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 AMENDED COVENANTS
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 JUDITH WARNER
 REGISTER OF MENSURE CONVEYANCE
 AIKEN COUNTY, SC
 BY: JENNIFER MATHIS DEPUTY
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STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
)
) PROTECTIVE COVENANTS OF
 COUNTY OF AIKEN) THREE RUNS PLANTATION

THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS is made and published this 8th day of August, 2014 by TR Sales Plantation, LLC (successor-in-interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, the Developer is the owner of the property described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Three Runs Plantation has matured in its development since inception and the Developer and the Three Runs Plantation Homeowners Association, Inc. with the intent to eliminate redundancy and improve the efficiency and clarity of the document, herein issue this Amended and Restated Declaration of Protective Covenants of Three Runs Plantation, which amends, consolidates and restates all previously issued Protective Covenants applicable to Three Runs Plantation; and

WHEREAS the Developer and those parties having previously been conveyed lots, tracts or parcels within Three Runs Plantation, have determined that it would be appropriate to establish and continue the development of Three Runs Plantation as a private residential community; and

WHEREAS, the Developer is continuing to develop on said property a residential equestrian community to be known as Three Runs Plantation and hereinafter referred to as "Three Runs" 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 Three Runs; and

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

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

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

ARTICLE I
RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures

All of the above-described lots shall be used for residential purposes only. This includes, but is not limited to, the erection of one detached main dwelling, barn or barn with living quarters attached, guest house, etc. The Architectural Control Committee ("ACC"), as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in Three Runs shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.

2. Altering Lot Boundaries

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

(1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

3. Location of Buildings/Rccreational Amenities on Lot

It is the intention of the Developer that the ACC allow the construction of structures to be erected on any lot in Three Runs in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Three Runs. However, no building, swimming pool or other recreational amenities of any kind or character shall be erected on a lot within:

- One hundred (100) feet of front (road curb)
- Twenty-five (25) feet of any rear property line
- Fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must also be setback ten (10) feet from all fence lines

To the extent that any setbacks as shown on a recorded plat are more restrictive than the setbacks set forth above, the setbacks as shown on the recorded plat shall prevail. The foregoing notwithstanding, a riding arena does not constitute a recreational amenity for which such setbacks are applicable, except that the setbacks applicable to fences must still be observed. If any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 2 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

4. Construction Order of Improvements

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

5. Zoning Restrictions

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

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in Three Runs as may be delegated to it under the charter and by-laws of the Association and as may now or hereafter by amendment be additionally bestowed upon it by terms hereunder. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the 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 the same as it may, in its discretion deem proper. No construction, landscaping, or erection of any improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. Neither the ACC nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved, nor for any structural or other defects in any work done according to such plans and specifications. In addition, approval by the ACC does not provide any guarantee that said plans will be approved by the applicable building department nor does it act as a waiver for such approval. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with its surroundings and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, storage sheds, barns, guest cottages and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main dwelling.

Building plans and specifications submitted to the ACC shall consist of not less than the following:

Site and Grading Plan

- Site plan showing location and orientation of all buildings (to scale) on the site, with all setbacks indicated.
- Site plan should also include location of driveways, service courts, any future proposed building additions and parking

Foundation Plan

- Foundations plans drawn to scale. Slab-on-Grade construction will be discouraged as a general rule. However, this type of foundation construction may be considered based on special need and is subject to ACC approval

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Elevation Plans

- All sides of all exterior walls on all structures

Specifications

- Materials specifications and samples to include roofing, masonry, siding, and driveway/parking material must be submitted with plan application. Color samples planned for each/all materials elements of the structure plans including exterior walls, trim, and any other exterior accents must be included. Paint color samples must be 1 sq. ft.

Landscaping/Irrigation System Plans

- Site plan showing location of all landscaping beds, lawn areas, natural areas for lot or tract
- Materials specifications for all trees, plants, shrubs
- Site plan showing location of irrigation system piping and sprinkler heads.

Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor so licensed by the State of South Carolina.

The ACC shall establish a reasonable fee to cover the cost of the review of all plans and specifications submitted hereunder. Such fee shall be due and payable simultaneous with the submittal of the plans and specifications for review and shall be nonrefundable even if plans and specifications are denied and/or withdrawn from review for any reason.

2. Preservation of Trees and Vegetations

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Three Runs, no tree more than eight (8) inches in diameter at its base may be removed from a lot or property equestrian easement at any time without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site, the owner must stake on the lot the proposed location of the planned improvements and mark all trees to be removed for inspection by the ACC. The preliminary stakeout must be updated to reflect any proposed changes in the location of improvements, driveways or any additional trees to be removed.

All trees and vegetation to be trimmed must be clearly marked in order to obtain approval for the ACC. With prior written approval of the ACC, the existing trees and vegetations may be trimmed a minimum amount to allow views from the home. Clear cutting for a view is not allowed and the subtle beauty of a view through the trees is encouraged.

3. Garages and Carports

Garages may not face (open) to the front (roadway) of the lot except when its size, location or topography requires it and prior written approval has been received from the

ACC. All garage doors must be equipped with automatic garage door openers and all garage doors must be kept down or closed except when persons or vehicles are immediately entering or exiting said garage

Carports will be discouraged as a rule. The location, elevation view and appearance will be considered depending on the necessity of the structure.

4. Completion of Construction Within One Year

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except where such delay is due to a force majeure event, including, but not limited to, strikes, fire, natural emergency, or natural calamity.

5. Roofs

Roofs on all structures shall be constructed of high quality architectural or laminated shingles. No three tab shingles shall be approved. Metal roofing is permitted with prior ACC approval of style and color.

6. Fences and Hedges

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any area within an equestrian easement without prior written approval of the ACC. In addition, no fence, hedge, wall, shrub, bush tree or other similar structure, natural or artificial may be erected or allowed to remain on a lot which obstructs the vision of any motorist on any adjacent street or lane or creates a traffic hazard. No fences, hedges, walls or other similar structure, natural or artificial, shall be permitted except as outlined in the Property Easements/Setbacks guidelines which are incorporated in full and attached hereto. In the event any of the aforesaid are erected in a location that has not been approved or that otherwise obstructs any easements or setbacks as designated in the Property Easements/Setbacks guidelines, the lot owner must remove and/or relocate such obstruction within thirty (30) days after receiving notification of the violation from the Developer, Association or ACC. In the event that said lot owner fails to take the necessary corrective action within said thirty (30) day time period, the Developer or the Association or the ACC have the right to enter upon the property where such violation exist and summarily abate or remove the same at the expense of the owner. No fence, wall, hedge or similar structure on any lot shall be constructed or maintained which is either more than seven (7) feet in height or higher than that allowed by ordinance currently enforced by applicable governmental ordinance, whichever is less. All fences shall be of a uniform three or four board wooden design painted a flat black. Some types of "no-climb" fence material may be allowed if painted black and with prior written approval of the ACC. The use of a fence made solely of woven wire, barbed wire, hog wire, chain link or plastic is strictly prohibited, except that alternate types of fencing which are suitable for the intended purpose may be erected if approved in writing by the ACC.

7. Membership in the Architectural Control Committee

Membership in the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to these Declarations have been sold to a third party by Developer unless said Developer shall in its sole discretion earlier assign its rights of appointment to the Association. Thereafter, the Developer shall assign right of appointment to the ACC to the Association.

ARTICLE III
LAND USE RESTRICTIONS

1. Animals

Horses, stable pets and household pets shall be permitted within the subdivision provided that the number of each is limited so as not to constitute a nuisance to other residents of the subdivision. For purposes hereof, stable pets are defined as goats, chickens, mules, donkeys and pot-belly pigs. Additional animals including exotic (non-domesticated) pets may only be maintained within the subdivision if approved in writing by the Association. All animals housed on a lot must be maintained in good condition and health and must be provided access to adequate food, clean water and veterinary care as reasonably necessary. No animals of any kind may be kept or maintained on any lot or tract without a person(s) in full-time residence on that lot or tract.

Commercial equestrian activities, including, but not limited to, 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 pre-approved (before sale of land) 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, chicken, 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.

No vicious or dangerous animals may be kept on any lot or tract. All dogs and other animals must be fenced or otherwise contained on their owner's property. When not on private property all dogs must be controlled by their handlers through a restraining leash. The term "vicious" shall mean any animal: (i) with a propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise endanger the safety of human beings or domestic animals; (ii) that attacks a human being or domestic animals without provocation; (iii) that is owned or harbored primarily or in part for the purpose of fighting or that is trained for fighting; (iv) whose behavior or temperament constitutes a risk of

injury to a person or another animal; or (v) that evidences an abnormal inclination to attach persons or other animals. In the event of any dispute as to what constitutes a "vicious" animal, the Association's determination shall be final and binding.

