

STATE OF SOUTH CAROLINA) AMENDED DECLARATION OF
COUNTY OF LEXINGTON) COVENANTS, CONDITIONS,
) RESTRICTIONS, EASEMENTS,
) CHARGES AND LIENS FOR
) BRIDLERIDGE SUBDIVISION

THIS Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Bridleridge Subdivision is made this 11th day of October, 2018, by the Association, its successors, and assigns ("Association").

WHEREAS, Bridleridge is a subdivision in Lexington County more particularly described and depicted on Exhibit 1 ("the Property") and is currently subjected to Declarations and certain amendments thereto pursuant to documents filed with the Lexington County Register of Deeds on June 12, 1996 in Book 3764 at Page 133 ("Original Declaration"); and

WHEREAS, the Association desires to subject the Property to the Amended Declarations of Covenants, Conditions, Restrictions, Easements, Charges, and Liens (collectively "the Declarations"), each of which is to ensure the proper use and improvement for the benefit of the Property and each owner.

THEREFORE, the Association, having received the requisite approval to amend the Original Declarations with this Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens (the signatures are attached as Exhibit 3), establishes, publishes, and declares that the Original Declarations are hereby amended as set forth herein and all Properties, Dwellings, and Lots are held, sold, and conveyed subject to these Declarations, which are for the purpose of protecting the value and desirability of the Property. These Declarations are effective upon filing and bind all parties having or acquiring any right, title, or interest in the Property or any portion of the Property.

ARTICLE I DEFINITIONS

The terms used in this Declaration are intended to have their normal, commonly understood meanings except as otherwise specified. Capitalized terms shall have the meanings ascribed to them in Exhibit 2, unless the context specifies otherwise. Words importing singular include plural and vice versa; Words importing the masculine gender include the feminine and vice versa; Words importing a person include entities and vice versa.

ARTICLE II GENERAL COVENANTS

Section 2.1 RESIDENTIAL USE OF PROPERTY. All Lots shall be used for single-family residential purposes only. No commercial, business, or business activity shall be carried on or upon any Lot at any time, except by written approval from the Association, provided, however, to the extent allowed by law, private offices may be maintained in dwellings located on any lots so long as (a) such use is incidental to the primary residential use of the dwelling (b) no employees, other

than domestic cleaning services, report to such office and (c) they do not increase traffic in the subdivision.

Section 2.2 CONSTRUCTION IN ACCORDANCE WITH PLANS. No improvement shall be constructed, erected, maintained, stored, placed, replaced, changed, modified, altered, or improved on any Lot unless approved in writing by the Board or Architectural Control Authority.

Section 2.3 SUBDIVISION/COMBINATION OF LOTS AND ROAD USAGE. Lots, in whole or in part, may not be subdivided or combined, except with written approval from the Board or Architectural Control Authority. No Lot may be used as a road unless approved in writing by the Board or Architectural Control Authority.

Section 2.4 LIVESTOCK AND PETS. No animals, livestock, or poultry ~~of any kind~~ shall be raised, bred, or kept on the Property, except that a reasonable number of common household pets, such as dogs and cats, may be kept in a home provided the pets: (a) are secured or under the control of a responsible person at all times and obedient to that person's command any time they are permitted outside, (b) are not a nuisance, (c) do not cause unsanitary conditions on the Property or in the Community, (d) do not disturb the quiet enjoyment of others in the Community, and (e) and are in compliance with all applicable regulations, statutes, laws, and ordinances. An exception to the poultry prohibition is that up to four female chickens may be kept for private use in an Architectural Control Authority approved Hen/poultry house. No roosters or male poultry are allowed.

Section 2.5 OFFENSIVE ACTIVITIES. No noxious, offensive, or illegal activities shall be carried on in the Community nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to the Community, Owners, or Permittees.

Section 2.6 VEHICLES. Only standard private passenger vehicles are permitted to be parked at the front of a Lot or on thoroughfares. All other vehicles, including motorcycles, boats and other watercrafts, campers, golf carts, recreation vehicles, and trailers shall be parked at the rear of a Lot behind a home and adequately screened so as to not be visible from thoroughfares. All vehicles set out herein are required to be registered with the State and insured.

