

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE PADDOCKS, SECTION ONE

THIS DECLARATION, made this 15th day of January, 2006, by the Triple Crown Club, LLC, a South Carolina limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of a certain property (the "Property") in Aiken County, South Carolina, located on White Pond Road, approximately eight (8) miles south of the Town of Aiken, more specifically shown and delineated as 28236 acres on a Plat prepared for the Triple Crown Club, LLC by Williams Group dated 1/12/06, last revised _____, and recorded 6-23-05 in the Office of the Register of Deeds for Aiken County in Plat Book 50 at Page 45 (the "Plat"), TMS No. 159-09-01-001 (portion of) this being the same property conveyed to the Declarant by Deed of George E. Cantelou, Jr., dated 6-24-05 and recorded in the Registry of Deeds for Aiken County on 6-24-05 in Book at Page 464; and 4002

WHEREAS, Declarant intends to develop the Property and any other real property which it may hereafter incorporate as a residential equestrian community; and,

WHEREAS, Declarant desires to provide for: (i) the ownership and maintenance of certain common areas created and/or, established within the confines of the Paddocks; and, (ii) the preservation of the values of the properties of the Paddocks; and, (iii) a vehicle for the administration and the enforcement of certain covenants and restrictions applicable to the Paddocks at the time Declarant transfers the common areas to the Paddocks Homeowners Association, Inc.; and,

WHEREAS, Declarant, at the conclusion of the development of Paddocks or such earlier time as the Declarant shall determine in its sole discretion, will cause to be incorporated under the laws of the State of South Carolina a nonprofit corporation, to be known as the PADDOCKS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth herewith; and,

WHEREAS, Declarant declares that the covenants contained herein shall be covenants running with the land and shall apply to the Property as described in the Plat and such additional lands owned by Declarant as may be added by incorporating this Declaration by specific reference. The Declarant reserves, in each instance, the right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application to this Declaration to lands owned by it and subjected hereto in the future.

NOW, THEREFORE, Declarant declares that the Property as described in the Plat be subjected to this Declaration, is, and shall be, held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges.

ARTICLE I DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Paddocks Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

(b) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are decded to the Association for the use and benefit of its Members. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property."

(c) "Declarant" shall mean and refer to Triple Crown, LLC as well as its successors and assigns, if the Declarant shall make and express conveyance of its rights as developer hereunder to such successor or assign.

(d) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements of the Paddocks, as the same may be amended, renewed or extended from time to time in the manner provided herein, which shall be filed for record in Registry of Deeds for Aiken County.

(e) "Lot" shall mean and refer to those portions of the Property shown and delineated as individual lots on the Plat or any subsequently filed plat subject to this Declaration.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as defined in Article IV.

(g) "Owner" shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the Register of Deeds of Aiken County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot located within the Paddocks.

ARTICLE II PLAN OF DEVELOPMENT

The Property shall be developed as a residential equestrian community. Each Lot may be improved with a single-family residential dwelling and such stables, barns, riding rings and other facilities ordinarily present in a residential equestrian community in conformity with the terms of this Declaration. The Property may also include Common Areas composed of entrance features, riding and walking trails, and such other community facilities as the Declarant may elect to include.

ARTICLE III ARCHITECTURAL CONTROL

No construction, which term shall include within its definition building, structure, fencing, staking, clearing, excavation, grading, erection of signs, driveways, or change in topography, and no landscaping, which term shall include within its definition plantings or removal of plants, trees, or shrubs shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, or alteration be made to existing improvements until the plans and specifications showing the nature, kind, shape, color, size, materials, and locations of such construction, landscaping, additions, or alterations shall be submitted to the Declarant for approval as to quality of workmanship and design and harmony of external design with existing or anticipated structures, topography, finish grade elevation, roads and common areas. Refusal or approval of plans, locations, or specifications may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall deem sufficient. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his improvements, or to paint the interior of his improvements any color desired. Declarant may charge a fee not to exceed two hundred dollars for each submittal, whether or not approval is granted.

In applying the foregoing and without limiting the Declarant's right to impose further restrictions, the Declarant will impose the following minimum restrictions:

[a] Each Lot shall be limited to one (1) single family residence with a minimum of 2,000 square feet of first floor heated interior space and a guest house or servants quarters.