2. Vegetable Gardens

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

3. Screened Areas for Unsightly Items

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, dog pcns and other unsightly objects may be maintained except in service areas that conceal them from view from streets and adjacent lots. Plans for such service areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Service areas of individual homes must be carefully planned to screen from view the aforesaid items, as well as any other mechanical equipment or items of storage servicing a lot.

Satellite television reception dishes must be located in the service area as defined above and totally screened from the road and adjacent lots. The installation and location of any satellite reception dishes must be approved by the ACC prior to their erection.

4. No Dumping or Rubbish

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

5. Trucks, Trailers, Mobile Homes

No parking of trucks, trailers or mobile homes shall be permitted on the streets, lots or other portions of Three Runs except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. In no event are any persons permitted to reside overnight in trailers or mobile homes within Three Runs without prior written approval from the Association. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stored or parked in the rear yard so that they are not visible from any street.

6. Hobbies

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

7. Driveways and Walks

No breaks shall be made in any curb or gutter on or adjacent to the right of way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as concrete, asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity

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

For purposes hereof, anything tending to cause or result in excessive noise emanating from a lot as well as the discharge of any firearms shall be considered noxious and offensive activities and shall be expressly prohibited hereunder.

9. Signs and Mailboxes

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Three Runs by anyone (including, but not limited to, an owner or realtor, a contractor or subcontractor) except the Developer or the Association, except with the written permission of the ACC or except as may be required by legal proceedings. The ACC has established a mandatory and uniform sign template that must be used for all Realty signage within Three Runs, the cost of which shall be at the sole expense of the lot owner or its agent. In addition, the ACC hereby limits the number of signs that may be erected on a lot any time. One (1) sign in the template design used by a Realtor during times when a lot is being actively marketed for sale and one (1)

builder/contractor sign of not more than sixteen (16) square feet used by the contractor during the construction period.

The mailbox and its stand as well as any property identification signs for each lot may not be erected until they have been approved in writing by the ACC.

10. No Interference with Streams

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC, as well as any applicable governmental entity having jurisdiction over the same.

11. Use of Ponds and Streams

No owner, whether or not his property is bounded by the waters of a lake, pond, river, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in and to the lakes, ponds, river, streams or creek within Three Runs or the beds, waters or surfaces thereof.

12. Maintenance of Lots

All lots, including vacant lots, must be maintained in a clean and first class condition. This includes, but is not limited to, regular mowing of all lawns and paddock areas, bush hogging of natural areas, controlling weeds in all landscaped bedding areas, trimming along fence lines and around all trees and keeping the same free from any trash, debris or accumulation of other items on said lot. In the event that an owner does not maintain said owner's lot(s) in such first class condition, the Association shall be entitled to perform the necessary work to said lot to bring it up to an acceptable condition in the Association's sole discretion and any costs so incurred by the Association shall be treated as assessments in accordance with Article VI.

All improvements (including, but not limited to, fencing and buildings) must be maintained in first class condition at all times, including but not limited to, painting as necessary and replacing any broken glass or rotten wood. In the event that an owner does not maintain said improvements in such condition, the Association shall be entitled to perform the necessary work to the improvements to restore them to a condition that is acceptable to the Association and in keeping with the standards set forth herein and any costs so incurred by the Association shall be treated as assessments in accordance with Article VI.

13. Drainage and Runoff

All temporary and permanent grading on a lot shall be performed so as to allow for proper drainage, to properly manage the flow of storm water run-off and to control erosion. At all times, including periods of construction, no sediment is permitted to wash onto or accumulate on adjacent lots, adjacent property, bodies of water, onto the streets, or to otherwise adversely affect any of these areas or structures. In the event that any owner fails to comply with this provision, the Association may perform such remedial work as may be necessary and the costs so incurred by the association shall be treated as an assessment in accordance with Article VI

ARTICLE IV RESERVATIONS OF EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the ten (10) feet from the front, rear and side lot lines of each lot and over all areas designated as easements upon the aforesaid plat of Three Runs; provided, that in the event of re-subdivision of any of the said lots under the provision of Paragraph 2 Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved. The Developer and/or the Association shall have the right to assign its interests in such reserved utility easements to utility or service providers as well as applicable governmental entities as necessary for the installation, procurement, repair and replacement of utilities and services to serve the owners within the development

There are hereby established equestrian/pedestrian easements for the use and enjoyment of all lot owners in the subdivision. Such easements are established as outlined in the Property Easements/Setbacks guidelines which are incorporated in full and attached hereto. To the extent that any recorded plats set forth easements thereon with larger than those set forth in the Property Easements/Setbacks guidelines, the easements on the recorded plat(s) shall prevail. Said easements shall be parallel with and contiguous to each exterior boundary of all lots within the subdivision and such other places and dimensions as may be shown on the aforesaid plat. The owners of lots over which the equestrian/pedestrian easements are located shall erect no improvements and allow no obstructions within the easement area. Lot owners shall be required to keep all such easements as outlined in the Property Easements/Setbacks guidelines which are incorporated in full and attached hereto. Only equestrians and pedestrians shall be permitted on the equestrian/pedestrian easements. Carriage driving is a permitted activity on the roads and equestrian easements with Three Runs, Pedestrians shall yield the right of way to horses at all times on said easements. No bicycles or motorized vehicles shall be permitted on said easements, except that motorized vehicles may be permitted on said easements solely for maintenance purposes, lot sales and marketing purposes, and in the event of an emergency.

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

1. Membership

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

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

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

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

2. Membership Use of Amenities

All non-members must be accompanied by a member at all times when using the amenities within Three Runs, including, but not limited to, swimming pools, clubhouse, outdoor pavilion, picnic shelters, fitness center, trails, riding arenas and equestrian training areas. In no event may non-members unreasonably interfere with a member's use and enjoyment of the amenities of Three Runs, whether due to the conduct of said non-member(s) or the number of non-member(s) attempting to use said amenities. In the event of a breach of this provision, said non-members may be banned from further use of said amenities. In addition, said amenities shall be governed by such additional rules and regulations as may be promulgated by the Association from time-to-time and either posted at the site of the amenities or distributed to members and said rules and regulations shall be deemed to be incorporated herein and given the same force and effect if written herein.

3. Non-Owner Members

For so long as Developer owns the common areas and land upon which the amenities within Three Runs are situated, Developer shall have the right to allow non-lot owners to become members of the Association, which entitles them to use of the amenities and pedestrian/equestrian easements within Three Runs, provided that said non-lot owners pay the same annual assessments as lot owner members and further provided that the number of non-lot owner members is limited so as to not unreasonably interfere with a lot owner member's use and enjoyment of the amenities and equestrian/pedestrian easements. For purposes hereof, Developer has heretofore conveyed certain membership privileges to Fossil Ridge Pre-Cast, LLC, its successors and assigns, in accordance with that certain agreement recorded in Record Book 4012, page 1309, Aiken County Records. Once Developer transfers ownership of the common areas in accordance with Paragraph 4 of Article VI, the Association thereafter assumes such right to offer non-lot owner memberships, which right shall be exercised by the Association in its reasonable discretion; provided, however, that the Association may not revoke the membership privileges of non-owners previously granted membership status unless voluntarily relinquished by said non-owner members.

4. Duties of the Association

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

5. Developer Rights with Respect to Amenities

Developer reserves the right until the developer shall have conveyed ninety-five (95%) percent of the residential lots within Three Runs as currently exist or are hereafter created (or such earlier time as may be determined by the developer) to make such changes, additions or deletions to the amenities within Three Runs as Developer deems prudent in Developer's sole discretion. Developer makes no representations of any kind as to the kind or type of amenities to be constructed within Three Runs, nor as to the completion date of any such amenities.

ARTICLE VI

COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment

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

Each residential building lot on the aforementioned plat of Three Runs shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due.