Section 2.7 CERTAIN EASEMENTS. The Association reserves unto itself, its successors, and assigns, a perpetual, alienable, and releasable easement and right on, over, and under the ground of the Property to install, erect, maintain, and use electric, telephone, cable, internet, utility poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains, roadways, and other equipment used for the conveyance of electricity, street lighting, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, grade soil, inspect any Lot or Dwelling for compliance with the Declarations, or take other action reasonably necessary to provide economical and safe utility installation and to maintain a reasonable standard of health, safety, and appearance. Additionally, whenever the Association is permitted by the Declarations to correct, repair, clean, preserve, or do any action on any Lot, Dwelling, or easement, entering the property and taking such action is not a trespass.

Section 2.8 UNSIGHTLY CONDITIONS. Each Owner and Tenant are jointly and severally responsible for preventing any unclean, unsightly, or unkempt condition on the Property,

and ensuring conditions which maintain or enhance the beauty of the Community.

Section 2.9 LEASES/TENANTS.

- (a) Any lease agreement between an Owner and a Tenant for the lease of a Lot, Dwelling, or any portion thereof, is subject to the Declarations and other Governing Documents. The Owner shall incorporate a provision in the lease stating the same and that failure to comply with the Governing Documents is a default of the lease and may result in an eviction action, which may be brought by the Owner, Association, or Association. Failure to incorporate the Governing Documents in a lease does not affect the Tenant or Owner's responsibility to comply with the same.
- (b) All leases shall be in writing and a copy of the executed lease provided to the Association within ten (10) days of the lease commencing. It is the responsibility of the Owner to ensure delivery of the lease to the Association.
- (c) Owner and Tenant are jointly and severally responsible for all costs and fees, including attorneys' fees, incurred as a result of the Association ~~or Association~~ enforcing any of its rights or obligations against a Tenant or Owner.

Section 2.10 RULES OR REGULATIONS. The use of the Property is and shall be subject to additional rules or regulations as may be in effect from time to time, provided these rules and regulations shall not be inconsistent or conflicting with the provisions of the Amended Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Bridleridge Subdivision. The Board, by a majority vote, may adopt, amend, change, modify, or eliminate any rule or regulation provided it first notices the Owners of such proposed rule or regulation, allowing a reasonable time for comment, that time to be set out in the notice, before adoption or change.

Section 2.11 ENFORCEMENT OBLIGATIONS, DELEGATION, and WAIVERS.

- (a) Neither the Association nor the Association's board of directors has any responsibility to police or enforce any violations of the Governing Documents and shall have no liability for any violations, or for the failure to create, monitor, or enforce the same.
- (b) The Association may, in its sole discretion, delegate or assign any of its rights or authority granted by the Declarations, subject to the limitations in Article IV.
- (c) The Association may, in its sole discretion, waive any violation of the Governing Documents and grant variances as it sees fit.

Section 2.12 SIGNS. No signs (including advertising, political, "for sale," and others) are not permitted on any Lot. Garage sale signs reasonable in size and appearance are permitted so long as they are removed within 12 hours of the garage sale concluding. Industry-standard signs used to identify the Community and professional real estate signs indicating a Lot or Dwelling is for sale are permitted subject to approval by the Architectural Control Authority.

Section 2.13 TREES. Trees which have a diameter in excess of six inches (6") and are measured at two feet (2') or more above the ground shall not be intentionally destroyed or removed except with prior written approval from the Architectural Control Authority.

Section 2.14 CHANGING ELEVATIONS. A Lot shall not be excavated or earth extracted for any business or commercial purpose. No elevation changes, which materially affect surface grades of any surrounding Lot, are permitted without written approval in writing from the Architectural Control Authority.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 CONTROL OF THE ASSOCIATION. The Owners are in control of the Association, which shall be governed by a Board of Directors.

Section 3.2 MEMBERSHIP. Every Owner of a Lot shall be a member of the Association. Each Lot shall be entitled to one vote.

Section 3.4 ASSOCIATION'S BOARD OF DIRECTORS. The business and affairs of the Association shall be managed by a Board of Directors of not less than three (3) directors, each of whom shall be elected by a majority vote of the Members of the Association in accordance with the By Laws. Directors must be Members in good standing of the Association. No Director shall incur any liability whatsoever for any actions taken in good faith and within the scope of his or her authority in implementing or enforcing any provision of the Governing Documents.

