
**2011019977**  
 AMENDED COVENANTS  
 RECORDING FEES \$22.00  
 PRESENTED & RECORDED:  
**09-16-2011 03:04 PM**  
 JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
 BY: LYNN STEMBRIDGE DEPUTY  
**BK: RB 4372**  
**PG: 1445 - 1460**

STATE OF SOUTH CAROLINA            )  
   )  
 COUNTY OF AIKEN                        )       **SECOND AMENDMENT AND RESTATEMENT OF**  
   )  
   )  
   )       **PROTECTIVE COVENANTS OF**  
   )  
   )       **HATCHAWAY BRIDGE FARMS SUBDIVISION**

**WHEREAS**, an instrument of Protective Covenants for Hatchaway Bridge Farms was recorded in Record Book 4059 at page 231 on April 21, 2006 in the Office of the Register of Deeds for Aiken County (“Covenants”); and

**WHEREAS**, the Covenants were amended by First Amendment and Restatement of Protective Covenants of Hatchaway Bridge Farms Subdivision, dated September 12, 2008, and recorded in Record Book 4222 at page 2009 on September 15, 2008 in the Office of the Register of Deeds for Aiken County (“First Amendment”); and

**WHEREAS**, Article X, paragraph 2 of the First Amendment, provides that the Developer, so long as it holds title to any portion of the property, may amend or grant exceptions to the Covenants; and

**WHEREAS**, the Developer wishes to clarify and modify certain other provisions of the Covenants and restate them in their entirety in order to promote Hatchaway Bridge Farms Subdivision (“Hatchaway Bridge Farms”) as an equestrian community;

**NOW, THEREFORE**, the undersigned, as the Developer of Hatchaway Bridge Farms, hereby modifies and restates the Covenants and First Amendment (collectively, hereinafter referred to as the “Covenants”) in the following manner:

**THIS SECOND AMENDMENT AND RESTATEMENT OF PROTECTIVE COVENANTS OF HATCHAWAY BRIDGE FARMS SUBDIVISION** (the “Agreement”) is made and published to be effective as of this 16 day of **SEPTEMBER, 2011**, by **HATCHAWAY BRIDGE FARMS, LLC** (“Developer”) to be effective and binding upon all owners of lots within the subdivision (“Owners”) and the **HATCHAWAY BRIDGE FARMS PROPERTY OWNERS ASSOCIATION, INC.** (“Association”).

**WITNESSETH:**

**WHEREAS**, the Developer was the original owner of the following described property:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being approximately seven miles east of the City of Aiken, in the County of Aiken, State of South Carolina, containing **226.15 acres** as shown and designated upon a certain plat prepared by Hass & Hilderbrand, Inc., R.L.S., on July 12, 2005, and recorded in Plat Book 50 at Page 687, in the Office of the Aiken County Register of Deeds, reference being made to said plat for a more complete and accurate description thereof.

**ALSO**, 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, located approximately 3.5 miles east of the community of Montmorenci and approximately 2.4 miles southeast of the community of Couchton, being shown and designated as containing **5.0783 acres**, more or less, upon that certain plat prepared for Hatchaway Bridge Farms, LLC by Hass & Hilderbrand, R.L.S., dated May 1, 2007, and recorded in Plat Book 53 at page 116 in the Office of the Register of Deeds for Aiken County, reference being made to said plat for a more complete and accurate description thereof.

**WHEREAS**, the Developer desires to develop on said property an equestrian community to be known as Hatchaway Bridge Farms Subdivision, and hereinafter referred to as "Hatchaway Bridge Farms," 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 Hatchaway Bridge Farms; 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 in the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereinafter purchase a lot in said subdivision ("Lot"), that certain protective covenants governing and regulating the use and the occupancy of the same and certain easement, reservations and servitudes be improved upon said property, and that the same be established, set forth and declared to be covenants running with the land;

**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 ("Owner"), the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all Lots and to all Owners, or any of them hereafter:

#### **ARTICLE I**

#### **PERMITTED USES, BUILDINGS, AND LOCATION OF STRUCTURES ON LOTS**

**1. Permitted Uses:**

Hatchaway Bridge Farms is developed with the primary purpose of creating an equestrian community where Owners, and their respective guests, renters, boarders, trainers and other persons with similar equestrian interests, reside, visit, board, train and gather to enjoy the equestrian lifestyle and conduct equestrian-related business activities. All of the Lots within Hatchaway Bridge Farms shall be used for residential purposes and equestrian business purposes only and may not be used for any other type of business or commercial purpose. These equestrian business purposes include, but are not limited to, activities such as breeding, schooling, training, coaching, teaching, riding or provision of boarding or stabling facilities for horses, conducting coaching and riding instruction for third parties, the leasing or renting of all or a portion of an Owner's Lot to third parties for boarding and residential purposes, and inviting guests of Owners for riding within the Common Areas (as defined herein) or a Lot (collectively, the "Equestrian Business Activities"). The Common Areas are established to promote and facilitate the equestrian lifestyle and Equestrian Business Activities conducted on the Lots and are to be equally shared, and use is encouraged, in order to provide a sense of community where Owners, and their guests, renters, boarders and other persons, may enjoy each other's company as well as discuss and exchange ideas in furtherance of the equestrian lifestyle. Owners may rent or lease their Lots to Renters and Boarders (as defined herein). However, the right of such Renters or Boarders to use the Common Areas and Equestrian Easements (as defined herein) shall be subject to the terms set forth hereinafter in these Covenants. All of the Lots in Hatchaway Bridge Farms shall be used in furtherance of equestrian activities and other permitted uses which do not entail excessive traffic or create an excessive nuisance to other Owners, or otherwise negatively impact the equestrian and residential nature of Hatchaway Bridge Farms. All Owners shall promptly notify the Association and provide the names of all Boarders using the Common Areas. No "hack stables" or "horse for hire" trail riding stables shall be permitted on any Lots within Hatchaway Bridge Farms.