2. Amount of the Assessment

The fiscal year of the Association shall be the calendar year. Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association provided, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed at One Thousand Five Hundred and No/100 (\$1,500.00) Dollars per lot subject to be changed by majority vote of Class A members at the annual meeting of the Association. In the event that a member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, shall only be subject to the imposition of dues and assessments calculated for a single lot. Also, special assessments may be imposed by a majority vote of Class A members at the annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on the first day of January of each year. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessments

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

- A. Maintenance of entrance sites, entrance ways, medians, common areas, drainage retention basins and green space of Three Runs;
- B. Maintenance of the riding trails, equestrian/pedestrian easements, riding arenas, equestrian training areas and common recreation areas associated with the subdivision;
- C. Maintenance of all associated utilities, including charges for electric service;
- D. Maintenance of the other recreational amenities within the subdivision, including clubhouse, outdoor pavilion, picnic shelters, swimming pools, fitness center;
- E. Maintenance and repair of all roadways
- F. For such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- G. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Working Capital Contribution

Upon the sale of any residential lot or tract (single purchase) by the Developer, said purchaser shall pay to the Association the sum of One Thousand and No/100 Dollars (\$1,000.00) as a working capital contribution to the Association. Such working capital contribution is presently fixed at One Thousand and No/100 (\$1,000.00) Dollars per lot or tract (single purchase) subject to be changed by majority vote of Class A members at the annual meeting of the Association. Said working capital contribution shall be held in a separate account by the Association and shall be used by the Association to meet unforeseen expenditures or to acquire additional equipment, services or improvements for the benefit of the members.

5. Dedication of Common Areas and Green Space

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

6. Priority of Liens

All sums assessed hereunder but unpaid shall constitute a lien on the lot for which said assessments are due from the time that such assessments are assessed and shall be prior to all other liens except duly executed mortgages that are recorded prior to notice of a delinquent assessment lien being recorded in the real estate records for Aiken County.

ARTICLE VII
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

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

In the event the Developer, the Association, the ACC or the owners of any lot or lots in Three Runs shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and cost of

such actions in an amount to be determined by the court of competent jurisdiction hearing same.

Each lot within Three Runs 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 that any owner fails to pay the assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect the delinquent 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. In addition, any annual or special assessment or charge shall accrue interest at the rate of One and One-half Percent (1.5%) per month from the date due until paid in full.

ARTICLE VIII COMMON EASEMENTS

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

ARTICLE IX ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Additional Property

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

2. Right to Extend Street, etc.

The Developer reserves for itself, its successor and assigns as the case may be, the right to extend the street, utilities, storm drainage systems, and water and sanitary

sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth, and further reserves the right to cause water, whether surface or otherwise, and whether concentrated and collected or not to flow into the easements as shown on the aforementioned plat from said additional real estate.

3. Extension of Equestrian Easement/Designated Trail Buffers

Upon the addition of contiguous real estate to the development as herein provided, equestrian easements and/or trail buffers may be altered by the Developer to reflect the different character, if any, of said additional real estate.

ARTICLE X
SEVERABILITY CLAUSE

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

ARTICLE XI
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2016, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declaration shall be placed on record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina, in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes and easement may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

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

So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein

set forth in accordance with Article IX of these declarations, the Developer as well as its successors and assigns, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exception to these Declarations and to waive, repeal or vary these Declarations in anyone or more respect whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Three Runs as a residential area and would not result in any restrictions or setbacks being more restrictive or any easements being increased on a particular lot without the prior consent of either (i) the affected lot owner or (ii) fifty percent (50%) of the lot owners within the subdivision.

ARTICLE XII
LIMITATION OF LIABILITY

Each owner, by their purchase of a lot, expressly assumes the risks associated with the owner's use or the owner's family's, tenants', invitees', guests' or licensees' use of the amenities and the equestrian easements. The owners further agree that neither the Developer nor the Association nor the owners of any lot upon which amenities or equestrian easements are located shall be liable to any persons claiming any loss or damage, including without limitation, indirect, special or consequential damages arising from personal injury or destruction of property resulting from use of the amenities or the equestrian easements. In addition, each owner as well as every other person or party that uses the equestrian amenities shall be solely responsible, at such parties expense, for obtaining general liability insurance that covers such persons and parties for all injuries, death and/or property damage sustained while using any of the amenities or equestrian easements and this shall be the sole source of recovery for any such injuries, death or damage. To the fullest extent possible, the Developer and the Association shall be named as additional insured's on such policies. Upon request of the Developer or the Association, all such parties shall be required to provide evidence of coverage.

[Signatures Commence on Next Page]

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

Signed, Scaled and Delivered
in the Presence of:

Amy Beckham
Crystal Brown

TR SALES PLANTATION, LLC

By: J. Wayne Raiford
J. Wayne Raiford, Member

Three Runs Plantation Homeowners
Association, Inc.

Amy Beckham
Crystal Brown

By: J. Wayne Raiford
J. Wayne Raiford, President

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named J. Wayne Raiford, as Member of TR Sales Plantation, LLC sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 8th
day of August, 2014.

Amy Beckham

Crystal Brown
Notary Public for South Carolina
My Commission Expires: 6-28-15

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

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Three Runs Plantation Homeowners Association, Inc., by J. Wayne Raiford, its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 8th
day of August, 2014.

Amy Beckham

Crystal Brown
Notary Public for South Carolina
My Commission Expires: 6-28-15

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

EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being located near New Ellenton in Aiken County, South Carolina, being shown and designated as Lots 1(a), 2, 3, 4a, 4b, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22, together with a portion of Three Runs Plantation Drive (66' right of way) and Shell Bluff Drive (a 60' right of way) as shown on that certain Record Plat of Three Runs Plantation Phase I prepared by William H. McKie, III, PLS dated November 21, 2005, revised December 17, 2007 and recorded January 18, 2008 in Plat Book 53, page 472, Aiken County Records. Thereafter, Lot 16 was subdivided into Lots 16A and 16B by virtue of that plat prepared by William R. Gore Surveying dated March 20, 2012 and recorded March 23, 2012 in Plat Book 56, Page 486, Aiken County Records. Lot 21 was subdivided into Lots 21A and 21B by virtue of that plat prepared by Star Survey, Inc. dated October 28, 2009 and recorded November 12, 2009 in Plat Book 54, Page 967, Aiken County Records. Reference is made to said plats for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being located near New Ellenton in Aiken County, South Carolina, being shown and designated as Lots 11, 12, 13, 14, 23, 24, 25, 26, 27, 28 and 29, together with a portion of Three Runs Plantation Drive (66' right of way), Wateree Place (a 60 foot right of way), all of the common areas and the 50' Access Easement as shown on that certain Record Plat of Three Runs Plantation Phase I, Section 2, prepared by Star Survey, Inc. dated May 11, 2006 and recorded November 15, 2007 in Plat Book 53, page 314, Aiken County Records. Thereafter, Lot 23 was subdivided into Lots 23A and 23B by virtue of that plat dated September 15, 2009 and recorded October 14, 2009 in Plat Book 54, Page 883, Aiken County Records. Reference is made to said plats for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Lots 1 through 60, inclusive, Three Runs Plantation Phase 2, together with a portion of Three Runs Plantation Drive (a 66' right of way), Hiwassee Run (a 60' right of way) and Ochlocknee Lane (a 60' right of way) as shown on that plat prepared for TR Sales Plantation by Star Survey, Inc. dated May 16, 2006 and recorded February 8, 2007 in Plat Book 52, page 351, Aiken County Records. Note that Lot 24 was subsequently subdivided into Lots 24A and 24B, Lot 28 was subsequently subdivided into Lots 28A and 28B, Lot 42 was subsequently subdivided into Lots 42A and 42B, Lot 50 was subsequently subdivided into Lots 50A and 50B and Lot 60 was subsequently subdivided into Lots 60A and 60B by virtue of that resubdivision plat of Three Runs Plantation Phase 2 prepared by Star Survey, Inc. dated May 16, 2006 and recorded June 17, 2009 in Plat Book 54, Page 661, Aiken County Records. Lot 24A was subdivided to make Lot 24C by plat prepared by William R. Gore