[b] No structure shall be placed closer to 200 feet from the front lot line, 50 feet from either side lot line or 50 feet from the rear lot line. The Declarant may allow variances of up to ten percent (10%). Equine "run in" shelters may be placed closer to the rear and side lot lines with the approval of the Declarant.

[c] All fences visible from public ways, common property or to other Lots shall be traditional three or four board flat black equestrian fencing, excluding chain link, plastic or barb, hog or woven wire. Fencing shall be setback a minimum of 5 feet from any rear or side lot line.

[d] All accessory buildings or structures including barns, stables, garages, etc. shall be no closer to the front lot line than the residence constructed on the Lot.

[e] The exterior of the residence on the Lot must be constructed of brick, masonry, stucco, wood or other building material generally used in an upscale residential development.

Neither Declarant nor the Association shall be responsible or liable in any way for any defects in any plans or specifications, or for any structural defects in any work done according to such plans and specifications which it approves. FURTHER, NEITHER DECLARANT, NOR THE ASSOCIATION SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR THE ASSOCIATION TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

ARTICLE IV THE ASSOCIATION

1. Formation and Assignment of Powers. At the time all Lots have been sold or transferred to third-party purchasers or such earlier time as Declarant may elect, Declarant shall form a not-for-profit Association under the laws of the State of South Carolina. The sale of all Lots shall include Lots within any Additional Land which the Declarant elects to subject to this Declaration in its sole discretion. The Declarant may assign any or all its rights and powers hereunder, including without limitation, architectural control to the Association at any time. Upon said assignment(s) the Association shall succeed to the powers assigned.

2. Membership and Vote. Upon the formation of the Association, every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among the miselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Members may act by written proxy.

3. Governing Body. The Association shall be governed by a Board of Directors consisting of five (5) Members. The election of the Board of Directors shall be by the Members as provided in the By-Laws to be enacted by the Members consistent herewith on the formation of the Association.

4. Quorum Required for Any Action. At any meeting of the members of the Association called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty

percent (50%) of the total vote of the membership shall constitute a quorum. No meeting shall be held except on "proper notice" to each Member of not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

ARTICLE V COMMON PROPERTY ASSESSMENTS

1. Ownership and Maintenance of Common Properties. Prior to the formation of the Association, the Declarant shall own and maintain the Common Properties. After the formation of the Association, the Association shall own and maintain the Common Properties. The Declarant or the Association, whichever is the owner, shall pay any ad valorem taxes and maintain liability and casualty insurance on the Common Properties; and shall have the authority to promulgate and enforce rules and regulations regarding The Paddocks.

2. Assessments. Except as set forth elsewhere in the Declaration, Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Declarant prior to the formation of the Association and the Association thereafter: (1) regular annual assessments or charges; and (2) special assessments or charges for the purpose of maintaining, improving, insuring and paying taxes on the Common Properties. The regular annual assessment and special assessments together with such interest thereon and costs of collection therefor, including reasonable attorney fees, as hereinafter provided, shall be a charge and continuing lien on the Lot against which each such assessment is made. Each such assessment, together with assessed interest thereon and all costs of collection, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. The annual assessments provided for herein shall commence upon the purchase of the Lot by the Owner. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Declarant shall not be charged or required to pay assessments on unimproved Lots owned by Declarant.

At least thirty (30) days in advance of each calendar year, the Declarant or the Association shall fix the amount of the annual assessment and give written notice thereof to be sent to every Owner subject thereto. If any assessment is not paid by an Owner on or before its due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of the lesser of fifteen percent (15%) per annum and shall automatically and immediately (together with interest thereon as provided herein and all costs of collection, including attorney's fee) become a charge and continuing lien on the Lot, against which the assessment is made. The Declarant or the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees. Notwithstanding anything to the contrary herein, the annual assessment for 2006 through 2008, shall be \$100 per year.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section.

3. Owner's Easements of Enjoyment in Common Properties. Subject to the provisions of these covenants, the rules and regulations established from time to time by the Declarant or the Association, and any fees or charges established by the Declarant or Association, every Owner, Resident and Tenant shall have an easement of ingress and egress over all portions of the Common Properties and of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot.

4. Title to Common Properties. Declarant shall convey to the Association upon its formation, at no cost to the Association, by limited warranty deed that real property designated as Common Properties on the final, recorded plat of The Paddocks. Such conveyance shall be subject to all matters of record. Upon such conveyance, the Association shall immediately become responsible for all maintenance, taxes and insurance of the Common Properties.