Notwithstanding the foregoing, Owners and Renters are permitted to operate a "home office" business from within each Owner's residence on a Lot, provided such "home office" business does not create an unreasonable disturbance or unduly increase traffic flow or parking congestion on the roads within Hatchaway Bridge Farms. The Association shall maintain the right to order the ceasing of any such "home office" business on an Owner's Lot should eighty-five (85%) percent of the Owners in the Association vote that such "home office" business has become a nuisance adversely affecting the Owners in the Association.

**2. Size of Structures:**

The main residential dwelling constructed on a Lot shall contain a minimum of two thousand (2,000) square feet of heated living space, unless a lesser size is approved in writing, in advance, by the Architectural Control Committee (the "ACC"). In addition, the ACC, as hereinafter described, shall evaluate all proposed structures to be constructed on a Lot to ensure that they are in good taste, of high quality construction and finish, both as to workmanship and materials and aesthetically harmonious and suitable to the environment and surroundings. No permits may be obtained for any construction, nor any construction commenced prior to receiving approval from the ACC. No construction permit shall be applied for with governing agencies, without the specific prior written approval and consent of the Association's ACC being submitted with and being a part of such application.

**3. Altering Lot Boundaries:**

No Lot shall be subdivided, nor any boundary lines changed, nor shall application for same be made to the County of Aiken, except with the written prior consent of the Developer. The Developer expressly reserves unto itself, its successors and assigns, as the case may be, the right to re-plat and change boundary lines or to divide or further subdivide or to combine 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-platted Lot(s) suitable as a building site, 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-platted Lots; provided, however, no Lot originally shown on a recorded plat shall be reduced to a size less than a total of five (5) acres. The provision of this paragraph shall not prohibit the combination of one Lot with an additional Lot or a portion of a second Lot, or Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants and the Owner(s) of such combined Lots shall gain an added vote in the association for any full undivided additional Lot as well as being responsible for the maintenance fee of any additional Lot or portion of a Lot so added. If two (2) or more Lots are combined by one Owner, said Owner shall be made exempt from the requirement that such Owner must create a riding trail between the two original Lots.

The Developer consents to the subdivision of Lot 7 of Hatchaway Bridge Farms into two (2) Lots with neither Lot containing less than eight (8) acres and waives the requirement of the Owner having to erect four (4) board fencing on the new property line created by the subdivision of Lot 7. Similarly, Developer consents to the subdivision of Lot 5 so long as the Lot so subdivided does not create a new Lot of less than five (5) acres. Provided further that Marc Inman and Samantha Charles, as the original developers of the Property, shall have the right to modify the boundary lines between the Lots owned by them or owned by entities controlled by them without further action or approval by the Association or its ACC, so long as the total number of Lots in the development does not change, the required minimum acreage of 5 acres is satisfied, and that any boundary modification is in conformity in all respects with the recorded instrument of protective covenants.

**4. Types of Buildings and Location on Lots:**

It is the intention of the Developer that the ACC allow the construction of structures to be erected on any Lot in Hatchaway Bridge Farms in such location on each Lot as will enhance the natural harmony and aesthetic appeal of Hatchaway Bridge Farms, and maintain the privacy of each residence in reasonable fashion. No building of any kind or character shall be erected on a Lot within one hundred (100) feet of any road or easement attached to such road located within the subdivision unless a variance is granted by the ACC upon showing of hardship and good cause. For the purposes of this restriction, fencing and pasture improvement is not deemed a "building." All fencing and pasture improvement shall be in accordance with any Lot specific easement grant provided for herein. No buildings or swimming pools or other structured amenities may be placed within seventy (70) feet of the rear Lot line. All boundaries on corner Lots and contiguous Lots shall be considered as side boundaries.

**5. Zoning Restrictions:**

Zoning ordinances, restrictions and regulations of the County of Aiken and its various agencies applicable to any Lot shall be observed. In the event of any conflict between any provisions of these Covenants and such ordinances, restrictions or regulations, the more restrictive shall govern.

**6. Wetlands:**

In the event any portion of a Lot is deemed to be wetlands, as may be defined by local, state or Federal law or regulation, no improvements or other actions may be taken in such areas as prohibited under such laws. The Developer is not aware of any such wetland designations on any Lot.

**ARTICLE II**  
**ARCHITECTURAL CONTROL COMMITTEE**

**1. Submission of Plans:**

An architectural Control Committee, hereinafter the "ACC," has been established by the Developer to exercise such authority with respect to all Lots in Hatchaway Bridge Farms as may be delegated to it under the Charter and bylaws of the Association and as may now or hereafter be bestowed upon it by the terms of these Covenants, as amended. Plans and specifications, as more fully described below, for all proposed structures, improvements and landscaping upon the Lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of same as it may, in its discretion, deem reasonably proper. No construction, remodeling, renovation or demolition, landscaping or improvements of any kind may be undertaken without the prior written approval issued by the ACC. The ACC shall have the right to refuse to approve any building plans for such improvements of any kind including landscaping, grading and fencing, which it deems unsuitable or undesirable in its opinion for any reason, including purely aesthetic reasons. In so making its determination, the ACC shall consider the suitability of such structure or improvements, the harmony of the building in its location and with the surroundings, especially as visible from roads and any neighboring properties. All Owners must obtain any required building permits from the appropriate governmental agency after submitting and receiving ACC approval, and any permits issued without this ACC approval will not be deemed valid in law.