Surveying dated October 12, 2010 and recorded January 31, 2011 in Plat Book 55, Page 777, Aiken County Records. Lot 25 was subdivided into Lots 25 and 25B by that certain plat prepared by William R. Gore Surveying dated October 22, 2011 and recorded November 21, 2011 in Plat Book 56, Page 273, Aiken County Records. Lot 26 was subdivided into Lots 26A and 26B by plat prepared by William R. Gore Surveying dated June 2, 2011 and recorded June 8, 2011 in Plat Book 56, Page 5, Aiken County Records. Lot 31 was subdivided into Lots 31A and 31B by plat prepared by William R. Gore dated May 30, 2010 and recorded June 3, 2010 in Plat Book 55, Page 331, Aiken County Records. Lot 33 was subdivided into Lots 33A and 33B by plat prepared by William R. Gore dated May 18, 2011 and recorded May 19, 2011 in Plat Book 55, Page 971, Aiken County Records. Lot 50 was subdivided into Lots 50A, 50B and 50C by that plat prepared by William R. Gore Surveying dated August 29, 2010 and recorded September 16, 2010 in Plat Book 55, Page 512, Aiken County Records. Lot 53 was subdivided into Lots 53A and 53B by plat prepared by William R. Gore Surveying dated October 12, 2010 and recorded November 30, 2010 in Plat Book 55, Page 655, Aiken County Records. Lots 58 and 59 were revised by plat prepared by William R. Gore dated August 29, 2010 and recorded August 15, 2012 in Plat Book 56, Page 761, Aiken County Records. Lot 43 was revised by plat prepared by William R. Gore Surveying dated February 24, 2011 and recorded March 3, 2011 in Plat Book 55, Page 837, Aiken County Records. Lot 21 was revised, creating Lot 21A which was added to Lot 22, by plat prepared by Star Surveying Inc. dated October 20, 2010 and recorded October 20, 2010 in Plat Book 55, Page 577, Aiken County Records. Lot 22, 24A and 24C were revised by plat prepared by William R. Gore dated October 12, 2010 and recorded January 31, 2011 in Plat Book 55, Page 777, Aiken County Records. Lot 60 was revised by plat prepared by William R. Gore dated May 31, 2012 and recorded May 31, 2012 in Plat Book 56, Page 614, Aiken County Records. Reference is made to said plats for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Lots 1 through 17, inclusive, three Runs Plantation Phase 3A, together with Pond 1 (0.690 acres) Common Area Privately Maintained, Pond 2 (0.587 acres) Common Area Privately Maintained, Pond 3 (1.315 acres) Common Area Privately Maintained, Quarry Pass (a 66 foot right of way) and Babble Point (a 66 foot right of way), as shown and delineated upon a plat prepared for Three Runs Plantation by William R. Gore, Professional Land Surveyors, Inc. dated January 6, 2012 and recorded May 31, 2012 in Plat Book 56, at page 614, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH All those certain pieces, parcels, or tracts of land, with all improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Phase 3B, Three Runs Plantation, together with Pond 3 (1.315 acres) Common Area Privately Maintained, Detention Pond Common Area Privately Maintained (2.22 acres), a portion of Quarry Pass (66 foot private road) and all easements, road and right-of-ways,

as shown on that certain plat prepared for Three Runs Plantation by William R. Gore, Professional Land Surveyors, Inc. dated July 26, 2012 and recorded August 15, 2012 in Plat Book 56, at Page 762, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH All those certain pieces, parcels, or tracts of land, with all improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 Phase 4A, Three Runs Plantation, together with Pond 1 (0.962 acres) Common Area Privately Maintained, Pond 2 (1.736 acres) Common Area Privately Maintained, a portion of Dasher Circle (66 foot private road) and all easements, road and right-of-ways, as shown on that certain plat prepared for Three Runs Plantation by William R. Gore, Professional Land Surveyors, Inc. dated September 25, 2013 and recorded November 13, 2013 in Plat Book 57, at Page 519, Aiken County Records. Thereafter Lot 21A was created by plat prepared by William R. Gore dated March 10, 2014 and recorded April 2, 2014 in Plat Book 57, Page 725, Aiken County Records. Reference is made to said plats for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH All those certain pieces, parcels, or tracts of land, with all improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Phase 4B, Three Runs Plantation, together with Pond 3 (2.059 acres), a portion of Dasher Circle (66 foot private road) and all easements, road and right-of-ways, as shown on that certain plat prepared for Three Runs Plantation by William R. Gore, Professional Land Surveyors, Inc. dated December 29, 2013 and recorded January 31, 2014 in Plat Book 57, at Page 634, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

PROPERTY EASEMENT/SETBACKS GUIDELINES

Three Runs Plantation
Property Easements/Setbacks (building & fencing)
Revised March 26, 2014
Page 1 of 3

PHASE I, PHASE II and PHASE III A&B

Property Equestrian Easements*

- Twenty (20) feet in width on the front (road curb), rear and side property lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP

Building Minimum Setbacks

- No improvements of any kind** within one hundred (100) feet of front (road curb)
- No improvements of any kind** within twenty-five (25) feet of any rear property line
- No improvements of any kind** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must also be setback ten (10) feet from all fence lines

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP

* The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of the property easements.

**riding arena exception permitted within ten (10) feet of fence line

Three Runs Plantation
Property Easements/Setbacks (building & fencing)
Revised March 26, 2014
Page 2 of 3

PHASE IVA&B

Property Equestrian Easements*

- Twenty (20) feet in width on the front (road curb), rear and side property lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Twenty-five (25) feet in width on any property lines adjacent to designated trails**

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
- Twenty-five (25) feet from any property line adjacent to a designated trail

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

Three Runs Plantation
Property Easements/Setbacks (building & fencing)
Revised March 26, 2014
Page 2 of 3

PHASE V A&B (Future)

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty-five (25) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Fifteen (15) feet in width on any property lines adjacent to designated trails**

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
- Fifteen (15) feet from any property line adjacent to a designated trail

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

2014024497
 AMENDED COVENANTS
 RECORDING FEES \$12.00
 PRESENTED & RECORDED
11-13-2014 08:30 AM
 JUDITH WARNER
 REGISTER OF MERE CONVEYANCE
 AIKEN COUNTY SC
 BY: MARILYN SEIGLER DEPUTY
BK: RB 4528
PG: 1520 - 1525

STATE OF SOUTH CAROLINA)
) FIRST SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
 COUNTY OF AIKEN) COVENANTS OF THREE RUNS
) PLANTATION

THE FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this 7th day of Novmber, 2014 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property owned by the Developer subject to the Covenants by means of a supplementary declaration; and

WHEREAS, the Covenants further provide that such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate; and

WHEREAS, the Developer desires to exercise said options;

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


(1) The property attached hereto as Exhibit A ("Phase 5A") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Phase 5A shall be subject to those certain Property Easements/Setbacks as shown on Exhibit B attached hereto and incorporated herein.

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

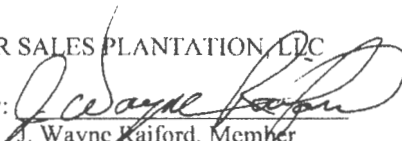
IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents

Signed, Sealed and Delivered
in the Presence of:



Crystal Brown

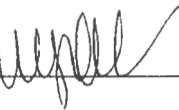
T R SALES PLANTATION, LLC

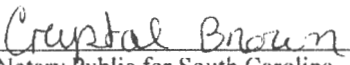
By: 
J. Wayne Raiford, Member

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

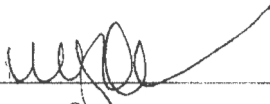
Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named J. Wayne Raiford, on behalf of T R Sales Plantation, LLC sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 11th
day of November, 2014.

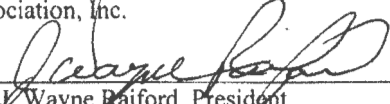



Notary Public for South Carolina
My Commission Expires: 6-28-15

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


Crystal Brown

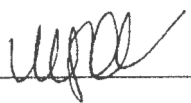
Three Runs Plantation Homeowners
Association, Inc.

By: 
Wayne Raiford, President

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Three Runs Plantation Homeowners Association, Inc., by J. Wayne Raiford, its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 11th
day of November, 2014.



Crystal Brown
Notary Public for South Carolina
My Commission Expires: 6-28-15

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

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Lots 1 – 25 (inclusive) of Phase 5A of Three Runs, together with “Common Area” containing 2.82 acres, “Common Area” containing 1.45 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.46 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.36 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.24 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.50 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.31 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 3.86 acres, “30 foot Horse Trail, Common Area and HOA Easement” containing 0.43 acres, all other areas labeled “30 foot Horse Trail, Common Area and HOA Easement”, a portion of Whipper-In Trail (66’ right of way), a portion of Snaffle Bit Drive (a 66’ right of way) and a portion of Three Runs Plantation Drive (a 66’ private road) as shown on a plat prepared for TR Sales Plantation, LLC by Southern Partners Inc. dated September 25, 2014 and recorded November 7, 2014 in Plat Book 58, Page 152, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated September 24, 2014 and recorded October 2, 2014 in Record Book 4523, Page 1439, Aiken County Records.

Tax Parcel Number: 176-00-07-001 (P/O)

EXHIBIT B

Three Runs Plantation Property Easements/Setbacks (building & fencing) PHASE VA

Revised 10/16/2014

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty feet (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
 - Twenty-five (25) feet in width on property lines that abut Phase IVB lots with exiting designated trails (Lots effected in Phase VA:1,2,3,4,5,6,7,8,10,11,12)
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5A (for the exception of the lots listed above)

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines)***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
- Property line adjacent to a designated trail: *
 - Twenty-five (25) feet in width on property lines that abut Phase IVB lots with exiting designated trails (Lots effected:1,2,3,4,5,6,7,8,10,11,12)
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5A (for the exception of the lots listed above)

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.