ARTICLE VI USE RESTRICTIONS

1. Residential and Equestrian Use. Each Lot shall be used for single family residential (including a guest house or servants quarters) and related equestrian and recreational purposes. No business or commercial activity of any nature shall be maintained in any Lot, except a "home business" which does not employ non-residents of the Lot on which it is constructed and which does not increase traffic in the Paddocks may be maintained. However, until such time as Declarant has sold all of the Lots in The Paddocks, it may erect and maintain on any Lot which it owns a sales office.

2. Structures. Only those structures compatible with residential and related equestrian and residential uses shall be erected, placed or permitted to remain on any Lot, including one (1) single family residence, a swimming pool, barns, stables and garages, all subject to approval as set forth in Article III. No commercial, trailer, manufactured or modular structure shall be permitted on any Lot.

3. No Signs. No signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot, except as approved by the Declarant or Association, or as required by law.

4. Livestock and Pets. Only horses and ordinary domestic pets shall be kept on any Lot. No exotic, wild, vicious or dangerous species, as determined by the Declarant will be permitted on any Lot, nor will any animal be permitted which is vicious, a nuisance or unreasonably interferes with neighboring lots, by sight, smell, behavior or noise. No more than one (1) horse per acre of Lot will be allowed on any Lot.

5. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailers, trucks, buses, motor homes, recreational vehicles, motor scooters, go

carts, motor bikes and campers) other than conventional automobiles and pick-up trucks not used for commercial use, shall be parked or maintained on any Lot between the public right-of-way in front of the residence on the Lot and the rear of such residence. Any of such vehicles that are parked on any Lot will be screened from public view by structures or vegetation.

6. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

7. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot so as to not unreasonably disturb other residents of The Paddocks or to interfere unreasonably with the peace and enjoyment of the other Lots by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a lot which creates an annoyance or nuisance to the Owners or residents within The Paddocks. No Owner shall allow any disturbing noises on such Owner's Lot to interfere with the rights, comforts or conveniences of other owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of The Paddocks.

8. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers.

9. Subdivision: Lots may be combined into a single Lot, which shall be subject to the provisions hereof applicable to a Lot. No Lot may be subdivided or boundaries altered, except with the permission of the Declarant in its sole discretion. No Lot shall be of less than five (5) acres.

ARTICLE VII GENERAL PROVISIONS

1. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in The Paddocks, or any of them, jointly or severally, the Declarant or the Association shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, wherever there shall have been built or put in place on any Lot in The Paddocks any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expenses of the owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the 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, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

2. Reservation of Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community television antenna, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment, for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building; or (b) such portion of the Property as may be designated as the site for a building.

3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4ths) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and the distributing of the Common Property to individual Lot Owners subject to an appurtenant easement in favor of all other Lots.

4. Amendments. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) Lot in The Paddocks or has any Additional Land which may be annexed. The Association may amend this Declaration, after its formation, a vote of two-thirds (2/3rds) of its Membership

5. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions thereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Annexation. Notwithstanding the above, lands which are adjacent to the Properties (hereinafter referred to as "Additional Land") may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this Declaration. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional

Land. Declarant may extend streets, easements and rights-of-way, including Common Property to allow the connection of Additional Lands to the Paddocks.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration of Covenants, Conditions, Restrictions and Easements for The Paddocks to be executed in its name and its corporate seal affixed as of the 15th day of January, 2006.

WITNESSETH:

Thomas J. Beedle
Thomas J. Beedle

TRIPLE CROWN, LLC

By: [Signature]

Its: MEMBER

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF AIKEN

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he saw the within named Triple Crown, LLC by its authorized agent sign, seal and deliver the within written instrument 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

15 day of JAN, 2006

Thomas J. Beedle

Notary Public for South Carolina

My Commission Expires: 5/18/14

2006008325

RESTRICTIVE COVENANTS
RECORDING FEES \$15.00

PRESENTED & RECORDED:
03-15-2006 04:00 PM

JUDITH WARNER
REGISTERED BY MISSOURI CONVEYANCE
AIKEN COUNTY, SC

By: ELLEN COURSEY DEPUTY

BK:RB 4051

PG:2245-2253

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Judith V. Warner Clerk of S.M.C. for
Aiken County, South Carolina, do hereby certify
that the foregoing constitutes a true and correct
copy of the original document which has been filed
in my office.

