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AIKEN COUNTY, SC
By: JOYCE H EGGLE DEPUTY REC
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

BARRINGTON FARMS

**Barrington Farms, LLC
a South Carolina Limited Liability Company
Post Office Bxo 404
Aiken, SC 29802**

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARRINGTON FARMS**

This Declaration of Covenants, Conditions and Restrictions for Barrington Farms (this "Declaration") is made this 8th day of March, 2006 by Barrington Farms, LLC, a South Carolina limited liability company.

**Article I
STATEMENTS OF PURPOSE AND DECLARATION**

1.1. Owner. Declarant is the owner of the property located in the County of Aiken, State of South Carolina, described on the attached Exhibit A (the "Property"). Declarant hereby makes the following declarations.

1.2. Purpose. The purpose of this Declaration is to create a planned residential equestrian community (the "Project") in a rural, natural environment consistent with historic southern equestrian farms and in an environmentally sound manner that will be known as "Barrington Farms".

1.3. Intention of Declarant. Declarant intends to protect the value and desirability of the Project, further a plan for the improvement of the Project, create a harmonious and attractive development, and promote and safeguard the health, comfort, safety, convenience and welfare of the owners of Lots in the Project.

1.4. Development and Use. Upon completion, the Project will consist of a maximum of SIXTEEN (16) Lots.

1.5. Imposition of Covenants. To accomplish the purposes indicated above, Declarant hereby declares that from the date of recording this Declaration forward, the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants shall run with the land and be binding upon all persons having any right, title or interest in all or any part of the Property (including Declarant) and their heirs, successors and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each Owner of the Property. All Owners (including Declarant) are subject to all rights and duties assigned to Owners under these Covenants. During the period that Declarant is the Owner of a Lot, Declarant also enjoys the same rights and assumes the same obligations as they relate to each Lot owned by Declarant.

**Article II
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

2.1. "Annual Assessment" means the Assessment levied pursuant to Section 7.3.

2.2. "Articles" or "Articles of Incorporation" means the articles of incorporation for the Association, which have been filed with the South Carolina Secretary of State to create Barrington Farms Association, Inc., as such articles may be amended or restated from time to time.

2.3. "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article VII below.

2.4. "Association" means Barrington Farms Association, Inc., a South Carolina nonprofit membership corporation, and any successor of that entity by whatever name, charged with the duties and obligations of administering the Project.

2.5. "Board of Directors" or "Board" means the Board of Directors of the Association, which is the executive board designated in this Declaration to act on behalf of the Association.

2.6. "Buildings" mean the buildings (including all fixtures and improvements contained within them) located on the Property.

2.7. "Bylaws" means the Bylaws of the Association, which establish the methods and procedures of its operation, as such bylaws may be amended or restated from time to time.

2.8. "Common Elements" means all of the Project, except the Lots, but including, without limiting the generality of the foregoing, the following components:

2.8.1. The Property, excluding improvements on the Property unless specifically described in this Section 2.8; and

2.8.2. The bridle paths, walkways, paths, grass, shrubbery, trees, driveways, roadways, landscaping, parking areas and related facilities upon the Property, whether owned directly or available for use by easement; and

2.8.3. In general, all other parts of the Project designated by the Declarant as Common Elements and existing for the use of one or more of the Owners.

The Common Elements shall be owned by the Association, and each Owner of a Lot shall have a nonexclusive easement for the use of the Common Elements as provided below.

2.9. "Common Expenses" means and includes the following: (i) expenses of administration, insurance, operation and management, repair, or replacement of the Common Elements, except to the extent such repairs and replacements are the responsibilities of an Owner as delineated in Section 8.1 below; (ii) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws of the Association; (iii) sums lawfully assessed against the Lots by the Board of Directors; (iv) expenses agreed upon as Common Expenses by the Members of the Association; and (v) expenses provided to be paid pursuant to any Management Agreement.

2.10. "Declarant" means Barrington Farms, LLC, a South Carolina limited liability company, or its successors or assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant as provided in this Declaration below.

2.11. "Default Assessment" means any Assessment levied by the Association pursuant to Section 7.6 below.

2.12. "Default Rate" means an annual rate of interest that is the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by applicable law.

2.13. "Development Rights" is defined in Section 13.1.2.

2.14. "Director" means a member of the Board.

2.15. "Individual Lot" or "Lot" means any parcel of land designated for separate ownership and occupancy depicted on the Map. Unless the context indicates otherwise, the term Individual Lot or Lot includes all improvements on the Lot.

2.16. "Management Agreement" means any contract or arrangement entered into for purposes of discharging certain of the responsibilities of the Board of Directors relative to the operation, maintenance and management of the Project.

2.17. "Manager" means any such person or entity engaged by the Board to perform certain duties, powers or functions of the Board pursuant to this Declaration or the Bylaws.