2015000898
 AMENDED COVENANTS
 RECORDING FEES \$11.00
 PRESENTED & RECORDED
01-14-2015 02:50 PM
 JUDITH WARNER
 REGISTER OF MORTGAGE CONVEYANCE
 AIKEN COUNTY, SC
 BY: MARILYN SEIGLER DEPUTY
BK: RB 4536
PG: 222 - 226

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) **SECOND SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
) COVENANTS OF THREE RUNS
) PLANTATION**

THE SECOND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this 29 day of December, 2015 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property owned by the Developer subject to the Covenants by means of a supplementary declaration; and

WHEREAS, the Covenants further provide that such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate; and

WHEREAS, the Developer desires to exercise said options;

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

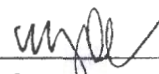
(1) The property attached hereto as Exhibit A ("Phase 5B") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Phase 5B shall be subject to those certain Property Easements/Setbacks as shown on Exhibit B attached hereto and incorporated herein.

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

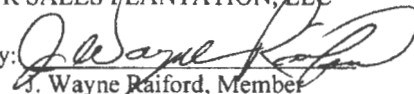
IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals as the case may be, the day and year first above written as the date of these presents

Signed, Sealed and Delivered
in the Presence of



Crystal Brown

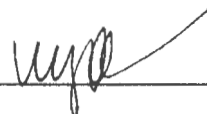
T R SALES PLANTATION, LLC

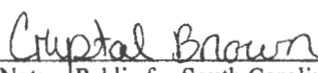
By: 
J. Wayne Raiford, Member

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named J. Wayne Raiford, on behalf of T R Sales Plantation, LLC sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.


SWORN to before me this 29th
day of December, 2014





Notary Public for South Carolina
My Commission Expires: 6-28-15

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


Crystal Brown

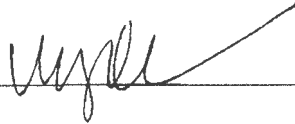
Three Runs Plantation Homeowners
Association, Inc.

By: 
J. Wayne Raiford, President

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he say the within-named Three Runs Plantation Homeowners Association, Inc., by J. Wayne Raiford, its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29th
day of December, 2014
Crystal Brown
Notary Public for South Carolina
My Commission Expires: 6-28-15



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

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Lots 26 - 44 (inclusive) of Phase 5B of Three Runs, together with "30 foot Horse Trail, Common Area and HOA Easement" containing 0.33 acres, "30 foot Horse Trail, Common Area and HOA Easement" containing 0.44 acres, "30 foot Horse Trail, Common Area and HOA Easement" containing 4.27 acres, all other areas labeled "30 foot Horse Trail, Common Area and HOA Easement" and a portion of Whipper-In Trail (66' right of way) as shown on a plat prepared for J. Wayne Raiford and TR Sales Plantation, LLC by Southern Partners Inc. dated November 24, 2014 and recorded January 13, 2015 in Plat Book 58, Page 273, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated September 24, 2014 and recorded October 2, 2014 in Record Book 4523, Page 1439, Aiken County Records.

Tax Parcel Number: 176-00-07-001 (P/O)

EXHIBIT B

Three Runs Plantation
Property Easements/Setbacks (building & fencing)
PHASE VB

Revised 11/19/2014

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty feet (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines)***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Phase 6A of Three Runs Plantation being shown and designated as Lots 1-26, inclusive, "35 foot Undisturbed Buffer," "Common Area (Pond 1) Privately Maintained" containing 1.06 acres, "10 foot Horse Trail Undisturbed Buffer," "Horse Trail and Common Area (Pond 2)" containing 2.18 acres, "Horse Trail and Common Area (Pond 3)" containing 1.61 acres, "30 foot Horse Trail and Common Area HOA Easement" containing 0.33 acre, "30 foot Horse Trail and Common Area HOA Easement" containing 1.94 acres, "30 foot Horse Trail and Common Area HOA Easement" containing 3.42 acres, "30 foot Horse Trail and Common Area HOA Easement" containing 1.66 acres, "30 foot Horse Trail and Common Area HOA Easement" containing 0.30 acre, , Bayboro Circle (66' R/W private road), Filly Drive (66' R/W private road) and a portion of Three Runs Plantation Drive (66' R/W private road) as shown on a plat prepared for J. Wayne Raiford and TR Sales Plantation, LLC by Southern Partners Inc. dated September 14, 2015 and recorded 1-26-, 2016 in Plat Book 59, Page 56, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated March 18, 2015 and recorded March 25, 2015 in Record Book 4545, Page 1084, Aiken County Records.

Tax Parcel Number: 159-15-01-001 (P/O)

EXHIBIT B

**Three Runs Plantation
Property Easements/Setbacks (building & fencing)**

PHASE VI A

Revised 8/17/2015

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty feet (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines)***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

6

2016015062
 AMENDED COVENANTS
 RECORDING FEES \$11.00
 PRESENTED & RECORDED
06-27-2016 02:45 PM
JUDITH WARNER
 REGISTER OF DEEDS CONVEYANCE
 AIKEN COUNTY, SC
 BY: JENNIFER MATHIS DEPUTY
BK: RB 4611
PG: 528 - 532

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) **FOURTH SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
) COVENANTS OF THREE RUNS
) PLANTATION**

THE FOURTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this ___ day of _____, 2016 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property owned by the Developer subject to the Covenants by means of a supplementary declaration; and

WHEREAS, the Covenants further provide that such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate; and

WHEREAS, the Developer desires to exercise said options;

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

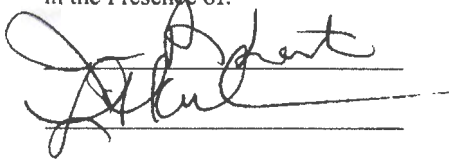
(1) The property attached hereto as Exhibit A ("Phase 6B") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Phase 6B shall be subject to those certain Property Easements/Setbacks as shown on Exhibit B attached hereto and incorporated herein.

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

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

Signed, Sealed and Delivered
in the Presence of:



T R SALES PLANTATION, LLC

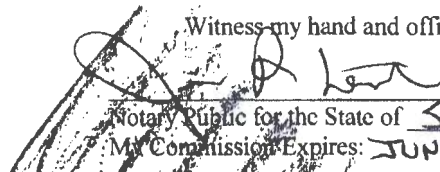
By: 
J. Wayne Raiford, Member

STATE OF SOUTH CAROLINA
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of TR Sales Plantation, LLC.

Witness my hand and official seal this the 9th day of June, 2016.


Notary Public for the State of South Carolina
My Commission Expires: JUNE 2, 2025
[NOTARY SEAL]

[Signature]
[Signature]

Three Runs Plantation Homeowners
Association, Inc.
By: [Signature]
J. Wayne Raiford, President

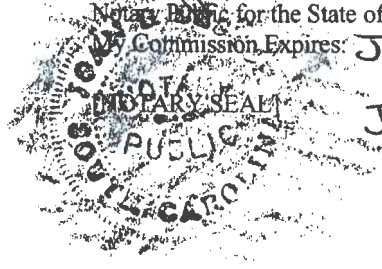
STATE OF SOUTH CAROLINA
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Three Runs Plantation Homeowners Association Inc.

Witness my hand and official seal this the 9th day of June, 2016.

[Signature]
Notary Public for the State of SOUTH CAROLINA
My Commission Expires: JUNE 2, 2025



Joan R Lester

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Phase 6B of Three Runs Plantation being shown and designated as Lots 27-50, inclusive, "50' Horse Trail and Common Area HOA Easement" containing 0.57 acres, "30' Horse Trail and Common Area HOA Easement" containing 1.94 acres, "Horse Trail and Common Area HOA Easement" containing 2.50 acres, "86' Horse Trail and Common Area HOA Easement" containing 0.89 acres, "30' Horse Trail and Common Area HOA Easement" containing 0.38 acres, a portion of Bayboro Circle (66' R/W private road) and Foal Drive (66' R/W private road) as shown on a plat prepared for J. Wayne Raiford and TR Sales Plantation, LLC by Southern Partners Inc. dated May 31, 2016 and recorded June 27, 2016 in Plat Book 59, Page 342, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated March 18, 2015 and recorded March 25, 2015 in Record Book 4545, Page 1084, Aiken County Records.