The ACC or the Association approvals do not constitute or warrant the compliance with the BOCA or local building codes nor will the ACC assure the structural integrity of any building structure or improvement, the compliance with which are the sole responsibility of the Owner. All building or improvement plans submitted to the ACC must include not less than: foundation plans, section details, floor plans of all floor areas, all exterior elevations showing all exterior walls, roof plans, material specifications and site plans showing location and orientations of buildings on the Lot, with setbacks indicated on the plans. Owners shall warrant that all buildings being constructed shall have the full and active supervision of an architect or building contractor, and may be held responsible for repairs to the roads, fencing and other improvements that its contractors or people servicing such improvements may cause to those common elements. All fencing on the property must be the standard black four (4) panel horse fencing with boards on the inside of the fence with face board. The ACC may permit other specialty fencing upon application so long as such specialty fencing is not clearly visible from outside the property lines or from any roads or easements within the property must be standard.

If the ACC fails to either approve or disapprove in writing any submitted plans and specifications from an Owner within sixty (60) days after such plans and specifications have been submitted for review, approval will not be required and the submitted plans and specifications will be deemed to have been approved. It is noted that any ACC or Association approval does not relieve the applicant from obtaining any and all permits required by the appropriate federal, state, local or other governmental agencies.

**2. Completion of Construction Within One Year:**

After written approval of the ACC, work on such construction, remodeling, renovation or demolition must be completed within one (1) year, unless the flow of work has reasonably been determined to be slowed by strikes, weather, national emergencies or natural disasters. Extension may only be granted by the ACC based upon reasonable cause.

**3. Fences and Hedges:**

No improvements, including hedges, fences, outbuildings or similar structures, may be placed or maintained or permitted to remain on any Lot if the location of such structure obstructs any equestrian easement, interferes with the intended use of said equestrian easements, obstructs the vision of motorists on any adjacent street or access road or lane, or creates a traffic hazard. Standard visible fences as more fully described above shall be standard in height and contain four (4) panels painted black. Wire fences, suitably landscaped may be used for dog runs and similar animal controls or meeting any pool code requirements, but only when receiving approval by the ACC in writing. All code requirements must be met additionally in the placement of such fencing or hedging. All Owners shall be required within twelve (12) months of acquisition to place such four (4) panel black horse fencing around the perimeter of their Lot. Fences may abut and run along the non-easement side of designated riding bridle path easements that have been placed on a given Lot. Along access road easements indicated on the subdivision plat or otherwise described and recorded, such fences must be within forty (40) feet of the total easement area provided for such roads or access lanes, unless Owner shall get approval from ACC for closer placement.

**4. Membership in the ACC:**

Initially, members in the ACC shall be appointed by the Developer until Developer transfers management of the Association to the members. Thereafter, the Owners shall have the right to elect the members of the ACC. The initial three (3) members of the board of the ACC are composed of Samantha Charles, Andreus Toth, and Marc Inman. A majority of the ACC board can from time to time appoint one member to act in its behalf. Each member of the ACC shall serve for a one (1) year term with each term beginning on the 1<sup>st</sup> day of January and expiring on the 31<sup>st</sup> day of December of each year. The Owners at the Association's annual meeting of members shall nominate and elect the next year's ACC members by a majority vote.

**5. Appeals Process:**

Any Owner may appeal a decision of the ACC by requesting a special meeting of the Association within ten (10) days from receiving written notice of a final decision of the ACC. The decision by the ACC against such Owner may be overturned if more than fifty (50%) percent of the members of the Association vote to overturn such ACC decision at the special meeting, conducted in accordance with all lawful procedures applicable to special meetings.

**ARTICLE III**  
**LAND USE RESTRICTIONS**

**1. Animals:**

Horses, stable pets, and household pets shall be permitted within Hatchaway Bridge Farms. Other farm animals shall be permitted upon the prior written approval of the Association's board of directors. With the exception of horse breeding, no commercial pet-breeding business may be conducted on a regular basis without the prior written consent of the Association, and none will be accepted that would generate more than normal farm traffic or what the Association may reasonably deem to be a nuisance to other Owners. With the exception of horses, any pet which becomes an unreasonable nuisance to the other Owners may be removed if a majority of the Owners within Hatchaway Bridge Farms vote at a called special meeting of the Association to have such pet removed from the subdivision, such meeting to be called and conducted in accordance with all lawful procedures applicable to special meetings.

**2. Screened Areas and Unsightly Items:**

All garbage receptacles, fuel tanks, or similar receptacles, meters, air conditioning equipment, muck collection bins or areas, clothes lines, and similar unsightly objects must be placed behind the visibility line of the building those items service, or fully enwrapped by hedges or walls of similar finish to the buildings. No antennas are permitted except for TV dishes which are not larger than twenty (20") inches.

**3. No Dumping or Rubbish:**

No dumping ground for rubbish or other waste may be maintained on any Lot. All waste shall be kept in sanitary containers and screened from view from access roads, riding easements or neighboring Lots. Each Owner shall be held responsible for maintenance of these items in a sanitary and sightly manner, and the Association may from time to time make further regulations in this regard.

**4. Trucks, Trailers, Mobile Homes:**

No construction equipment or vehicles may be kept on property except during construction as approved by the ACC. Boats, service trucks, campers, and recreational vehicles are allowed in Hatchaway Bridge Farms but must be located behind the front view of the building line of the main residence, or otherwise screened from view. The Association in considering a breach of this regulation shall take into consideration such item's visibility from common access roads or the view from adjoining Lots.

**5. Machinery, Repairs, Vehicles Maintenance and Hobbies:**

Vehicles and machinery may be repaired on Lots but this right specifically excludes the hobby of on-going repairs and rebuilding vehicles and machinery, except where such activities are out of site of neighbor Lots, riding easements and access roads, and do not create a noise nuisance as determined by the Association.