ARTICLE IV ASSESSMENTS

Section 4.1 ASSESSMENTS.

(a) By accepting a deed to a Property, every Owner of any Lot(s) within the Property is personally obligated to pay to the Assessments and all Costs of Collection incurred as a result of Association enforcing or attempting to enforce any provision of any Governing Document.

(b) Assessments and Costs of Collection are a charge on the land and a continuing lien upon the Lot(s) upon which they are levied. Owners of any Lot(s) are jointly and severally liable for all Assessments and Costs of Collection that are attributable to that Lot. In the event an Owner holds title to multiple Lots in the Community, the Association's continuing lien may be treated as one all-encompassing lien on all the Lots of the Owner(s) for purposes of the remedies available to the Association.

(c) Upon demand, the Association shall furnish to any Owner or attorney representing a prospective purchaser of a Lot, a certificate in writing signed by an officer of the Association setting forth whether the Assessments have been paid. This certificate shall be conclusive evidence of payment of any Assessments. At all times the Association's records, with respect to payments made or due, shall be deemed correct unless proper documentation to the contrary can be produced.

(d) This Article shall not be amended to eliminate or substantially impair the obligation to fix the Assessments at an amount sufficient to properly operate the Association or perform any of its obligations without the written consent of the Association.

(e) There shall be three types of Assessments: (1) Regular Assessments, (2) Assessments for Non-Compliance with the Declaration, Bylaws, Regulations, Architectural Guidelines, or other Governing Documents, and (3) Special Assessments.

Section 4.2 REGULAR ASSESSMENTS.

(a) The Regular Assessments levied by the Association shall be used exclusively for the purposes of the general operation of the Association, reserves, and the promotion of the health, safety, and welfare of the residents of the Community.

(b) The Association shall fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as otherwise stated and shall be assessed against all Lots at the same time. The Association may create a budget and fix the date of commencement, the size and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot and prepare a roster of the Owners and the Assessments. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner at any reasonable time. If the Association fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. The budget shall be kept in the office of the Association and be available for inspection by any Owner at any reasonable time.

Section 4.3 ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, Tenant, or their Permittees fail to comply with any of the provisions of the Governing Documents, the Board may issue Assessments against the responsible Lot(s) and Owner(s) in amounts it determines, which shall be an Assessment for Non-Compliance.

Section 4.4 SPECIAL ASSESSMENTS. The Association may levy an Assessment, which must be fixed at a uniform rate for all Lots, for the purpose of covering or defraying the cost of any construction, maintenance, repair, or replacement of any Improvement of or upon the Common Areas. The Association may also levy an Assessment to cover any unexpected budget shortfall or unexpected costs or expenses.

Section 4.5 SUBORDINATION OF THE LIEN. A lien for unpaid Assessments or Costs of Collection is subordinate to a first mortgage recorded with the Lexington County Register of Deeds prior to any Assessment or Cost of Collection becoming delinquent. The sale or transfer of a Lot or Dwelling does not affect a lien created herein. A first lien mortgagee obtaining title to a Lot or Dwelling pursuant to a foreclosure shall not be liable for unpaid Assessments which accrued prior to its acquisition of title.

Section 4.6 LIENS ARE EXEMPT FROM THE SOUTH CAROLINA HOMESTEAD EXEMPTION AND WAIVER OF HOMESTEAD EXEMPTION. Any lien created as stated herein shall be exempt from the South Carolina Homestead Exemption; if such lien is foreclosed upon, each Owner, by acceptance of the deed to a Lot, waives any right to assert a Homestead

Exemption.

Section 4.7 NOTICE OF APPRAISAL RIGHTS AND WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding, a defendant against whom a personal judgment is taken or asked may, within thirty (30) days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value, as approved by the court, would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. EACH LOT OWNER WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE LOT.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1 ARCHITECTURAL CONTROL AUTHORITIES. The Architectural Control Authority shall be composed of Owners in such numbers and with such qualifications as may be determined by the Board.

Section 5.2 PROCEDURES.