Tax Parcel Number: 159-15-01-001 (P/O)

EXHIBIT B

Three Runs Plantation Property Easements/Setbacks (building & fencing)

PHASE VI B

Revised 8/17/2015

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty feet (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines)***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
 - Ten (10) feet in width on property lines adjacent to designated in Phase 5B

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

2017015916
AMENDMENT
RECORDING FEES \$11.00
PRESENTED & RECORDED
06-28-2017 08:30 AM
JUDITH WARNER
REGISTER OF MINE CONVEYANCE
AIKEN COUNTY, SC
BY: QUINLAN BATES DEPUTY
BK: RB 4669
PG: 1105 - 1109

STATE OF SOUTH CAROLINA)
) SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
COUNTY OF AIKEN) COVENANTS OF THREE RUNS
) PLANTATION

THE SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this 27th day of June, 2017 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property owned by the Developer subject to the Covenants by means of a supplementary declaration; and

WHEREAS, the Covenants further provide that such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate; and

WHEREAS, the Developer desires to exercise said options;

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

(1) The property attached hereto as Exhibit A ("Phase 7A") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Phase 7A shall be subject to those certain Property Easements/Setbacks as shown on Exhibit B attached hereto and incorporated herein.

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

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

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Rick Atkins

TR SALES PLANTATION, LLC

By: *[Signature]*
Wayne Raiford, Member

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of TR Sales Plantation, LLC.

Witness my hand and official seal this the 27th day of June, 2017.

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

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Phase 7A of Three Runs Plantation being shown and designated as Lots 1-32, inclusive, "30' Horse Trail, Common Area and HOA Easement" containing 0.43 acre, "30' Horse Trail, Common Area and HOA Easement" containing 0.49 acre, "30' Horse Trail, Common Area and HOA Easement" containing 0.55 acre, "30' Horse Trail, Common Area and HOA Easement" containing 0.39 acre, "30' Horse Trail, Common Area and HOA Easement" containing 1.03 acres, "30' Horse Trail, Common Area and HOA Easement" containing 2.93 acres, "30' Horse Trail, Common Area and HOA Easement" containing 20.80 acres and Rembert Place (66' R/W private road) as shown on a plat prepared for J. Wayne Raiford and TR Sales Plantation, LLC by Southern Partners Inc. dated May 4, 2017, revised May 23, 2017 and recorded June 26, 2017 in Plat Book 60, Page 25, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated December 22, 2015 and recorded December 31, 2015 in Record Book 4585, Page 590, Aiken County Records.

Tax Parcel Number: 176-00-01-015 (P/O)

EXHIBIT B

Three Runs Plantation Property Easements/Setbacks (building & fencing)

PHASE VII A

Revised 8/17/2015

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty feet (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
 - Ten (10) feet in width on property lines adjacent to designated in Phase 7A

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10 feet from all fence lines)***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
 - Ten (10) feet in width on property lines adjacent to designated in Phase 7A

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

2017019743
AMENDED COVENANTS
RECORDING FEES \$11.00
PRESENTED & RECORDED
08-08-2017 01:28 PM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER MATHIS DEPUTY
BK: RB 4676
PG: 1266 - 1270

STATE OF SOUTH CAROLINA) FIFTH SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
COUNTY OF AIKEN) COVENANTS OF THREE RUNS
 PLANTATION

THE FIFTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this 2 day of August, 2017 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, heretofore when Developer deeded certain property containing 23.00 acres (the "Hall Property") to Robert N. Hall and Laura L. Hall by deed dated August 16, 2005 and recorded August 18, 2005 in Record Book 4012, Page 1314, Aiken County Records (the "Hall Deed"); and

WHEREAS, the Hall Deed was recorded prior to completion of the Declaration of Protective Covenants for Three Runs Plantation; and

WHEREAS, the Hall Deed contained a recitation that the Hall Property would be subject to the terms of the covenants and restrictions for Three Runs Plantation when the same were implemented; and

WHEREAS, the Developer and the Association desire to record this document to provide record notice that the Hall Property is subject to and encumbered by the Covenants and that the Hall Property is subject to the same rights and obligations as all other properties within Three Runs Plantation; and

WHEREAS, Laura L. Hall, as the sole surviving owner of the Hall Property does hereby wish to evidence her consent thereto;

CONSENTED:

Amberley Carr
Caroline C Garcia

[Signature]
Laura L. Hall

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Laura L. Hall personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2nd day of August, 2017.

Caroline C Garcia
Notary Public for the State of S.C.
My Commission Expires: 10-24-21

[NOTARY SEAL]



EXHIBIT A

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as 23.00 Acres, more or less, on a plat prepared for Wayne Raiford by Carolina Surveying Services, Inc. dated August 2, 2005 to be recorded simultaneously herewith in Plat Book 50, Page 274, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being the same property conveyed to Laura L. Hall and Robert N. Hall by deed of J. Wayne Raiford dated August 18, 2005 and recorded in Record Book 4012, Page 1314, Aiken County Records. Thereafter, Robert N. Hall passed away and all right, title and interest in and to the property passed to Laura L. Hall

Tax Parcel No. 158-11-03-001


2018004536
 AMENDED COVENANTS
 RECORDING FEES \$11.00
 PRESENTED & RECORDED
02-28-2018 08:34 AM
JUDITH WARNER
REGISTER OF MORTGAGE CONVEYANCE
 AIKEN COUNTY, SC
 BY: JENNIFER YOUNG DEPUTY
BK: RB 4707
PG: 1753 - 1757

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) SIXTH SUPPLEMENT TO AMENDED
) AND RESTATED PROTECTIVE
) COVENANTS OF THREE RUNS
) PLANTATION

THE SIXTH SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION is made and published this 5th day of February, 2018 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants provide that the Developer may make additional property owned by the Developer subject to the Covenants by means of a supplementary declaration; and

WHEREAS, the Covenants further provide that such supplementary declarations or agreement may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate; and

WHEREAS, the Developer desires to exercise said options;

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

(1) The property attached hereto as Exhibit A ("Phase 7B") shall henceforth be subject to the Covenants as the same may hereafter be amended or modified.

(2) Phase 7B shall be subject to those certain Property Easements/Setbacks as shown on Exhibit B attached hereto and incorporated herein.

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

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

Signed, Sealed and Delivered
in the Presence of:

T R SALES PLANTATION, LLC

Ryck Atkins
James Garrelly

By: J. Wayne Raiford
J. Wayne Raiford, Member

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

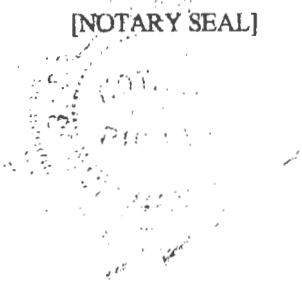
I, the undersigned notary, do hereby certify that J. Wayne Raiford personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of TR Sales Plantation, LLC.

Witness my hand and official seal this the 5th day of FEBRUARY, 2018.

Joan A. Lester - JOAN A. LESTER

Notary Public for the State of SOUTH CAROLINA
My Commission Expires: JUNE 02, 2025

[NOTARY SEAL]



Paul Atkins
Janice Garner

Three Runs Plantation Homeowners
Association, Inc.

By: J. Wayne Raiford
J. Wayne Raiford, President

STATE OF SOUTH CAROLINA)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that J. Wayne Raiford personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Three Runs Plantation Homeowners Association Inc.

Witness my hand and official seal this the 5th day of FEBRUARY, 2016.

Joan R. Lester Joan R. Lester

Notary Public for the State of SOUTH CAROLINA
My Commission Expires: JUNE 02, 2025

[NOTARY SEAL]

EXHIBIT A

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, in Phase 7B of Three Runs Plantation being shown and designated as Lots 33-51, inclusive, "Pond Privately Maintained" and "Horse Trail, Common Area and HOA Easement" containing 3.56 acres, "Horse Trail, Common Area and HOA Easement" containing 2.11 acres, "30' Horse Trail, Common Area and HOA Easement" containing 0.44 acre, "30' Horse Trail, Common Area and HOA Easement" containing 0.60 acre, "Horse Trail, Common Area and HOA Easement" containing 19.57 acres, Marsh Tacky Run (66'R/W Private), Livery Court (66' R/W private road) and a portion of Three Runs Plantation Drive (66'R/W private road) as shown on a plat prepared for J. Wayne Raiford and TR Sales Plantation, LLC by Southern Partners Inc. dated January 30, 2018 and recorded FEBRUARY, 2018 in Plat Book 60, Page 451, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

Being a portion of the same property conveyed to TR Sales Plantation, LLC by deed of J. Wayne Raiford dated December 22, 2015 and recorded December 31, 2015 in Record Book 4585, Page 590, Aiken County Records.