**6. Land Maintenance:**

All Owners are required to keep their fields and fences, roofs, trees and landscaping and other improvements in good repair at all times and this shall be enforced by the Association, especially, where such items arc visible from easements, access roads and neighboring Lots. In the event of negligence of Owner in maintaining these in attractive and well kept condition, the Association at its determination and after reasonable notice, may undertake such maintenance at the sole cost of the Owner, and the Owner acknowledges and accepts this provision when buying a Lot in Hatchaway Bridge Farms.

**7. Noxious or Offensive Activities:**

No noxious or offensive activity shall be carried out upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to other residents of Hatchaway Bridge Farms, either by Owners, their agents or their employees. This shall be particularly applied to such activities or actions that are visible or may be heard from other Lots or easement areas or from common access roads.

**8. Signs and Mailboxes:**

All signs established by the Association to identify the entrance to the property or directions within a road or bridle path easement area and all signs designating the farm or personal name of an individual Lot shall be subject to review and acceptance or denial by the ACC. All other signs shall be short term in nature, such as those of contractors, brokers or government agencies and shall require the prior written consent of the ACC. This shall additionally apply to any mailbox installation, which shall also require prior approval by the ACC.

**9. No Interference With Streams:**

No Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any existing creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC or as may be required any governing agency having jurisdiction. Owners with Lots adjoining water features shall not be deemed to have any right or title to such adjoining elements unless such adjoining elements were specifically conveyed to such Owners by deed.

**10. Common Areas:**

The common areas within Hatchaway Bridge Farms, which shall include the access roadways, Derby Field, Dressage Ring, and any other equestrian amenities or other areas so designated on an applicable plat (collectively, the "Common Areas"), shall not be used for any purposes other than the pursuit of the equestrian lifestyle and conduct of Equestrian Business Activities. Each Owner shall have a shared interest in and use of the Common Areas corresponding to one share per Lot owned by each Owner. The use of certain Common Areas, identified as the "Equestrian Common Area" on a plat recorded February 26, 2008 in Plat Book 53 at pages 567 and 568 in the Office of the Register of Deeds for Aiken County and known separately as the Derby Field and the Dressage Ring shall be on a "**per share**" basis for each Owner where each Lot equals one such share. The Association shall post a sign-up board each week to allow each Owner to reserve a time slot for the use of the Derby Field and/or Dressage Ring. Each reservation will be on a "first come, first serve" basis with the total amount of time available to reserve each week equaling that Owner's percentage of shares.

From time to time the Common Areas may be used for outside events with the prior written consent of the Association. Such Equestrian Business Activities shall be permitted on the Common Areas so long as such activities are reasonable and do not entail signage or excessive use of the Common Areas.

It is understood that Owners or Boarders and Renters of Owners may conduct certain Equestrian Business Activities for fees, such as schooling, boarding, and training horses for third parties, conducting coaching and riding instruction for third parties, breeding and selling of horses, and hiring grooms and trainers to assist in such Equestrian Business Activities. The use of the Common Areas by Boarders, Renters or Trainers is derived from the Lot share of the Owner from which they derive their rights such that a Boarder, Renter or Trainer has no greater right to use of the Common Areas than that which is derived from the Owner's Lot share.

The Common Areas are for the enjoyment of the Owners, and their Guests, Boarders and Renters, except as otherwise described above in this paragraph. All Owners, and their Guests, Boarders and Renters are required to sign a liability waiver before using any of the equestrian amenities located within the Derby Field or the Dressage Ring. Each Owner shall be responsible and liable for such Owner's Guests, Boarders and Renters using the Common Areas.

**ARTICLE IV**  
**COMMON EASEMENTS AND COMMON AREAS**

**1. Utility and Drainage Easements:**

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each Lot and after any existing easements that may be set aside for riding or access, and five (5) feet after the same on the side of a Lot line or easement line, and all other areas designated as easements upon any plats of Hatchaway Bridge Farms, provided, that in the event of re-subdivision of any of said Lots, such side easements shall be made applicable to such new lines created by that subdivision. Where an existing easement, larger than that stated above, shall appear on said plat, the larger easement shall apply.

**2. Equestrian Easements:**

There are hereby established equestrian easements for the use and enjoyment of all Lot Owners in Hatchaway Bridge Farms, and their respective Guests, Boarders and Renters (collectively, the "Equestrian Easements"). Such Equestrian Easements shall fall into four (4) categories:

*Category #1:* Along and within Access Roadway fifty (50) foot easements (as set forth below) and serving as primary access to more than one Lot, no less than fifteen (15) feet of that total easement shall be set aside as part of the property's equestrian bridle path system on each side of the center of the road easement, leaving the remaining twenty (20) feet for use as roadway and shoulder, serving all Lots. The development of bridle paths shall be determined by the Association in respect to clearing and bridle path surface treatment, it being contemplated that only one side will generally be utilized for such bridle paths, the other side then left in its natural state. Any Owner

whose Lot abuts any stretch of such road is responsible for placement of the standard four (4) panel black horse fence within five (5) feet of the Lot side of either side of the fifty (50) road easement fronting on the Owner's Lot.

*Category #2:* Between Lots, every Lot shall provide for a joint twelve (12) foot easement with the adjoining Lot's twelve (12) foot easement running the full length of their joint boundary, which shall combine to total of a twenty-four (24) foot easement for a portion of the bridle path. This easement is indicated on the survey of the property. The other side of the Lot shall not generally have such an easement unless so indicated on the plat. Owners agree to provide standard four (4) board fencing along the Lot side of that combined twenty-four (24) foot easement right away.