(a) Any person desiring to construct, repair, maintain, place, replace, or reconstruct any Improvement on any Lot or to make any improvements, alterations, or changes to any Improvement, in addition to obtaining any and all applicable property owner or governmental approvals, shall submit Plans and any other documentation required by the Architectural Control Authority to the Architectural Control Authority, which shall evaluate, approve, disapprove, or refuse to approve in writing such Plans in light of the purpose of the Declaration. The Architectural Control Authority shall have complete discretion to approve or disapprove Plans for any Improvement and to withhold review of any and all Plans submitted to it from an Owner who is not in good standing as a Member of the Association, including Members who owe past due Assessments on any Lot. The Architectural Control Authority may issue Architectural Guidelines and Regulations to assist it in the approving of Improvements and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. Any person using any Improvement shall comply with the Regulations established and amended from time to time. An aggrieved Owner may appeal the final decision of the Architectural Control Authority to the Board through the process set forth in the Architectural Guidelines or the Regulations. The failure to publish Architectural Guidelines shall not affect the architectural review authority of the Association or the Architectural Control Authority.

(b) The Architectural Control Authority may charge a reasonable review fee for its initial and any subsequent review, the amount of which shall be established by the Architectural Control Authority or set forth in the Architectural Guidelines. The Architectural Control Authority may, at its option, employ outside professional services for the review of Plans and specifications and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the Architectural Control Authority must be approved by the Association.

(c) **APPROVAL OF ANY PLANS AND SPECIFICATIONS OR THE GRANTING OF A VARIANCE WITH RESPECT TO ANY OF THE ARCHITECTURAL**

GUIDELINES AND REGULATIONS BY THE ASSOCIATION OR THE ARCHITECTURAL CONTROL AUTHORITY SHALL NOT BE CONSTRUED TO SET A PRECEDENT FOR APPROVAL, ALTER THE PUBLISHED ARCHITECTURAL GUIDELINES, OR BE DEEMED A WAIVER OF THE ASSOCIATION'S OR OF THE ARCHITECTURAL CONTROL AUTHORITY'S RIGHTS TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS.

(d) The Architectural Control Authority may require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the Architectural Control Authority. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot shall not act as precedent or affect the setting of an amount or conditions of compliance for any other Lot. The compliance deposit may be retained or utilized by the Architectural Control Authority in any manner that they determine to be reasonable.

(e) **NEITHER THE ASSOCIATION, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS NOR ANY OTHER MEMBER OF AN ARCHITECTURAL CONTROL AUTHORITY SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE ASSOCIATION, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE ASSOCIATION, THE BOARD OF DIRECTORS, OR ARCHITECTURAL CONTROL AUTHORITY. FURTHER, NEITHER THE ASSOCIATION, THE ASSOCIATION, ARCHITECTURAL CONTROL AUTHORITY, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ASSOCIATION, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ASSOCIATION, THE BOARD OF DIRECTORS, OR THE ARCHITECTURAL CONTROL AUTHORITY FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT (S)HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE ASSOCIATION, THE MEMBERS OF ITS BOARD OF DIRECTORS OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR ANY MEMBER OR AGENTS OF THE ARCHITECTURAL CONTROL AUTHORITY, TO RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL. EACH OWNER, BY ACCEPTANCE OF THE DEED TO THE LOT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH APPROVAL OR DISAPPROVAL.**

ARTICLE VI

OWNER'S MAINTENANCE RESPONSIBILITIES

Section 6.1 OWNER'S MAINTENANCE RESPONSIBILITIES. All maintenance and repair of a Lot, together with all portions of the Dwelling, and other Improvements on the Lot, including landscaping maintenance, shall be the responsibility of the Owner. The responsibility of each Owner shall include painting, maintaining, repairing, and replacing siding, exterior doors, fixtures, mailboxes, equipment, and appliances (including the heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be a part of the Dwelling or Lot, and the lawns, trees, shrubs, fences, grass, driveways, walkways, patios, or sidewalks and any other landscaping component on the Lot. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights, and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, patios, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters, and downspouts in a good state of repair. In addition, each Owner shall maintain their trash receptacles in such a manner as to prevent any foul or unpleasant odors from disturbing others, or odors that may attract animals. Each Owner shall ensure that trash receptacles containing building or construction waste and debris are maintained in a manner in keeping with the requirements of this Section, including the responsibility of keeping said receptacles from becoming overloaded with waste and debris or becoming an aesthetic eyesore or potential danger for others in the Community. The Association shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

Section 6.2 OWNER MUST PROVIDE INSURANCE OF DWELLING. Each Owner shall, at its own expense, insure the Dwelling and all other insurable Improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use, including vandalism, malicious mischief, windstorm, and water damage.