29 day of Nov, 2012
Judith V. Warner
Clerk
Ellen Coursey
Deputy Clerk

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE PADDOCKS, SECTION ONE**

THIS FIRST AMENDMENT TO THE DECLARATION, is made this 1st day of March, 2019, by the Triple Crown Club, LLC, a South Carolina limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH

WHEREAS, Declarant recorded certain Declaration of Covenants, Conditions, Restrictions and Easements for The Paddocks, Section One in the Office of the Register of Deeds for Aiken County in Record Book 4051 at page 2245-2253 (hereinafter referred to as the "Declaration"). Declarant also recorded a Plat of The Paddocks recorded in the Office of the Register of Deeds for Aiken County in Plat Book 51 at page 115 (hereinafter referred to as the "Plat").

NOW, THEREFORE, The Declarant hereby amends the Declaration as follows:

A. Removal from Common Area: The "20' Wide Strip Reserved by Triple Crown Club, LLC as Common Area" shown on the Plat shall not be reserved as common area and the area shown within said Strip shall be added to the adjacent Lots as follows:

1. *Rear Lot Lines:* Where said Strip is located along the rear lot line of a Lot the side lot lines the Lot shall be extended through said Strip to the outer boundary of said Strip, incorporating the area within said Strip into the Lot, i.e. Lots 1, 2, 3, 4, 6, 7, 8, 9, 10A, 10B and 11 lying to the east of Paddock Club Parkway (Block "A") and Lots 2, 3, 4, 5, 6 and 9 lying to the west of Paddock Club Parkway (Block "B") as shown on the Plat. Lot 10 to the west of Paddock Club Parkway (Block "B") as shown on the Plat shall be added to Lot 11.

2. *Side Lot Lines:* Where the said Strip is located along side lot lines between two Lots, the area within the Strip shall be added to the adjacent Lots shown on the Plat as follows: The area within said Strip between Lots 7 and 8 lying to the east of Paddock Club Parkway (Block "A") shall be divided equally between Lots 7 and 8; the area within said Strip between Lots 6 and 7 lying to the west of Paddock Club Parkway (Block "B") shall be divided equally between Lots 6 and 7; the area within said Strip between Lots 10 and 11 lying to the west of Paddock Club Parkway (Block "B") shall be added to Lot 11; and the area within said Strip between Lots 13 and 14 lying to the west of Paddock Club Parkway (Block "B") shall be added to Lot 13.

2019005098
AMENDED COVENANTS
RECORDING FEES \$10.00
PRESENTED & RECORDED:
03-01-2019 11:50 AM
JUDITH WARNER
REGISTER OF MORTGAGE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4765
PG: 684 - 687

3. *Individual Plats*: The foregoing alterations to the Lots and Riding Trail Easements, described below, shall be shown in detail on individual plats to be recorded for each Lot at the time it is first conveyed.

B. Riding Trail Easements: The Declarant reserves a twenty (20) foot wide riding trail easement within the boundaries of the "20' Wide Strip Reserved by Triple Crown Club, LLC as Common Area" shown on the Plat for the benefit of the Association and each Lot within the Paddocks, including without limitation any Lots within property annexed into the Paddocks and made subject to the Declaration. In addition the Declarant reserves a twenty (20) foot wide riding trail easement across other property of the Declarant from the terminus of said Strip between Lots 1 and 2 lying to the west of Paddock Club Parkway to the Paddock Club Parkway and from the terminus of said Strip between Lots 13 and 14 lying to the west of Paddock Club Parkway to the Paddock Club Parkway, to be located as the Declarant may provide from time-to-time. (Hereinafter collectively the Riding Trail Easements.)

The owner of each Lot shall keep the area within the easement mowed and free of obstructions or other hazards. Other required maintenance shall be performed by the Declarant until such time as the Association is formed at which time the Association shall assume all responsibility for other maintenance. "Other maintenance" shall include the street lighting, Temporary Riding Trails and the Arena located at the South West corner of the intersection of Trials Trail and Paddock Club Parkway. The Declarant may impose such rules to facilitate the use, enjoyment and maintenance of the Riding Trail Easements and the Arena as it deems appropriate, in the sole discretion, from time-to-time, which shall be binding upon all users of the Riding Trail Easements.