2.18. "Map" means that the final recorded survey of Barrington Farms, Phase I, prepared by by Southern Partners, Inc. dated 1-30, 2006, and recorded in Plat Book 51, Page 4 in the Office of the Register of Deeds of Aiken County, South Carolina and any amendments, or supplements thereto or replacements thereof recorded by Declarant in said records. * 143 - 148

2.19. "Member" means any person holding a membership interest in the Association.

2.20. "Mortgage" means any mortgage, deed of trust or other document which is recorded in the office of the Register of Deeds of Aiken County, South Carolina and which encumbers any portion of the Property or interest therein as security for payment of a debt or obligation.

2.21. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.22. "Owner" means the owner of record (including Declarant), whether one or more persons, of fee simple title to any Lot, but does not mean or refer to any person who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person has acquired fee simple title pursuant to the foreclosure or other proceedings.

2.23. "Period of Declarant Control" means the period during which Declarant (or any Successor Declarant) may appoint and remove the Directors and officers of the Association as permitted herein. The Period of Declarant Control will begin on the date this Declaration is filed of record with the office of the Register of Deeds of Aiken County, South Carolina and shall terminate on the later of the following: (i) 60 days after conveyance of 95% of the Lots to Owners other than Declarant (or any Successor Declarant); (ii) or March 31, 2010; or (iii) the date on which Declarant (or any Successor Declarant) voluntarily terminates the Period of Declarant Control by recording a notice to that effect in the office of the Register of Deeds of Aiken County, South Carolina, whichever of the foregoing dates or events occurs first. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will have all rights and duties ordinarily given to Members under this Declaration.

2.24. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

2.25. "Project" means the planned residential development established by this Declaration known as "Barrington Farms".

2.26. "Project Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles, the Bylaws, and any procedures, rules, regulations or policies adopted under such documents by the Association or the Board of Directors and its authorized committees, and the Map.

2.27. "Property" means the real property described on Exhibit A and subjected to this Declaration.

2.28. "Special Assessment" means an Assessment levied pursuant to Section 7.5 below on an irregular basis.

2.29. "Special Declarant Rights" are defined as set forth in Section 13.1 below.

2.30. "Special Declarant Rights Period" means the period beginning on the date this Declaration is first recorded in the office of the Register of Deeds of Aiken County, South Carolina and ending the date on which Declarant shall have conveyed to parties (other than a Successor Declarant) all Lots originally owned by Declarant in the Project.

2.31. "Successor Declarant" means any party or entity to whom Declarant assigns all of its rights, obligations, or interest as Declarant, as permitted by Section 24.6 and evidenced by an assignment or deed of record in the office of the Register of Deeds of Aiken County, South Carolina, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, Declarant's rights and obligations under the Declaration shall cease and terminate to the extent provided in such document.

Article III THE PROJECT

3.1. Establishment of the Project. By this Declaration, the Project is established as a planned residential development consisting of no more than sixteen (16) Lots as shown on the plat of the development filed on the public records of Aiken County.

3.2. Division Into Lots. The Property is hereby divided into sixteen (16) Lots, each consisting of a fee simple interest in the land and any improvements located thereon, together with a perpetual non-exclusive easement over the Common Elements. No lot shall be subdivided, or its boundary lines changed, nor shall application be made to the County of Aiken, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves unto itself and its successors and assigns, the right to re-plat and change the boundary lines or further subdivide any lot or lots owned by it in order to create a modified building lot or lots and to make such re-platted lot suitable or fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of the said re-platted lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot with only the exterior boundary lines of the resulting larger lot being considered in the interpretation of this Declaration. Each portion of a subdivided lot will be assessed at the full amount of an original lot; combined lots will be assessed at the full amount of both original lots.

3.3. Delineation of Lot Boundaries. The boundaries of each Lot shall be delineated and designated on Maps to be recorded with the Register of Deeds of Aiken County, South Carolina.

3.4. Inseparability of Lot. No part of a Lot or of the legal rights comprising the ownership of a Lot may be partitioned or separated from any other part thereof during the period of ownership prescribed in this Declaration. Each Lot shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete disposition of a Lot and any part thereof shall be presumed to be a disposition of the entire Lot, together with all appurtenant rights and interests created by law or this Declaration, including the Owner's membership in the Association. No lot shall be used for vehicular ingress and egress to an adjacent property unless specifically approved by the Declarant.

3.5. Nonpartitionability of Common Elements; Dedication; and Annexation. Subject to the provisions of this Article and Article IV, the Common Elements shall be owned by the Association and shall remain physically undivided, and no Owner shall bring any action for partition or division of the Common Elements.