Section 6.3 RECONSTRUCTION OR REPAIR OF DAMAGED DWELLING. If any Dwelling or other Improvement on a Lot is damaged, the Owner shall promptly, as such period shall be deemed reasonable and appropriate by the Association, reconstruct or repair it to restore the Dwelling or Improvement to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications approved by the Association. Encroachments upon or in favor of Dwelling or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Dwelling or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Architectural Control Authority or as the building was originally constructed.

ARTICLE VII REMEDIES

Section 7.1 REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall bear a \$30.00 late fee for each month the Assessment

is due and not paid and interest at the rate of 15% per annum on the total of the account, compounded, or the highest rate allowed by law. If an Owner is delinquent, the Association has the right to accelerate all Assessments due from the Owner of that Lot and any other Lots for that budgeted period. The Association may bring an action at law against the Owner personally obligated and/or foreclose the lien created against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages and may seek a deficiency judgment. No Owner may waive or otherwise escape liability for the Assessments, which includes the Costs of Collection.

Section 7.2 REMEDIES FOR FAILURE TO MAINTAIN EXTERIOR OF DWELLING AND LOT. In the event that a Lot or Dwelling is not properly maintained, the Association may, in addition to any other remedy, provide such exterior maintenance. The Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in the notice to perform the maintenance himself or to satisfy the Association that the required maintenance or repair will be completed in a timely manner. The determination as to whether a Lot or Dwelling is not properly maintained is within the sole discretion of the Board.

In the event the Association performs maintenance, repair, or replacements, the costs together with all Costs of Collection and a service charge equal to 25% of the maintenance, repair, or replacement costs will be added to and become a part of the Assessment to which the Lot and Owner are subject. Provided, however, under this section, an owner shall have 30 days after notice to pay the maintenance or repair before the imposition of collection costs or service charges.

Section 7.3 ADDITIONAL REMEDIES. Enforcement of the Governing Documents, in addition to any other remedy set out herein, may be carried out through any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of any Governing Document, either to prevent or restrain violations, to recover damages, or to compel a compliance with the terms. Any failure by the Association, the Board, or any Owner to enforce any covenant or restriction shall not be deemed a waiver of a right to do so thereafter. The Association has the right to remove any Improvement, structure, or thing that is in violation of the Declaration, Architectural Guidelines, or Regulations at the expense of the Owner, including the right to cease current construction and enjoin further construction. Any entry, abatement, or removal occurring pursuant to this section shall not be deemed a trespass. The Association or Association is entitled to recover all attorneys' fees and costs incurred in pursuing any remedy against an Owner or Lot.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 DURATION. The Declaration shall run with and bind the Property and shall inure to the sole benefit of and be enforceable by the Association, so long as the Association owns any portion of the Property, ~~and thereafter to the Association.~~ All covenants, conditions, limitations, restrictions, obligations and rights set forth in this Declaration, as the same may be amended from time to time, shall be binding and run with the land and continue until twenty one (21) years from the date of execution hereof, after which time said covenants shall be automatically

extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners is recorded, agreeing to change the same in whole or in part.

Section 8.2 NOTICE. Any notice required to be sent to any Owner or other person under the provision of this Declaration shall be deemed to have been received by the intended recipient when sent either (a) via electronic mail to the last known e-mail address provided to or known by the Association, (b) personally delivered or mailed (including via USPS, FedEx, UPS, or any other nationally-recognized overnight courier service) to the last known address of the person who appears authorized to receive notice or vote as shown in the records of the Association at the time of such mailing, (c) personally delivered or mailed (including via USPS, FedEx, UPS, or any other nationally-recognized overnight courier service) to the Lot, or (d) posted on the Lot.

It shall be the responsibility of any Owner to file written notice with the Association of the name, address, and e-mail address of the person authorized to receive notifications from the Association as to Assessments, infractions of the Governing Documents, or other information relevant to the Community.