C. Architectural Control: Article III, "Architectural Control" (a) and (c) shall be deleted in its entirety and the following substituted in lieu thereof:

(a) Each Lot shall be limited to one (1) single family residence with a minimum of 2000 square feet of first floor heated interior space and a guest house or servants quarters of 1200 square feet. Upon submittal of a site plan for review by Declarant or Association, lesser square footage for residence may be approved.

(c) All fences visible from public ways, common property or other Lots shall be traditional three or four board flat black equestrian fencing, excluding chain link, plastic or bar, hog or woven wire. However, "no-climb" fencing may be used only when attached to the inside of the three or four board fence. Fencing shall be setback a minimum of 10 feet from any side lot line and shall be setback 20 feet from any rear lot line unless otherwise indicated on individual detailed plat.

D. Assessments: Article V, "Common Property Assessments", "2. Assessments." shall be deleted in its entirety and the following substituted in lieu thereof:

"2. Assessments". Except as set forth elsewhere in the Declaration, Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Declarant prior to the formation of the Association and the Association thereafter: (1) regular annual assessments or charges; and (2) special assessments or charges for the purpose of maintaining, improving, insuring and paying taxes on the Common Properties. The regular annual assessment and special assessments together with such interest therein thereon and cost of collection therefor, including reasonable attorney fees, as hereinafter provided, shall be a charge and continuing lien on the Lot against which each such assessment is made. Each assessment, together with assessed interest thereon and all costs of collection, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. The annual assessments provided for herein shall commence upon the purchase of the Lot by the Owner. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Declarant shall not be charged or required to pay assessment on unimproved Lots owned by Declarant. At least thirty (30) days in advance of each calendar year, the Declarant or the Association shall fix the amount of annual assessments and give written notice thereof to be sent to every Owner subject thereto. If any assessment is not paid by an Owner on or before its due date, then such assessment shall become delinquent, shall bear interest from past due date until paid at the rate of the lesser of fifteen percent (15%) per annum and shall automatically and immediately (together with interest thereon as provided herein and all costs of collection, including attorney's fee) become a charge and continuing lien on the Lot, against which the assessment is made. The Declarant or the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees. Notwithstanding anything to the contrary herein, the annual assessment for 2018 through 2019 shall be \$200 per year and shall remain the same until this Declaration is amended by the Declarant or Association.

E. Annexation: Article VII, "GENERAL PROVISIONS", "6. Annexation." shall be deleted in its entirety and the following substituted in lieu thereof:

"6. Annexation". Notwithstanding the above, lands which are adjacent to the properties (hereinafter referred to as "Additional Land") may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this

Amended Declaration. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or any other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land. Declarant may extend streets, easements and rights-of-way, including Common Property to allow the connection of Additional Lands to The Paddocks.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has caused this First Amendment to the Covenants, Conditions, Restrictions and Easements for The Paddocks, Section One to be executed in its name and its corporate seal affixed as of the 1st day of March, 2019.

WITNESSES:

Guy P Ward
Guy P Ward
Darius Ross
Darius Ross

TRIPLE CROWN, LLC

By: G.E. Cantelero, Jr.
G.E. Cantelero, Jr.

Its: _____ Member _____

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PROBATE

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he saw the within named **Triple Crown, LLC** by its authorized agent sign, seal and deliver the within written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above witnesses the execution thereof.

SWORN to before me this
1st day of March, 2019.

Darius Ross
Notary Public for South Carolina
My Commission Expires: 10/29/2027

DARIUS ROSS
Notary Public, State of South Carolina
My Commission Expires 10/29/2027

Guy P Ward
Guy P Ward

Return to:
Hull Barrett, PC (WHT)
Post Office Box 517
Aiken, SC 29802
File # 4967-4414

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR**

THE PADDOCKS, SECTION ONE

This Second Amendment to the Declaration is made this 29th day of August, 2022, by the Triple Crown Club, LLC, a South Carolina Limited Liability Company (hereinafter referred to as the "Declarant"), and George E. Cantelou, Jr., individually (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, Restrictions, and Easements for The Paddocks, Section One, in the Office of the Register of Deeds for Aiken County in Record Book 4051 at page 2245 (hereinafter referred to as the "Declaration"). Declarant also recorded a Plat of the subject property for The Paddocks, Section One, in Plat Book 51 at page 115 in the Office of the Register of Deeds for Aiken County; and