*Category #3:* As to the flag lot dedications having a forty (40) foot width, serving the legal subdivision needs of the property, if there is only one Lot abutting that forty (40) foot dedicated area, then the applicable Lot Owner is hereby granted use of that land after a twenty-four (24) foot wide bridle path easement is set aside from the far side of the forty (40) feet to serve that purpose. The abutting Owner then shall be granted a permanent easement to utilize the remaining sixteen (16) feet on his Lot side of the bridle path for his own pasture and shall construct his boundary standard horse fencing at sixteen (16) feet beyond his property line into that forty (40) foot flag lot dedicated area. In the event the forty (40) foot dedicated flag lot land runs between two (2) Lots, and it is utilized as a part of the bridle path system as indicated on the surveyor plat, then each Lot Owner shall construct his fencing along his property line but eight (8) feet into that area, this land granted by permanent easement for use as added pasture. The remainder in the center then is a twenty-four (24) foot wide path made permanently by easement into part of the bridle path system of Hatchaway Bridge Farms.

*Category #4:* The fifty (50) foot "pipeline easement" area of the property as indicated on the plat, shall be divided so that from the center line there is a bridle path easement extending out to a total of twenty-four (24) feet in width running the length of the pipeline as it faces Lots within the subdivision. The Lots facing on that pipeline easement are granted by permanent easement use for pasture land. No fencing or other encumbrance shall be installed or constructed within such easement.

### **3. Roadways:**

Every Owner of a Lot within Hatchaway Bridge Farms is hereby granted a nonexclusive easement for use of the streets and access roads and ways developed in Hatchaway Bridge Farms for common access between each Owner's Lot and the Common Areas as well as between each Owner's Lot and the Equestrian Easements. It is noted that at the entry to the Hatchaway Bridge Farms and at the end of access roads, larger circles may be placed in the roadways to provide reasonable turning room for vehicles at those points as indicated in the most recent recorded survey plat of Hatchaway Bridge Farms recorded in Plat Book 53 at pages 567 and 568 in the Office of the Register of Deeds for Aiken County. All roads and right of ways shown on the most recent plat are hereinafter deemed as common areas of Hatchaway Bridge Farms.

### **4. Dedication of Common Areas and Green Space:**

By the above procedures, Common Areas are designed to provide access roads to all the Lots as well as bridle paths for the enjoyment of all Owners in accordance with Article III, Paragraph 10. However, one part of the Common Areas in Hatchaway Bridge Farms are the dedicated parcels of land known as the Derby Field and the Dressage Ring of approximately 3.978 acres as indicated on a plat prepared for the Developer and recorded in Plat Book 53 at pages 567 and 568 in the Office of the Register of Deeds for Aiken County. This land is reserved for use by Owners, and their respective Guests, Boarders, and Renters and is being developed by the Developer with grand prix-type jumps and dressage ring facilities, as well as horse van parking areas and possible other attendant improvements which the Association from time to time may determine to include. The maintenance of this area, like all Common Areas, is the sole responsibility of the Association and its Owners, and is not deemed a buildable Lot. In the event the Association at any time hereafter wishes to sell this dedicated parcel to one or more Lot Owners or to third parties, then it shall offer it first to current Owners, then outsiders, and in the event the property is sold, the Association shall pay to the Developer, or its designated successors and assigns, fifty (50%) percent of the net proceeds therefrom.



**ARTICLE V**  
**MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS OF MEMBERS**

**1. Membership:**

Each Owner of a Lot in Hatchaway Bridge Farms shall automatically 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 obligation shall thereby so become entitled to membership. Ownership of a Lot as the sole qualification for membership is defined herein as follows: Ownership of any such Lot under recorded deed, whether the Owner is the occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the Lot in question. 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, or the termination of occupancy of the property by the Owner thereof accompanied by the giving of such Owner to another of a bond for title or contract of sale with respect to such Lot. The Developer shall be a member of the Association so long as it is an Owner of one or more residential Lots, or of any additional property made subject to these covenants.

Any Owner of a Lot or Lots in Hatchaway Bridge Farms shall be required to join the Association upon the terms and conditions set forth herein and shall be entitled to use the Common Areas and Equestrian Easements established herein; provided, however, that Owners, and their respective Guests, Boarder or Renters, may only use the Common Areas and Equestrian Easements so long as such Owner is a member in good standing with the Association. Acceptance of ownership of a Lot shall subject such Owner to the bylaws, rules, and regulations as established by the Association, and shall be binding upon said Owner, and such Owner's heirs, successors, assigns and/or personal representatives.

The Owners of each Lot shall be deemed a member of the Association and the member shall be entitled to one (1) vote per Lot owned by such member and shall be deemed to have a percentage "share" of ownership in and usage of the Common Areas based on the number of Lots owned by an Owner divided by the total number of Lots located within Hatchaway Bridge Farms. In addition, the Developer, for so long as Developer owns any Lots shall be entitled to one (1) vote per each Lot owned on the Association matters. In the event an Owner shall acquire and combine its Lot with another full Lot or a portion of another Lot (the "Combined Lot") the Owner shall then be entitled to one (1) vote total for the Combined Lot and shall not gain an additional vote from the acquisition of all or a portion of another Owner's Lot.

Notwithstanding the foregoing, Owners and Renters are permitted to operate a "home office" business from within each Owner's residence on a Lot, provided such "home office" business does not create an unreasonable disturbance or unduly increase traffic flow or parking congestion on the roads within Hatchaway Bridge Farms. The Association shall maintain the right to order the ceasing of any such "home office" business on an Owner's Lot should eighty-five (85%) percent of the Owners in the Association vote that such "home office" business has become a nuisance adversely affecting the Owners in the Association.