Section 8.3 SETTLEMENT STATEMENT AUTHORIZATION. The Owner, by acceptance of the deed to the Lot, authorizes and directs the closing attorney to provide the Association with a copy of the HUD Settlement Statement from the closing transferring the Lot and/or Dwelling to the Owner. If closing attorney fails to provide the HUD Settlement Statement, Owner is responsible for delivering the same to the Association.

Section 8.4 SEVERABILITY. In the event any one or more of the provisions of this Declaration or other Governing Documents is declared void, such judgment or decree shall not affect, modify, or nullify any of the remaining provisions of this Declaration or other Governing Document not declared void. All remaining provisions of this Declaration or other Governing Document not expressly deemed void shall continue unimpaired and in full force and effect.

Section 8.5 AMENDMENT.

(a) Amendments to the Declaration can made at an annual meeting provided (i) Owners are notified of the proposed amendment by letter or e-mail at least 30 days prior and no more than 60 days prior to the annual meeting, AND (ii) a minimum of 10% of Owners in good standing are present or have submitted proxies AND (iii) a majority of those Owners in good standing who are present or have submitted proxies vote in favor of the amendment by signing an instrument stating the same. To be effective, any amendment and the signatures of Owners consenting to the same should be filed with the Lexington County Register of Deeds.

(c) Without limiting the foregoing, the Board shall, at any time and from time to time, as it sees fit, have the right to cause the Declaration to be amended to correct any clerical or scrivener's error(s) without approval of the Owners as stated in Section 8.5(a).

(d) In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") or the Federal National Mortgage Corporation ("FNMC") or any other insurer or purchaser of mortgage secured by the Lots, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with such requirements if one or more Owners obtains

FHA, VA, or FNMC financing and the Association consents in writing. Without limiting the foregoing, if required to effect any amendments made pursuant to the previous sentence, the Board shall have the right to cause this Declaration to be amended without approval of the Owners as stated in Section 8.5(a).

Section 8.6 EFFECTIVE DATE. This Declaration and any amendments shall become effective upon its recordation with the Register of Deeds.

Section 8.8 PAID PROFESSIONAL MANAGER. The Association may employ a manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Community and in the discharge of the Association's duties throughout the Community.

Section 8.9 BINDING EFFECT. The Declaration and other Governing Documents shall be binding upon all Owners, their heirs, personal representatives, successors, and assigns.

Section 8.10 WAIVER. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be construed to constitute a precedent or be deemed a waiver of the right to do so at any time and shall not bar or affect enforcement.

Section 8.11 COSTS OF COLLECTION AND ENFORCEMENT. Should the Association employ counsel to enforce the Declaration or any provision of the Governing Documents, including collection or attempted collection of Assessments, all Costs of Collection incurred in enforcement shall be paid by the Owner(s) and/or other responsible person designated herein in addition to being assessed to the Lot or Lots.

Section 8.12 ASSOCIATION LIABILITY AND HOLD HARMLESS. The Association shall not be liable or responsible for any violation of the Declaration or other Governing Document. Owners shall hold the Association harmless from any liability, loss, or cost arising out of their or their Permittees' acts.

Section 8.13 SAFETY AND SECURITY. Each Owner and their respective Permittees, Tenants, Guests, etc. shall be responsible for their own personal safety and the security of their property in the Community. The Association has no duty to enhance the level of safety or security which each person provides for himself or herself and his or her property, nor shall the Association have any duty to respond to a safety or security problem if provided notice of such, although nothing prevents either from voluntarily (1) passing on such notification to the proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security, or (3) taking action to enhance the level of safety or security in the Community. The Association is not an insurer or guarantor of safety or security within the Community, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to a security problem or a dangerous or hazardous condition of any Property within the Community. Each Owner acknowledges, understands, and assumes full responsibility for informing its Permittees, etc. that the Association is not an insurer or guarantor of security or safety and that each person within the Community assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents therein. Each Owner

also acknowledges, understands, and shall inform its Permittees, etc. that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.

Section 8.14 TIME REDUCTION. In the event that any of the provisions are declared void by reason of the period of time stated, then the period of time shall be reduced to a term which does not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time and any extensions thereafter, if allowable.

