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 LAW OFFICES OF RICHARD W. TAYLOR, P.C.
 302 E. MARTINTOWN ROAD
 NORTH AUGUSTA, SC 29841

FILE NO. 10-008

2010011728

RESTRICTIVE COVENANTS
 RECORDING FEES \$12.00
 PRESENTED & RECORDED:
 05-19-2010 02:30 PM
 JUDITH WARNER
 REGISTER OF MESSE CONVEYANCE
 AIKEN COUNTY, SC
 By: MARILYN SEIGLER DEPUTY
 BK:RB 4308
 PG:731-736

STATE OF SOUTH CAROLINA)
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 COUNTY OF AIKEN)
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)

DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF
 THE VILLAGE AT HORSE CREEK

NOW COMES THE LOMBARD CORPORATION, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer", who states that;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Horse Creek Subdivision, Phase I (hereinafter "Covenants") as recorded in Record Book 4049, at page 1478, and amended in Record Book 4144, at page 1805, records of Aiken County, South Carolina, that pursuant to Article IX provides that additional property may be added to the Horse Creek Development and made subject to the Covenants set forth hereinabove and gives the Developer the right to modify the terms and conditions of the Covenants to fit the character of the addition to Horse Creek Development; and

WHEREAS, a homeowner's association known as the Horse Creek Homeowners Association, Inc. (hereinafter "the Association") was established and its bylaws were recorded in Record Book 4049, at page 1470, records of Aiken County, South Carolina and said bylaws state that any additional property in the Horse Creek Development that is made subject to the Covenants can be made full members of the Association and that pursuant to Article IX of the Covenants the Developer has the sole right to place any additional property within the jurisdiction of the Association;

NOW, THEREFORE, THE LOMBARD CORPORATION as Developer and owner of the property described in attached "Schedule "A", does declare and place within the jurisdiction of the Association all lots and owners thereof of The Village At Horse Creek;

AND for and in consideration of the premises and the benefits to be derived by the Developer and each and every subsequent owner of any of the lots of said subdivision, does declare that all the property listed in Schedule A shall be subject to the Covenants set forth hereinabove with the following changes to apply exclusively to The Village At Horse Creek.

ARTICLE I

RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures.

All of the above described lots shall be used for residential purposes only for the erection of one detached single-family dwelling, not exceeding two stories in height. In determining whether a house exceeds two stories in height, a basement or an attic will not be counted as a story. In approving any two-story, one and one-half story, or split-level structure, the Architectural Control Committee, as hereafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally smaller than is customary in residences of its type. The Architectural Control Committee, recognizing that the quantity of square footage does not alone necessarily determine design and construction quality in monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence; however, it is expected that all houses on interior lots in Block "G" contain a minimum of 2,200 square feet of heated living space for a one story residence, 2,400 square feet of heated living space for a one and one-half story residence, and 2,800 square feet of heated living space for a two story residence. "Fairway Lots" in Block "G" as shown on above referenced plat and as further defined hereinbelow shall be subject to a minimum of 2,500 square feet of heated living space for a one story residence, 2,800 square feet of heated living space for a one and one-half story residence, and 3,200 square feet of heated living space for a two story residence. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in THE VILLAGE AT HORSE CREEK shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surrounding.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

8. Special Restrictions On Lots Adjacent to Golf Course.

"Fairway Lots" are defined as all lots adjacent to the adjoining Midland Valley Country Club in Block "G" as shown on subdivision plat of The Village at Horse Creek identified hereinabove. That portion of any "Fairway Lot" within twenty (20) feet of the lot line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course. All individual lot landscaping plans must be approved by the ACC before implementation. The ACC, in its sole discretion, may impose additional setback or design requirements for any improvements located on any "Fairway Lot".

All other terms, conditions, easements, fees and assessments of the Covenants as recorded in Record Book 4049 at page 1478, and amended in Record Book 4144, at page 1805, records of Aiken County, South Carolina shall remain the same and apply fully to the property described in Schedule "A".

IN WITNESS WHEREOF, The Lombard Corporation has caused these presents to be executed by its duly authorized corporate officer(s) this 1ST day of March, 2010.

Signed, Sealed and Delivered)
in the Presence of)

Blanca L. Zimmerman

Richard W. Ty...

THE LOMBARD CORPORATION

By: *Don M. Houck*

Don M. Houck
Its President

IN WITNESS WHEREOF, Horse Creek Homeowners Association, Inc. has caused these presents to be executed by its duly authorized director this 15th day of March, 2010.

Signed, Sealed and Delivered)
in the Presence of)

HORSE CREEK HOMEOWNERS
ASSOCIATION, INC.

Alena J. Zimmerman

By:

Don M. Houck

Don M. Houck
Its Director

Charles W. Ty...

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

NOTARIAL OFFICIAL

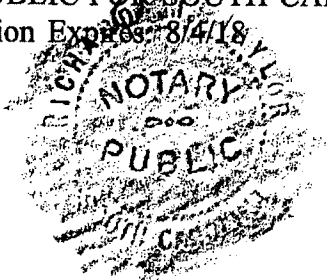
PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named THE LOMBARD CORPORATION, by Don M. Houck, Its President, sign, seal and as its Corporate Act and Deed, deliver the within-written Declaration of Covenants, Conditions and Restrictions of The Village at Horse Creek Subdivision; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 15th
DAY OF MARCH, 2010.

Charles W. Ty...

Alena J. Zimmerman

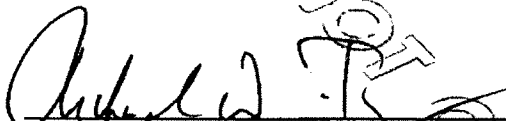
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/4/18



STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named HORSE CREEK HOMEOWNERS ASSOCIATION, INC., by Don M. Houck, Its Director, sign, seal and as its Corporate Act and Deed, deliver the within-written Declaration of Covenants, Conditions and Restrictions of The Village At Horse Creek; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 15TH
DAY OF MARCH, 2010.



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/4/18





SCHEDULE "A"

ALL those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being shown and designated as **THE VILLAGE AT HORSE CREEK**, upon a plat prepared for The Lombard Corporation by Southern Partners, Inc., dated September 21, 2009, revised November 23, 2009, and November 30, 2009, and recorded in Plat Book 55, at page 291, records of Aiken County, South Carolina; said plat is incorporated herein by reference thereto, and made a part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said parcel.