**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 the provisions hereof, and to landscape and maintain the entrances to Hatchaway Bridge Farms, as well as all Common Areas, in a manner determined by the Association. In addition, the Association shall also repair and maintain the following: the private access roads within Hatchaway Bridge Farms as indicated on the survey plat; the entry and entry features such as gates, landscaping and fountains, street frontage fencing or any other fencing installed by the Developer on Common Areas and not as provided by individual Owners; the grand prix and dressage facilities as provided by Developer; bridle paths and trails established on easement lands; and all grounds associated with amenities for the use and enjoyment of all Owners. However, Owners shall maintain such fencing regardless of who installed same, as shall be on their land and abut riding or road easements. The Association shall further maintain whatever gates or other security measures as may be required by the Association, except Owners shall maintain their own entries and entry gates, posts or other features as shall be installed at their entries.

The Association may, at its discretion, require all Lot Owners to maintain their property in accordance with the standards set forth herein and establish fines and collection procedures to enforce such regulations.

**3. Governance of the Association:**

The Developer shall name a three (3) person Board of Directors, to serve for an initial term during the development of Hatchaway Bridge Farms. That Board, at its initial meeting, shall name a President, Secretary/Treasurer and a Vice President to conduct the daily business of the Association, subject to the authority of the Board. The Developer shall name the initial Board members within thirty (30) days of the first sale closing of a Lot within Hatchaway Bridge Farms. Within sixty (60) days of the transfer of management from the Developer to the members of the Association and each year thereafter, the Board shall call for an annual meeting of members, and said members shall at that meeting elect the new Board for the next twelve (12) month term, by majority vote. All decisions of the Board shall be by majority vote, except to change or modify the recorded Covenants shall require a vote of approval of eighty-five (85%) percent of the individual members (Owners). All members shall pay required assessments and monthly maintenance charges as established by the Board of Directors, except that, during the period of Developer control of the Association, Developer shall pay for the maintenance of all Common Areas and amenities not covered by revenue received from fees and maintenance charges paid by the Owner/members. Upon establishment of the Association, each Owner/member shall be required to pay in its maintenance assessments, including any Developer-owned Lots at that time, and the Developer shall no longer be responsible thereafter to pay for any shortfalls in managing the property.

**4. Appeals Process:**

Any decisions made by the Board of Directors may be appealed by an Owner. In the event an Owner provides notice to the Board of Directors and the remaining Owners of such appeal, the Association shall hold either a called special meeting or regular meeting of the Association for the Owners to vote to sustain the decision of the Board of Directors. The decision of the Board of Directors will be upheld unless more than fifty (50%) percent of the Owners in good standing vote to overturn the decision; otherwise the decision of the Board of Directors will be sustained.

**ARTICLE VI**  
**COVENANTS & ASSESSMENTS IN FAVOR OF THE ASSOCIATION**

**1. Imposition of Assessment:**

Each Member of the Association by ownership of a residential Lot in Hatchaway Bridge Farms 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 as herein provided for or as may in the future be established by the Association. In addition, the Developer shall be responsible for the payment of any annual or special assessments on any Lots which are owned by the Developer. Each residential building Lot within Hatchaway Bridge Farms shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. In the event the Owner fails to pay the dues or assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect said assessments including, but not limited to, bringing an action at law to collect the delinquent assessments or filing a statement of lien with respect to the Lot and foreclosing said lien in accordance with applicable law. Such claims against delinquencies shall carry a twenty (20%) percent per month penalty against the amount due as well as recovery of any attorney and paralegal fees and all costs involved in the event delinquency is not corrected within thirty (30) days of written notice from the Association.

**2. Amount of Assessments:**

(a) Annual assessments shall be levied equally on all Lots located in Hatchaway Bridge Farms. Annual assessments shall be paid on a quarterly basis at the beginning of each calendar quarter in an amount established from time to time by the Association, payable per quarter per Lot and shall be used by the Association for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of all Lots in Hatchaway Bridge Farms, including but not limited to the items set forth in Section 3 herein. In the event the members at any time elect not to continue the use of the Derby Field and the Dressage Ring as

Common Areas, it shall require the affirmative vote of eighty-five (85%) percent of members to authorize its sale, as provided for hereinbefore. Upon assumption of management of the affairs of the Association, the Association shall thereafter determine dues and services provided. Special assessments shall be for meeting emergencies, or other undertakings, repairs or improvements approved by the members, as more fully provided for below, and must be approved by eighty-five (85%) percent of the members.

(b) A working capital assessment, payable to the Association in an amount set from time to time by the Association, shall be collected at each closing of a sale of any Lot.

(c) Special assessments may be levied for covering the costs of emergencies, or other undertakings, repairs or improvements approved by the members, as more fully provided for below, and must be approved by eighty-five (85%) percent of the members.

### **3. Use of the Assessments:**

The amounts paid in to the Association are for the following general purposes:

(a) Maintenance of entrance features, entrance ways, common areas, drainage retention basins and common area green spaces including the Derby Field and the Dressage Ring;

(b) Maintenance of riding trails, bridle paths and Equestrian Easements;

(c) Maintenance of the Common Area improvements, access roads, road shoulders, front gate, and entry fountain along with the associated utilities for those elements;

(d) General liability insurance for Common Areas;

(e) Costs of utilities to operate the property entrance and the Derby Field and the Dressage Ring;

(f) Costs of maintenance of the Derby Field and the Dressage Ring including mowing, maintaining fencing, dragging rings, and paying property taxes on this amenity area.

The quarterly fee for the Derby Field and the Dressage Ring shall first be used to defray the cost of maintaining jumps, the Dressage Ring and appurtenances in that area. Any surplus may be used to further offset costs as provided for above in items (a)-(f).

### **4. Lien for Assessments:**

All sums assessed against any Lot, Owner, or member pursuant to these Covenants shall be secured by a lien on such Lot in favor of the Association.

### **5. Priority:**

The lien of the Association shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first priority Mortgage. All other persons acquiring liens or encumbrances on any Lot after these Covenants shall have been recorded shall be deemed to acknowledge that their liens shall be inferior to the liens of the Association for assessments, in existence at that time or which arise in the future.