Tax Parcel Number: 176-00-01-015 (P/O)

EXHIBIT B

**Three Runs Plantation
Property Easements/Setbacks (building & fencing)**

PHASE 7B

Revised 8/17/2015

These easements and setbacks take into consideration that designated trails planned to traverse this development phase will have had a thirty (30) foot wide band of land deeded to the Three Runs HOA.

Property Equestrian Easements*

- Twenty (20) feet in width on the front (road curb), rear and side lot lines not adjacent to other lots within TRP
- Ten (10) feet in width on side property lines adjacent to other lots in TRP
- Property lines adjacent to designated trails: **
- Ten (10) feet in width on property lines adjacent to designated trails in Phase 7B

Building Minimum Setbacks

- No improvements of any kind*** within one hundred (100) feet of front (road curb)
- No improvements of any kind*** within twenty-five (25) feet of any rear property line
- No improvements of any kind*** within fifteen (15) feet of any side property line
- Additionally, all improvements (including riding arena) must be setback ten (10) feet from all fence lines***

Fence Minimum Setbacks

- Twenty-five (25) feet from the front (road curb) within TRP and from any property line of any land not within TRP
- Ten (10) feet from any rear or side property line adjacent to other lots in TRP
- Ten (10) feet from any common element amenities within TRP
- Ten (10) feet in width on property lines adjacent to designated trails in Phase 7B

*The lot owner may not make any changes or improvements to the easement areas without prior written approval from the Three Runs Plantation ACC. The lot owner is responsible for maintenance of any property easements that have been cleared by the developer.

**The easements adjacent to designated trails are protective buffers. The trail easements must be left undisturbed, in their natural state, unless prior written approval from the Three Runs Plantation ACC.

***riding arena exception permitted with ten (10) feet of fence line.

2018004535
AMENDED COVENANTS
RECORDING FEES \$11.00
PRESENTED & RECORDED
02-28-2018 08:34 AM
JUDITH WARNER
REGISTER OF MEBE CONVEYANCE
AIKEN COUNTY, SC
BY: JENNIFER YOUNG DEPUTY
BK: RB 4707
PG: 1748 - 1752

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

**SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION
AND FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS
OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.**

THE SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF THREE RUNS PLANTATION AND FIRST AMENDMENT TO AMENDED AND RESTATED BYLAWS OF THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. is made and published this 23 day of FEBRUARY, 2018 by TR Sales Plantation, LLC (successor in interest to J. Wayne Raiford), hereinafter referred to as "Developer" and Three Runs Plantation Homeowners Association, Inc., hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, Developer and the Association heretofore recorded certain Amended and Restated Protective Covenants of Three Runs Plantation in Record Book 4519, Page 2260, Aiken County Records ("Covenants"); and

WHEREAS, the Covenants were amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4611, Page 528, Record Book 4669, Page 1105 and Record Book 4676, Page 1264, Aiken County Records; and

WHEREAS, the Covenants provide that so long as the Developer shall hold title to any real property subject to the Covenants, the Developer as well as its successors and assigns, as the case may be, shall have the right, exercisable at any time and from time to time, to amend or to grant exception to these Declarations; and

WHEREAS, the Developer and the Association heretofore recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (the "Bylaws"); and

WHEREAS, the Bylaws provide that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote; and

WHEREAS, as set forth in Section Three of the Bylaws, the Developer, as the Class A member, holds the voting privileges necessary to amend the Bylaws; and

WHEREAS, the Liaison Committee comprised of owners within Three Runs have requested that the Developer amend the Covenants and Bylaws in certain respects regarding governance and operation of the Three Runs Plantation Homeowners Association, Inc. (the "Association") once the Developer turns over full control of the Association to the Members; and

WHEREAS, the Developer is agreeable to amending the Covenants and Bylaws as requested by the Liaison Committee;

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

(1) The following is hereby added to Article V(1)(B) of the Covenants:

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. Notwithstanding anything to the contrary contained herein, the Class B members are entitled to hold elections for the new Board at such time as they deem appropriate in order to effectuate a seamless transition from Developer's relinquishment of its declarant rights. However, such an election will grant no actual authority to the elected directors until such time as Developer provides written notice of its relinquishment of declarant rights and such notice is recorded in the Register of Deeds Office for Aiken County, South Carolina. During the transition period, Developer will reasonably cooperate with the prospective directors in order to facilitate the turnover.

(2) The following is hereby added to Article VI(2) of the Covenants:

The foregoing notwithstanding, upon Class B members of the Association becoming Class A members, the following procedure shall be following with respect to establishing assessments: The Board of the Directors of the Association shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. The Board shall send a copy of the budget to each member at least thirty (30) days prior to the effective date of such budget. The budget shall automatically take effect on the date specified by the Board unless members entitled to cast at least seventy-five percent (75%) of the votes in the Association veto such budget at a meeting of the members. The Board shall have no duty to call a meeting of the members except upon receipt, within ten (10) days after the budget is sent to

each member, of a petition signed by the members as required for a special meeting pursuant to the Bylaws. The Board may revise the budget from time to time during the fiscal year to reflect unanticipated expenses or changes in anticipated expenses, as the Board deems appropriate. The Board shall provide a copy of any revised budget to the members and the members shall have a right to veto any change from the budget previously in effect in the same manner as described above. If a budget is not adopted for any year, then until such time as a budget is adopted, the budget in effect for the immediately preceding year shall continue for the current year. If, in any given year, the amount of the annual assessment increases by an amount in excess of five (5%) percent over the previous year's assessment, such increase shall only take effect if approved by an affirmative vote of at least 75% of the members of the Association.

- (3) The following is hereby added to Bylaw Three, Section (a)(2):

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time.

- (4) The following is hereby added to Bylaw Five, Section (b):

Upon Class B members of the Association becoming Class A members, a special meeting of the Association will be called, at which time the Developer will turn over control of the Association to the members. At or prior to such meeting, the members will elect a new Board of Directors. Any terms of the Directors appointed by Developer that have not expired will terminate at that time.

- (5) The following is hereby added to Bylaw Seven, Section (b):

The foregoing notwithstanding, upon Class B members of the Association becoming Class A members, the following procedure shall be following with respect to establishing assessments: The Board of the Directors of the Association shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association. The Board shall send a copy of the budget to each member at least thirty (30) days prior to the effective date of such budget. The budget shall automatically take effect on the date specified by the Board unless members entitled to cast at least seventy-five percent (75%) of the votes in the Association veto such budget at a meeting of the members. The Board shall have no duty to call a meeting of the members except upon receipt, within ten (10) days after the budget is sent to each member, of a petition signed by the members as required for a special meeting pursuant to the Bylaws. The Board may revise the budget from time to time during the fiscal year to reflect unanticipated expenses or changes in anticipated expenses, as the Board deems appropriate. The Board shall provide a copy of any revised budget to the members and the members shall have a right to veto any change from the budget previously in effect in the same manner as described above. If a budget is not

2019021833
AMENDED COVENANTS
RECORDING FEES \$25.00
PRESENTED & RECORDED
08-29-2019 04:31 PM
JUDITH WARNER
REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC
BY VIRGINIA DUNN DEPUTY
BK: RB 4798
PG: 85 - 87

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.
SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS AND
SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS
DATED SEPTEMBER 11, 2014

This Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws dated September 11, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 29th day of August, 2019, by and between TR SALES PLANTATION, LLC (hereinafter the "Developer") and THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Parties herein recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws");

WHEREAS, the Parties herein recorded those certain Amended and Restated Protective Covenants of the Association in Record Book 4519, Page 2260 and further amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4611, Page 528, Record Book 4669, Page 1105 and Record Book 4676, Page 1264, Aiken County Records (hereinafter the "Covenants");

WHEREAS, the Parties herein recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, Bylaw Nine provides that the Bylaws may be amended by a vote of approval of two-thirds (2/3) of the members entitled to vote; and

NOW THEREFORE, the parties hereby delete Bylaw Three (a)(2) and a new Bylaw Three (a)(2) is substituted to read as follows:

"(2) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members at a special joint meeting with the Developer, shall become Class A members and Developer will turn over control of the Association to the members. This joint special meeting shall be held no later than January 9, 2020. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A

member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters."

NOW THEREFORE, the parties hereby delete Article V(1)(B) of the Covenants and a new Article V(1)(B) is substituted to read as follows:

"(B) Class B members shall consist of all other owners of residential lots in Three Runs other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed ninety-five (95%) percent of the residential lots (or such earlier time as may be determined by the Developer), at which time Class B members at a special joint meeting with the Developer, shall become Class A members and Developer will turn over control of the Association to the members. This joint special meeting shall be held no later than January 9, 2020. Any terms of the Directors appointed by Developer that have not expired will terminate at that time. In the event that a Class B member shall own more than one contiguous lot upon which only one primary residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote; provided that in the event that such member shall ever separate ownership of said contiguous lots or construct more than one primary residence on a lot each such lot shall thereafter be subject to separate voting rights. A corporation owning one or more lots in Three Runs shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association. In addition, if a lot is owned by more than one (1) individual, said lot shall only be entitled to one (1) vote on Association matters."

