. One large (1) farm animal (horse, donkey, mule or cow) per whole acre of land, four (4) small farm animals (goats, sheep or chickens) per whole acre of land and one (1) household pet per whole acre of land are permitted on a lot. All animals must be maintained within the boundaries of their lot and may not be permitted to roam freely. Commercial kennels for feeding, boarding, breeding, training and sales of any kind of animal are prohibited. Stables and pastures shall be maintained in

a sanitary manner and all animal waste products, as well as, stall shavings or bedding shall be disposed of in an appropriate manner such that waste products and odors do not emanate beyond said Owner's fence line boundaries. In no event may animals become a nuisance to other Owners. No vicious or dangerous animals may be kept on any lot. For purposes hereof, a vicious or dangerous animal is defined as an animal with a propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of human beings or domestic animals. In the event of a dispute or question as to what may be a dangerous or vicious animal, such dispute or question shall be submitted to the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

8. Nuisances.

Nothing shall be done or maintained on any lot or anywhere within Little Horse Creek Estates which may be or become a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

9. Signs.

A single "For Sale" sign not to exceed four (4) square feet may be placed on a lot only during such times as the lot is actively being marketed for sale. In addition, a single sign not to exceed four (4) square feet may also be placed on a lot to identify the name of the farm, property or estate located thereon; provided, however, such signage may not be commercial in nature nor identify any business conducted thereon.

10. Mobile and Manufactured Homes Prohibited.

No mobile or manufactured homes are allowed in Little Horse Creek Estates at any time.

11. Subdivision.

After the Developer has platted lots in Little Horse Creek Estates, lots may only be subdivided and boundary lines may be shifted provided that any such subdivided lots contain not less than five (5) acres.

12. Maintenance.

All maintenance and repair of a lot, together with all portions of the single-family dwelling unit, and other improvements thereon shall be the responsibility of the Owner of such lot. The responsibility of each Owner shall include maintenance, repair, and replacement of the roof, and all portions of any structure which is visible from the exterior of the lot. Each Owner shall maintain and keep the exterior of the single-family dwelling unit and grounds in good, neat, clean, and sanitary condition, including the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such lots. In the event that an Owner does not maintain said landscaping and/or improvements, the Association shall be entitled to perform the necessary work to restore the

aforesaid to a condition that is acceptable to the Association and in keeping with the standards set forth herein and any costs so incurred by the Association shall be treated as assessments in accordance with Article IV. For the purpose of performing such maintenance, the Association's representatives may enter upon any lot and the exterior or any improvements built thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency entry may be made at any time on any day. Any such entry shall not be deemed a trespass.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership

All Owners of a lot in Little Horse Creek Estates thereby become a member 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. The Developer shall be a member of the Association so long as it is an Owner of one or more residential lots as shown on the aforesaid plat, or of any additional property made subject to this Declaration. 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 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 him in Little Horse Creek Estates, or in additional real estate made subject to these Declaration.

B. Class B members shall consist of all other Owners of residential lots in Little Horse Creek Estates other than the Developer. Class B members shall not have voting privileges until the earlier of when the Developer shall (i) have conveyed all of the residential lots heretofore or hereafter established within Little Horse Creek Estates or (ii) 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 acquire more than one contiguous lot as originally platted by the Developer, such member shall have one (1) vote per lot owned and will likewise pay one assessment for each lot owned. This provision shall apply even if the lots are combined into a single lot.

2. 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 IV hereof, and to maintain the roadway serving Little Horse Creek Estates as well as the common areas (if any). The Association also has the additional duty of requiring all Owners to maintain their property in accordance with the standard set forth herein.

ARTICLE IV
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment

Each member of the Association, obligates himself, herself, or itself, and by the ownership of a lot in Little Horse Creek Estates 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 Little Horse Creek Estates, 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 residential building lot on the aforementioned plat of Little Horse Creek Estates 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 Declaration. In the event that a Class B member shall acquire more than one contiguous lot as originally platted by the Developer, such member shall have one (1) vote per lot owned and will likewise pay one assessment for each lot owned. This provision shall apply even if the lots are combined into a single lot. Also, special assessments may be imposed by a majority vote of the Owners; provided, however, that so long as Developer owns any lot(s) within Little Horse Creek Estates, the Developer must also consent to such special assessment. Each such annual assessment shall be due and payable in advance on the first day of January of each year. Special assessments imposed in accordance with this Declaration 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 the roadway serving Little Horse Creek Estates;
- B. 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; and
- C. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. 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 notice of a delinquent assessment lien being recorded in the real estate records for Aiken County.

ARTICLE V
MISCELLANEOUS PROVISIONS

1. Exemption of Developer.

Nothing in the Declaration shall limit the right of the Developer with respect to property which is still titled in the Developer, including but not limited to, the right to complete excavation, grading and construction of improvements, the right to use any structure as a model home or real estate sales or leasing office and the right to construct such additional improvements or facilities as the Developer deems advisable in the course of development of Little Horse Creek Estates. The Developer shall not be required to seek or obtain architectural approval of any improvement constructed or placed by Developer on any property in Little Horse Creek Estates owned by the Developer and may deviate from or waive, in its sole discretion, all or any of the covenants and restrictions set forth herein; provided, however, that no such deviation or waiver is intended to be construed as a waiver of any covenant or restriction as the same may apply to other lots or to the members.

2. Enforcement.

Developer, Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, Association or an Owner to enforce any restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed an estoppel or waiver of the right to do so thereafter.

3. Severability.

Invalidation of any of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

4. Amendment.

The covenants, restrictions and conditions of this Declaration shall run with and bind the Property unless amended as set forth herein. This Declaration may be amended by an instrument signed by (i) the Association and (ii) the Developer, but Developer's signature is only required if Developer owns at least one lot at the time of such amendment. Any amendment must be approved by a simple majority vote of the members of the Association. Notwithstanding the aforesaid,

amendments may be made solely by the Developer for purposes of adding other real property to this Declaration and any such amendments shall not require the prior approval, vote or signature of any other Members or the Association.

5. Assignment to the Association.

Developer reserves the right to assign to the Association any rights or powers the Developer has reserved for itself in this Declaration.

[Signatures Commence on Next Page]

IN WITNESS WHEREOF, the undersigned Developer and Association have executed this Declaration to be effective as of the 18th day of March, 2021.

Witness

Notary

STATE OF South Carolina)
COUNTY OF Aiken)

Travis H. Reed (LS)
Travis H. Reed

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Travis H. Reed personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18th day of March, 2021.

Bertha C. Webb
Notary Public for the State of South Carolina
My Commission Expires: 02/27/28

[NOTARY SEAL]

LITTLE HORSE CREEK ESTATES PROPERTY
OWNERS' ASSOCIATION, INC.

B. F. C. White
Witness

Thomas P. Murphy
Notary

By Travis H. Reed (LS)
Name: _____
Title: _____

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Travis H. Reed personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18th day of March, 2021.

Thomas P. Murphy
Notary Public for the State of South Carolina
My Commission Expires: 02/07/22

[NOTARY SEAL]

Thomas P Murphy
Notary Public
State of South Carolina
My Commission Expires
February 7, 2022