### **6. Effect of Nonpayment of Assessment:**

Any assessments (or installments thereof), which are not paid when due, shall be deemed to be delinquent. Any assessment (or installment thereof) which is delinquent for a period of more than ten (10) days shall incur a late charge in an amount set by these Covenants or the Association. If the assessment is not paid within thirty (30) days, a lien shall attach to the Owner's Lot. The lien shall cover all assessments then due or which come due until the lien is cancelled of record, and any other amounts provided in these Covenants or permitted by law. In the event that the

assessment remains unpaid after thirty (30) days, the Association may, in its sole discretion, take any or all of the following actions:

(a) Assess an interest charge from the date of delinquency at the rate per annum two points above the prime rate charged by the Association's bank, or such other rate as shall have been established by the Association's board of directors ("Board");

(b) Assess a late charge at the rate established by the Board per delinquency or such other charge as shall have been established by the Board;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Accelerate all remaining assessments for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

(e) Bring an action at law or in equity against the Owner personally obligated to pay the delinquent assessment by instituting suit to collect such amounts and foreclose its lien against the Lot, and interest, costs of collection and reasonable attorneys fees of such action of foreclosure shall be added to the amount of such assessment. The Association shall have the right to foreclose its lien through any method allowed by law. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same.

No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

**7. No Setoff or Deduction:**

No Owner may waive or otherwise exempt himself from liability for the assessments provided for in these Covenants. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

**8. Application of Payments:**

All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

**9. Date of Commencement of Assessments:**

Assessments shall start on the day a Lot is transferred, conveyed or sold by an Owner. The first annual assessment shall be adjusted according to the number of days then remaining in that fiscal year.

**ARTICLE VII**  
**REMEDIES FOR VIOLATIONS OF DECLARATIONS**

**1. Violation Remedies:**

In the event of any violation or breach of any of the Covenants and restrictions contained herein by any Owner, or Guest, Boarder or Renter of such Owner, the Owners of the Lots in the Association, the Association 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 to recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ACC shall have the right, whenever there shall have been built on any Lot in Hatchaway Bridge Farms any structure or improvement or other condition created which is in violation of these Covenants, to enter upon the property where such a violation exists and

summarily abate or remove the same at the expense of the Owner, if after thirty (30) days prior written notice it shall not have been corrected by such Owner. Any such entry and abatement or removal shall not be deemed a trespass. Failure of the Owner on whose property corrections have been made and to whom the bill for such work has been delivered, plus a ten (10%) percent fee for bidding, contracting, supervision and administration payable directly to the Association, to pay same in full within thirty (30) days of receipt of such bills shall constitute a default of its obligations and be treated as heretofore stated and covered in respect to the obligations to pay dues and assessments to the Association.

The failure to enforce any rights, reservations, restrictions, or conditions contained herein, however long such defaults continue, 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. However, the foregoing notwithstanding, no violation of any covenant or restriction shall constitute a forfeiture or revision of title hereunder to a Lot.

**2. Attorney Fees:**

In the event the Developer, the Association or the ACC or the Owners of any Lot or Lots in Hatchaway Bridge Farms shall bring action at law or in equity as provided for hereinbefore, the prevailing party in any action shall be entitled to recover attorney and paralegal fees and all costs of such action in an amount to be determined by the court of competent jurisdiction hearing the same.

**ARTICLE VIII**  
**ADDITIONAL PROPERTY SUBJECT TO THESE COVENANTS**

**1. Additional Property:**

Subject to any limitation contained in the corporate charter of the Association, additional contiguous real estate which the Developer may elect to add to the development may be subjected to and placed within the jurisdiction of the Association and these Covenants upon the written designation of the Developer, at the sole discretion of the Developer, to extend these Covenants to such other property and the same shall be effective upon filing of the same for record in the Office of the Register of Deeds for Aiken County, South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Covenants as may be deemed necessary or appropriate by the developer to reflect the different character if any of such additional real estate. In no event shall such supplementary declarations be construed to revoke or modify the terms herein with respect to the property initially subject to the Covenants.

The Developer, in order to provide for the expansion of the entrance to Hatchaway Bridge Farms, has acquired a five (5) acre parcel from David Forkey fronting on Hatchaway Bridge Road. Following the development of the roadway known as "Rocking Horse Lane," the remainder of the parcel, identified on the current plat as 4.622 acres, is being designated as "Lot 18" of Hatchaway Bridge Farms is hereby subjected to this Instrument of Protective Covenants, as amended. Developer specifically waives the five (5) acre minimum lot size for Lot 18.

**2. Right to Extend Streets:**

The Developer reserves for itself, its successors and assigns, as the case may be, the right to extend the streets, utilities, storm drainage system and water and sanitary systems to such additional real estate as may be added to the scheme of development and further reserves the right to cause water, surface or otherwise to flow into any drainage easements more particularly herein from such additional real estate.

**3. Extension of Equestrian Easement:**

In the event any additional real estate is added to Hatchaway Bridge Farms as provided for above, the equestrian easements shall be extended along the new added perimeter of the property. The Developer in such event reserves for itself the sole right to reconfigure the equestrian easement so long as it does not reduce total easements nor isolate any Lot from direct access thereto.

The Developer has waived the fencing setback requirement and equestrian easement for the Owner of Lot 15 on the southeastern border of Lot 15 adjacent to Lot 1. In exchange, the Developer is imposing on Lot 1 an easement for ingress and egress sixteen (16) feet in width along the property line between Lot 1 and Lot 15 which will serve as a continuation of the bridle path as well as access to the stable area of Lot 15, with maintenance of such easement to be the responsibility of the Association. No part of the easement area may be utilized for use other than reasonable access to the stable area.