WHEREAS, Declarant filed a First Amendment to the Declaration on March 1, 2019 in Record Book 4765 at page 684 in the Office of the Register of Deeds for Aiken County; and

WHEREAS, the Article VII, paragraph 6 of the Declaration, as amended, contemplates the annexation of additional properties adjacent to The Paddocks, Section One; and

WHEREAS, the Owner, individually, is the owner of record of adjacent property more particularly shown on a plat prepared by Curtis E. Coleman, III, PLS, dated August 8, 2022, and recorded in Plat Book 64 at page 297 in the Office of the Register of Deeds for Aiken County and described in Exhibit A attached hereto and incorporated herein by reference, which has been subdivided into five (5) lots and a common area, and Owner wishes to subject the adjacent property to the plan and operation of the Declaration which shall extend the operation and effect of the Declaration to such adjacent property and, after filing this Second Amendment, such adjacent property shall fall within the definition of "Property" as set forth in the Declaration.

NOW, THEREFORE, the undersigned Owner subjects the adjacent property titled in his individual name and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, to the plan and operation of the Declaration. The operation and effect of the covenants, conditions, restrictions, and easements contained in the Declaration, as amended, shall henceforth fall within the definition of "Property" to include the property described in Exhibit A.

This Second Amendment to the Declaration is a self-executing amendment and addition to the Declaration pursuant to the authority granted in Article VII, paragraph 6, of the Declaration and shall become effective upon its recordation on the public records of Aiken County.

Except as modified, supplemented, or changed hereinabove, or as previously modified, supplemented, or changed, the said Declaration described above is reaffirmed, restated, and in full force and effect.

Dated at Aiken, South Carolina, this 29th day of August, 2022.

Witness:

[Signature]
William H. Tucker
[Signature]
[Signature]

[Signature]
George E. Cantelou, Jr., individually,
As Owner

Triple Crown Club, LLC
A South Carolina Limited Liability Company
As Declarant

by: [Signature]
George E. Cantelou, Jr., Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, William H. Tucker, a Notary Public for the State of South Carolina, do hereby certify that **GEORGE E. CANTELOU, JR., individually and as the sole Member of Triple Crown Club, LLC, a South Carolina Limited Liability Company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of August, 2022.



[Signature]
Notary Public for South Carolina
My commission expires: 1/5/2027

EXHIBIT A

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being south of the City of Aiken in Aiken County, South Carolina, **containing 69.87 acres made up of Lots 1 through 5, and a common area containing 5.87 acres**, as more particularly shown and designated on a plat prepared by Curtis E. Coleman, III, PLS, dated August 6, 2022 and recorded in Plat Book 64 at page 297 in the Office of the Register of Deeds for Aiken County, reference being made to said plat for a more complete description thereof.

Being a portion of the property conveyed to George E. Cantelou, Jr. by deed of Banks Mill General Partnership, a South Carolina General Partnership, dated May 12, 1994 and recorded in Deed Book 1500 at page 232 in the Office of the Register of Deeds for Aiken County.

Tax parcel number: a portion of 142-12-01-001

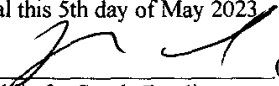
State of South Carolina)

County of Aiken)

Acknowledgement

I, Moses P. V. H. C., a Notary Public of the State of South Carolina, do hereby certify that G.E. Cantelou, Jr. individually and who acknowledged he to be the Sole Member of Triple Crown Club LLC, a South Carolina Limited Liability Company, and that they as such, being authorized to do so, personally appeared before me and having satisfactorily proven to be the person(s) whose name(s) are/ is subscribed above, has acknowledged the due execution of the foregoing instrument by signing the name of the Company by themselves/themselves as Member(s).

Witness my hand and official seal this 5th day of May 2023.