ARTICLE XI COMMON AREAS

Section 9.1 MAINTENANCE AND OPERATION OF COMMON AREAS. The Association, at its sole cost and expense (subject to payment of Assessments by Owners as set forth herein), shall operate and maintain the Common Areas, which include all entrances, entrance signs, and the property surrounding the entrances designated as Common Areas. This includes paying utility bills and any other services required to maintain the Common Areas. Unless located on a Lot or accepted by another responsible party (including, without limitation public bodies, governmental bodies, districts, agencies or authorities), all roadways, whether located on a Common Area or not, shall be maintained by the Association. The maintenance, operation, and repair of the Common Areas shall include, but is not limited to, repairing damage to pavements, roadways, walkways, or outdoor lighting, except when such responsibilities are accepted by responsible parties, including public bodies, governmental bodies, districts, agencies or authorities. This Section shall not be amended to eliminate or substantially impair the obligation of the Association to maintain and repair of Common Areas.

Section 9.2 PROPERTY RIGHTS IN THE COMMON AREA. Subject to the limitations set forth herein, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Board may dedicate, transfer, or convey all or any part of the Common Areas provided no such dedication, transfer, or conveyance adversely affects the use of the Common Areas by the Members.

Section 9.3 STRUCTURES ON COMMON AREAS. There shall be no structure, improvement, or material alteration to any Common Area without the prior written approval of the Architectural Control Authority.

Signatures on the following page

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

ASSOCIATION:

Bridleridge HOA

By: Geo Bm (SEAL)

Name: George Ramboss

Title: HOA President

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF Lexington)

I, Angela T. Spencer, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Bridleridge Homeowners' Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this
11 day of October 2018.

Angela T. Spencer (SEAL)
Notary Public for South Carolina
My Commission Expires: 9/20/27

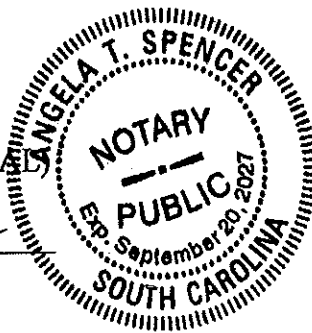


EXHIBIT 1
LEGAL DESCRIPTION

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, and 83 on plat of BRIDLERIDGE SUBDIVISION PHASE ONE prepared by Belter & Associates, Inc. dated January 12, 1996, last revised May 27, 1996, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 198, at Plat Number 1; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This conveyance is made subject to conditions, easements, and restrictions of record and those which an inspection of the property would disclose.

This conveyance is made further subject to Declaration of Covenants, Restrictions, Easements, Charges and Liens for Bridleridge dated June 12, 1996, and to be recorded in the Office of the RMC for Lexington County.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, and 266 on plat of BRIDLERIDGE S/D PHASE THREE prepared by Belter & Associates, Inc. dated January 24, 1995, last revised February 17, 1996, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 206, at Plat Number 4; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lot 266 on plat of BRIDLERIDGE S/D PHASE THREE prepared by Belter & Associates, Inc. dated January 24, 1995, last revised February 17, 1996, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 206, at Plat Number 4; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property conveyed to the Grantor by deed of Michael J. Mungo dated and recorded September 19, 1995 in Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, and 101 on Sheet 1 of 2 plat of BRIDLERIDGE SUBDIVISION PHASE TWO prepared by Belter & Associates, Inc. dated December 10, 1996, last revised April 4, 1997, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 287, at Plat Number 3; reference for a more complete and accurate description; all measurements being a little more or less.

AND ALSO

SHEET 2 OF 2

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 on Sheet 2 of 2 plat of BRIDLERIDGE SUBDIVISION PHASE TWO prepared by Belter & Associates, Inc. dated December 10, 1996, last revised April 4, 1997, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 287, at Plat Number 3; reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 141; 142; 222; 223, 224, 225, 226, 227, 228, 229, 230, and 231 on plat of BRIDLERIDGE S/D PHASE 4A prepared by Belter & Associates, Inc. dated July 22, 1997, last revised August 19, 1997, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 324, at Plat Number 1; reference being made to same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed recorded in Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 143, 144, 145, 146, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, and 221 on plat of BRIDLERIDGE S/D PHASE 4B prepared by Belter & Associates, Inc. dated October 20, 1997, last revised November 11, 1997, and recorded in the Office of the R.M.C. for Lexington County in Plat Slide 349, at Plat Number 4; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed of Michael J. Mungo dated and recorded September 19, 1995 in the Lexington County Record Book 3481 Page 286.