**ARTICLE IX**  
**SEVERABILITY CLAUSE**

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

**ARTICLE X**  
**EFFECTIVE PERIOD AND AMENDMENT**

**1. Effective Period:**

These Covenants shall be effective immediately upon filing the same for record in the Office of the Register of Deeds for Aiken County, South Carolina and shall thereupon run with the land and binding upon all persons or parties and their heirs, successors and assigns claiming title by, under, or through the Developer until January 1, 2020, at which time they shall be extended automatically and without further notice from that time for successive periods of fifteen (15) years each, unless within six (6) months prior to the expiration of any such successive period, a written agreement executed by members holding at least eighty-five (85%) percent of the votes of the Association shall be placed on record in the Office of the Register of Deeds for Aiken County, South Carolina, in which agreement the Owners express their desire to terminate said Covenants and, in such event, these Covenants shall become null and void as of the expiration of the current term, whereupon any and all real property owned by the Association shall revert to the record Owners of the Lots within Hatchaway Bridge Farms with each Lot receiving an undivided interest in the whole of such real property in perpetuity.

**2. Amendments:**

So long as the Developer shall hold title to any portion of the hereindescribed property, or to any additional real estate added to the scheme of development in accordance with these Covenants, the Developer, as well as its successors and assigns, as the case may be, shall have, and are hereby granted, the exclusive authority and right, exercisable at any time and from time to time to amend or to grant exceptions to these Covenants and to waive, repeal, or vary these Covenants in one or more respects whenever, in the sole opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature of the development of Hatchaway Bridge Farms as a residential and equestrian community.

*Developer shall transfer management of the Association to the membership upon the sale of seventy-five (75%) percent of the Lots situated in Hatchaway Bridge Farms to bona fide third party buyers other than the individual members of the Developer by written agreement. Until such transfer, maintenance fees shall be established and collected from third party Owners with the Developer assuming financial responsibility for any shortage of funds necessary to operate the Association. Lots acquired by the individual members of the Developer for their respective principal residence shall be considered transfers to third party buyers and, as such, shall be responsible for the payment of the same maintenance fees as other third party Owners commencing the day of such conveyance of title.*

Once the Developer ceases to hold title to any portion of the property, or to any additional real estate added to the scheme of development, these Covenants may be amended by a document executed by members holding at least eighty-five (85%) percent of the votes of the Association, which are duly recorded with the office of the Register of Deeds for Aiken County, South Carolina, and such amendment shall be effective upon the recordation of same.

**ARTICLE XI**  
**DEFINITIONS**

As used in this Covenant, the following terms shall have the meaning set forth below:

**Boarders:** The term "Boarder" shall mean a person or persons who rents or leases stalls, stables, or barns located on the Lot from an Owner for a fee. Boarding includes pasture boarding, facility boarding, partial boarding and full boarding. Full board includes all the routine items normally required by a horse: stall, paddock/pasture, materials bedding, food, and labor (feeding, etc.).

**Equestrian Business Activities:** Shall mean Owner's and Tenant's breeding, selling, schooling, training, coaching, teaching, riding or provision of boarding or stabling facilities for horses, conducting coaching and riding instruction for third parties, the leasing or renting of all or a portion of an Owner's Lot, stables, paddocks and other facilities to third parties for boarding and residential purposes, and inviting guests of Owners for riding a Lot or Common Areas and teach riders, train, sell, and board horses, provide stabling or turn-out for non-owners and participate in equestrian activities.

**Guests:** The term "Guest" or "Guests" shall mean a person or persons visiting or being entertained by an Owner or Renter of a Lot. Guests may also include grooms or trainers hired by the Owner, Boarder or Renter so long as accompanied by an Owner, Boarder or Renter.

**Invitee:** A person regularly present on the Premises with the permission of an Owner, Tenant, or the Association.

**Permitted Use:** Shall mean the meaning set forth in Article I, Section 1.

**Renters:** Someone, in consideration of money, given exclusive use of the subject residence, stable, or facility (even to the exclusion of the Owner/landlord), except as may be limited by the terms of a lease. Generally, a Renter "steps into Owner's shoes" with respect to the leased property (except as limited by the lease), except as to matters of title.

**Trainer:** One who teaches or trains a horse or rider.


**[SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, this Agreement is made effective as of this \_\_\_\_\_ day of **SEPTEMBER**, 2011.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**DEVELOPER:**

**HATCHAWAY BRIDGE FARMS, LLC,**  
a South Carolina limited liability company

  
\_\_\_\_\_  
Witness No. 1

By:  (S.C.)  
Samantha Charles

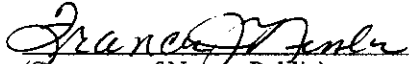
  
\_\_\_\_\_  
Witness No. 2

Its: Manager

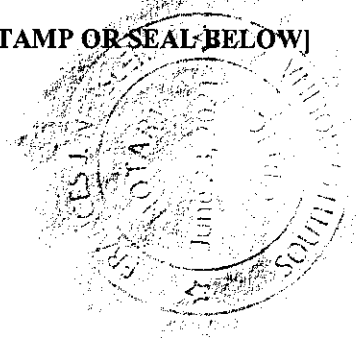
STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF AIKEN                    )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of **SEPTEMBER, 2011**, personally appeared before me the within-named **HATCHAWAY BRIDGE FARMS, LLC**, by Samantha Charles, its Manager, who acknowledged to me that she executed the foregoing Agreement; and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Agreement.

  
\_\_\_\_\_  
(Signature of Notary Public)  
Name: FRANK J. Nessler  
Notary Public for the State of South Carolina  
My Commission Expires: 6/23/2011

**[AFFIX NOTARY STAMP OR SEAL BELOW]**



259289v3