(L.S.)
Notary Public for South Carolina
My Commission Expires: 1-12-26

2023019236

AMENDED COVENANTS
RECORDING FEES \$25.00

PRESENTED & RECORDED:

09-01-2023 08:30 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC

BY: QUINLAN BATES DEPUTY

BK: RB 5110

PG: 845 - 847

**FOURTH AMENDMENT TO
DECLARATIONS OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS APPLICABLE TO THE PADDOCKS**

Whereas, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to The Paddocks hereinafter (Document) was filed by instrument recorded on March 15, 2006, in Record Book 4051, page 2245, amended in Record Book 4765 at page 684, Record Book 5044, page 701 and Record Book 5088, Page 2170 (Amendments) records of Aiken County, South Carolina, and

Whereas, the undersigned is the Developer of in the subdivision, and

Whereas, pursuant to Article VII General Provisions, paragraph 4 of the Document recorded in Record Book 4051 at page 2245, the undersigned wishes to amend the above referenced Restrictions as follows:

1. **Article V, COMMON PROPERTY ASSESSEMENT CONCERNING THE COMMUNITY ARENA, ADD ITEM 5.** No property owner shall use the Community Arena for commercial use of any kind.
2. **Article VI, USE RESTRICTIONS, ITEM 1, Residential and Equestrian Use shall be deleted and replaced with the following:** Each Lot shall be used for single family residential (including a guest house and/or barn) and related equestrian and recreational purposes. Commercial businesses in general are not permitted. However, commercial equestrian activities, including, boarding, breeding, training and sales, are permitted provided that they do not constitute a nuisance to other residents of the subdivision and if the nature and scope of the endeavor as well as the proposed lot or tract location of said activities are approved by the Developer. Commercial kennels for boarding, breeding, training and sales of canines or commercial facilities of any kind for other animals (except horses) are prohibited. No ovine, bovine, pig, roosters, 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 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. Animal waste products including shavings and bedding materials may not be dumped on property easements, trails, trail buffer areas, common elements areas or undeveloped lots under any circumstances. However, until such time as Declarant has sold all of the Lots in The Paddocks, it may erect and maintain on any Lot which it owns a sales office.

3. **Article VI, USE Restrictions, Item 4, Livestock and Pets shall remain as is with the following addition:** For purposes hereof, stable pets are defined as goats, chickens (no roosters), mules, donkeys and pot-belly pigs. Additional animals including exotic (non-domesticated) pets may only be maintained within the subdivision if approved in writing by the Declarant.
4. **Article VI, USE RESTRICTIONS, ITEM 7, Disturbing Others shall be remain as is with the following addition:** For purposes hereof, anything tending to cause or result in excessive noise emanating from a lot (including all fireworks) as well as the discharge of any firearm shall be considered a noxious and offensive activity and shall be expressly prohibited.
5. **Article VI, USE RESTRICTIONS, ITEM 8, Rubbish and Trash shall be amended as follows:** No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and shall be kept in adequate sanitary containers. No dumpsters shall be used on a permanent basis. No outside burning of vegetative debris, trash, garbage or other refuse shall be permitted on any lot. Outdoor cooking over life fire or smoking of food, outdoor fireplaces and fire pits (propane, wood or natural gas fuel types) are permitted subject to applicable state and local laws, ordinances and regulations.
6. **Article VII, GENERAL PROVISIONS, ITEM 3 (C) (c), Rubbish and Trash shall be amended as follows:** All fences visible from public ways, common property or other Lots shall be traditional three (3) board wooden flat black equestrian fencing. However, "no climb" fencing may be used only when attached to the inside of the three (3) board fence. Fencing shall be setback a minimum of 10 feet from any lot line and shall be setback 20 feet from any rear lot line unless otherwise indicated on individual detailed plat.

In all other respects the above Restrictions shall remain in full force and effect.

[Remainder of page intentionally left blank. Signature page follows]

Done at Aiken, South Carolina this 29th day August, 2023.

Signed, sealed and delivered

In the presence of:

Triple Crown Club, LLC

Nancy M. Starks

By: George E. Cantelou, Jr. L.S.
George E. Cantelou, Jr. Member

[Signature]

George E. Cantelou, Jr. L.S.
George E. Cantelou, Jr., Individually

State of South Carolina)

Acknowledgement

County of Aiken)

I, Morris Rudnick, a Notary Public of the State of South Carolina, do hereby certify that George E. Cantelou, Jr. individually and who acknowledged he or she be the Members of Triple Crown Club LLC, a South Carolina Limited Liability Company, and that they as such, being authorized to do so, personally appeared before me and having satisfactorily proven to be the person(s) whose name(s) are/ is subscribed above, has acknowledged the due execution of the foregoing instrument by signing the name of the Company by themselves/themselves as Member(s).

Witness my hand and official seal this 29th day of August, 2023.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 1.12.26