This amendment to the Bylaws and Covenants was adopted on the 26th day of August, 2019.

IN WITNESS WHEREOF, THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused this SEVENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROJECTIVE COVENANTS and SECOND AMENDMENT TO THE AMENDED AND RESTATED BYLAWS DATED SEPTEMBER 11, 2014 to be executed and its corporate seal to be affixed and has caused the foregoing to be attested by its duly authorized officers, this 26th day of August, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Candy Smith
[Signature]

TR SALES PLANTATION, LLC - Class A
Member

By: [Signature]
J. Wayne Rufford, Member


STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

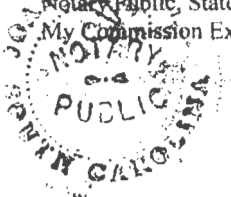
ACKNOWLEDGEMENT

I, the undersigned Notary, do hereby certify that J. WAYNE RAIFORD personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of TR SALES PLANTATION, LLC.

Witness my hand and seal, this 28th day of August, 2019.



Notary Public, State of South Carolina
My Commission Expires June 02, 2025



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

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.
EIGHTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS DATED SEPTEMBER 4, 2014

This Eighth Amendment to the Amended and Restated Declaration of Protective Covenants dated August 8, 2014, recorded September 4, 2014, of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made and published this the 27th day of October, 2021, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Protective Covenants of the Association in Record Book 4519, Page 2260 and further amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4588, Page 921, Record Book 4611, Page 528, Record Book 4669, Page 1105 and Record Book 4676, Page 1266, Aiken County Records (hereinafter the "Covenants"); and

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748, and Sixth Supplement to Amended and Restated Protective Covenants in Record Book 4707, Page 1753; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, Article XI of the Covenants provides that the Covenants may only be amended within the six (6) months of each ten (10) year anniversary of the date of January 1, 2016; and

WHEREAS, the members of the Association have duly approved a modification of Article XI as set forth below;

NOW THEREFORE, the Association hereby deletes Article XI, Effective Period, and a new Article XI, Effective Period, Amendment, is substituted to read as follows:

ARTICLE XI

EFFECTIVE PERIOD, AMENDMENT

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesnc Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2016, and shall be

continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation.

Any proposed amendment to these Declarations may be submitted at any meeting of the members of the Association. The proposed amendment must be in writing and be signed by 25 members of the Association or by the Board. The proposed amendment shall receive a first reading and be discussed at the meeting where it is submitted. The proposed amendment shall receive a second reading and be discussed at a subsequent meeting of the members of the Association. After receiving two readings, the proposed amendment shall be submitted to the members of the Association by the Board for a vote. The vote on the proposed amendment shall be conducted in accordance with the applicable voting procedures established in the Association's Bylaws. In order to be adopted, the amendment must be approved by a majority of the members. An approved amendment shall become effective upon its recording in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina, in which amendment any of the aforementioned covenants, restrictions, reservations, servitudes and easement may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

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

This amendment to the Covenants was adopted on the 20th day of October, 2021.

IN WITNESS WHEREOF, THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. has caused this EIGHTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 4, 2014 to be executed and has caused the foregoing to be attested by its duly authorized officer, this 27th day of October, 2021.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

NINTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS DATED SEPTEMBER 4, 2014

This Ninth Amendment to the Amended and Restated Declaration of Protective Covenants of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 11 day of APRIL, 2022, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws");

WHEREAS, the Association has recorded those certain Amended and Restated Protective Covenants of the Association in Record Book 4519, Page 2260 and further amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4588, Page 921, Record Book 4611, Page 528, Record Book 4669, Page 1105, and Record Book 4676, Page 1264, Aiken County Records (hereinafter the "Covenants");

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, the Eighth Amendment to the Covenants, RB 4973, Page 519, provides that the Covenants may be amended by a majority vote of the members;

NOW THEREFORE, the Association hereby deletes Article VI(4) of the Covenants and a new Article VI(4) is substituted to read as follows:

4. Capital Contribution

Upon the sale of any real property which is subject to these Covenants, the purchaser of said property shall pay to the Association, at the time of closing, a one-time Capital Contribution of Three Thousand and No/100 Dollars (\$3,000.00) per parcel purchased to be used for maintenance of all existing assets and amenities of the Association. This Capital Contribution fee may be increased by the Board, annually. The annual increase shall not exceed five percent (5%) of the previous year's fee. The Capital Contribution fee shall be fixed by the Board prior to the beginning of each new calendar year.

7

2023017533
 AMENDED COVENANTS
 RECORDING FEES \$25.00
 PRESENTED & RECORDED
08-10-2023 01:53 PM
JUDITH WARNER
REGISTER OF MESSENGER COVENANCE
 AIKEN COUNTY, SC
 BY: QUINLAN BATES DEPUTY
BK: RB 5106
PG: 1069 - 1071

THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC.

TENTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 4, 2014

This Tenth Amendment to the Amended and Restated Declaration of Protective Covenants of THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC., is made this the 10 day of August, 2023, by THREE RUNS PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Association has recorded those certain Amended and Restated Bylaws of the Association in Record Book 4521, Page 292, Aiken County Records (hereinafter the "Bylaws");

WHEREAS, the Association has recorded those certain Amended and Restated Protective Covenants of the Association in Record Book 4519, Page 2260 and further amended by instruments recorded in Record Book 4528, Page 1520, Record Book 4536, Page 222, Record Book 4588, Page 921, Record Book 4611, Page 528, Record Book 4669, Page 1105, and Record Book 4676, Page 1264, Aiken County Records (hereinafter the "Covenants");

WHEREAS, the Association has recorded that certain Sixth Amendment to the Amended and Restated Declaration of Protective Covenants and First Amendment to the Amended and Restated Bylaws of the Association in Record Book 4707, Page 1748; and

WHEREAS, the Association has recorded that certain Seventh Amendment to the Amended and Restated Declaration of Protective Covenants and Second Amendment to the Amended and Restated Bylaws of the Association in Record Book 4798, Page 85; and

WHEREAS, the Eighth Amendment to the Covenants, RB 4973, Page 519, provides that the Covenants may be amended by a majority vote of the members; and

WHEREAS, the Ninth Amendment to the Covenants, RB 512, Page 1697, provides that the Covenants may be amended by a majority vote of the members;

NOW THEREFORE, the Association hereby amends Articles V and III of the Covenants as set forth herein.

Article V(2) of the Covenants is deleted and a new Article V(2) is substituted to read as follows:

- 2. Membership Use of Amenities

Immediate and extended family members and domestic partners of a Member, who are over the age of eighteen (18) and are residing or temporarily staying with a Member, may use the amenities of Three Runs Plantation without being accompanied by the Member; provided that the Member ensures that each individual complies with all of the Covenants, policies, rules and regulations and signs the applicable Three Runs Plantation releases and waivers prior to using the amenities.

All other non-members must be accompanied by a Member at all times when using the amenities within Three Runs Plantation, including, but not limited to, swimming pools, clubhouse, outdoor pavilion, picnic shelters, fitness center, trails, riding arenas and equestrian training areas.

In no event may a non-member unreasonably interfere with a Member's use and enjoyment of the amenities of Three Runs Plantation, whether due to the conduct of said non-member or the number of non-members attempting to use said amenities. In the event of a breach of this provision, said non-member(s) may be banned or limited by the Board from further use of said amenities. In addition, said amenities shall be governed by such additional policies, rules and regulations as may be promulgated by the Association from time-to-time and either posted electronically, at the site of the amenity or distributed to Members. All such policies, rules and regulations are incorporated herein and given the same force and effect as if written herein.

This amendment to the Covenants was adopted on the 24th day of February, 2023.

Articles III(4) and III(8) of the Covenants are deleted and new Articles III(4) and (8) are substituted to read as follows:

4. No Dumping of Rubbish

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

No outside burning of vegetative debris, trash, garbage or other refuse shall be permitted on any lot. Outdoor cooking over live 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.

8. Noxious or Offensive Activity

No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Three Runs Members, residents and lot owners. There shall not be maintained on any lot plants, animal, device or thing of any sort whose normal activity or existence is in any way noxious, dangerous unsightly,