All those certain pieces, parcels, or lots of land, with the improvements thereon, if any, situate, lying and being in the County of Lexington, State of South Carolina, being shown and delineated as Lots 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163m 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, and 195 on plat of BRIDLERIDGE S/D PHASE 5 prepared by Belter & Associates, Inc. dated April 30, 1998, last revised November 11, 1997, and recorded in the Office of the R.O.D. for Lexington County in Plat Slide 391 at Plat Number 7; reference being made to the same which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This is a portion of the property heretofore conveyed to the Grantor by deed of Michael J. Mungo dated and recorded September 19, 1995 in Lexington County Record Book 34871 Page 286.

EXHIBIT 2

DEFINITIONS OF SIGNIFICANT TERMS

The terms used in this Declaration are intended to have their normal, commonly understood meanings except as otherwise specified. Capitalized terms shall have the meanings ascribed to them in this Exhibit B unless the context specifies otherwise. Words importing singular include plural and vice versa; words importing the masculine gender include the feminine and vice versa; words importing a person include entities and vice versa.

Architectural Control Authority: the Association, any appointees of the Association, or any architectural control boards or committees appointed by the Association to act as such.

Architectural Guidelines [and Regulations]: policies, rules, or procedures which shall act as a guide for the architectural control and review process and for the maintenance, construction, or renovation of Improvements, which may be published or amended by the Architectural Control Authority. Failure to publish any Architectural Guidelines shall not diminish the architectural control and review authority of the Architectural Control Authority.

Assessment(s): all costs and fees charged to an Owner as specified in the Declaration pursuant to Articles 5.1, 5.2, 5.3, and 5.4 plus Costs of Collection.

Assessment(s) for Non-Compliance: as defined in Article 5.3.

Association: Bridleridge Homeowners Association, Inc. a South Carolina non-profit corporation, its successors, and assigns.

Board or Board of Directors: the Association's board of directors.

Bylaws: the bylaws of the Association.

Community: the subdivided Property.

Costs of Collection: any expense incurred by the Association or Association (a) in realizing a due or promised payment/obligation, (b) in enforcing any rights granted to it by the Governing Documents, or (c) in pursuing any violation of the Governing Documents. Costs of Collection shall include attorneys' fees and costs.

Declaration(s): this Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens, any amendments or modifications.

Dwelling: a single-family home in the Community.

Governing Document(s): collectively as may apply, the Declaration, By Laws, Articles of Incorporation, Regulations, and Architectural Guidelines and Regulations.

Improvement(s): a thing or object upon any portion of the Property including by way of

illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, patio, siding, doors, fixtures, equipment, and appliances.

Lot(s): any parcel of land on which an Improvement(s) or Dwelling(s) may be erected, shown and described as a "Lot" on any recorded subdivision plat of the Property.

Member(s): any Owner.

Owner(s): record owner or owners of any of the Lots and the heirs, successors, and assigns of any Owner.

Permittee(s): Owner's family, friends, guests, agents, customers, invitees, licensees, employees, servants, contractors, tenants and tenant's family, friends, guests, agents, customers, invitees, licensees, employees, servants, and contractors.

Plans: plans, specifications, elevations and exterior designs proposed to be built as an Improvement on any Lot, or any other item designated in the Architectural Guidelines, as well as a site plan showing building setbacks and locations of all Improvements or other items designated in the Architectural Guidelines within the Lot.

Property: all property, including but not limited to Lots, streets, or road rights-of-way subject to this Declaration, which is described in Exhibit 1, together with any additional land that may be annexed or incorporated in the Property by amendments or supplemental Declarations

Register of Deeds: the office of the Register of Deeds in the county in which the Property is located.

Regular Assessment(s): as defined in Article 4.

Regulations: guidelines, rules, policies, regulations, and procedures adopted by the Association or Board of Directors for the Community.

Special Assessments: as defined in Article 4.

Tenant(s): a person who occupies a Lot or Dwelling, in whole or in part, from a landlord and pays rent.

EXHIBIT 3
Signatures of Owners Indicating Consent to the Declarations