Notwithstanding the foregoing, the Association shall have the right, in its sole discretion, to dedicate, sell or otherwise transfer all or any part of the Common Elements to any public, governmental, or quasi-governmental agency, authority or utility for such purposes or encumber the Common Elements with a conservation easement, farmland easement or similar easement or encumbrance. However, after the expiration of the Period of Declarant Control, such dedication or transfer shall not be effective unless an instrument has been signed by Members holding an aggregate interest equal to at least 75% of all votes of the Association. Notwithstanding the preceding sentence, the granting of easements for public utilities, for access by pedestrians, for other uses related to the Project, or for other public purposes not inconsistent with the intended use of the Common Elements shall not be deemed a transfer requiring such consent of the Members. In addition, dedication of the main roadway servicing the Project and/or spurs and cul-de-sacs to

a public, government or quasi-governmental agency for public purposes not inconsistent with the intended use of the Common Elements shall not be deemed a transfer requiring such consent of the Members.

Article IV OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

4.1. Common Elements. Every Owner and the family members, guests, tenants and licensees of each Owner shall have a perpetual non-exclusive right and easement of access over, across and upon the Common Elements for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Lot; provided, however, that such right and easement shall be subject to the following:

4.1.1. The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration;

4.1.2. The right of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under and across the Project; and

4.1.3. The right of the Association to adopt, from time to time, any and all rules and regulations concerning the Common Elements as the Association may determine are necessary or prudent.

Article V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one or more persons, will have more than one membership per Lot owned, but all of the persons owning each Lot shall be entitled to rights of membership and use and enjoyment appurtenant to such ownership.

5.2. Transfer of Membership. An Owner shall not transfer, pledge, or alienate the associated membership in the Association in any way, except upon sale or encumbrance of the Owner's Lot and then only to the purchaser of the Lot.

5.3. Classes of Membership. Initially, the Association shall have one class of voting membership, composed of all Owners. The Bylaws may set forth additional classifications of membership from time to time.

5.4. Voting Rights. Each Member shall be entitled to vote in Association matters pursuant to this Declaration. Each Lot shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any Owner of a Lot that is leased may assign his voting rights to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

5.5. Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain exclusive powers to appoint and remove Directors and officers of the Association.

Notwithstanding the foregoing, the Declarant may voluntarily surrender the right to appoint and remove Directors and officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for

termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require throughout the balance of the Period of Declarant Control (had it not been voluntarily terminated) that specified actions of the Board, as described in an instrument executed and recorded by the Declarant in the office of the Register of Deeds of Aiken County, South Carolina be approved by Declarant before those actions become effective. After the Period of Declarant Control, the Directors and the officers of the Association will be elected as provided in the Bylaws.

5.6. Notice of Membership. Any Person, on becoming a Member, will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence vesting the person with the interest required to make him a Member as may be specified by the Board under the Bylaws or the under Association rules. At the same time, the Member will provide the Association with the single name and address to which the Association will send any notices given pursuant to the Project Documents. In the event of any change in the information contained in the original written notice, including any change of ownership or address, the Member will give a new written notice to the Association containing all of the information required to be covered in the original notice. The Association will keep and preserve the most recent written notice received by the Association with respect to each Member.

If the address of the Lot is the registered address of the Owner, then any notice shall be deemed duly given if delivered to any person occupying such Lot or sent to the Lot by other means specified for a particular notice in the Project Documents. All notices and demands intended to be served upon the Board shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.

Unless applicable provisions of this Declaration or applicable law expressly require otherwise, all notices given under this Declaration shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with a courier service, or regular, registered, or certified mail, postage prepaid, which shall be effective three days after deposit in the U.S. mail.

Article VI POWERS AND DUTIES OF THE ASSOCIATION

6.1. Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements (including facilities, furnishing and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management, operation, maintenance and repair by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs and fees. The Board will execute for the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Project Documents, or other applicable law.

6.2. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Project which is the obligation of the Association is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such maintenance, repair or replacement shall be a perpetual obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section and such expenses shall automatically become a Default Assessment enforceable in accordance with Article VII below.

6.3. Rules and Regulations.

6.3.1. Board's Power. From time to time and subject to the provisions of the Project Documents, the Board may adopt, amend and repeal rules and regulations governing, among other things and without limitation, the use of the Common Elements. A copy of the rules in effect will be available to each Member and any change in the rules will also be made available within a reasonable time following the effective date of the change.

6.3.2. Enforcement. The Board will provide for enforcement of the Association rules as set forth in the Bylaws.

6.4. Delegation by Association Board.

6.4.1. Delegation to Manager. The Association, acting through the Board, may employ or contract for the services of a Manager to act for the Association and the Board and the officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

6.4.2. Committees. The Association, acting through the Board, may delegate any of its rights, duties, or responsibilities to any committee or other entity that the Board may choose to form.

6.4.3. Limitation. Any delegation by the Board under this Article VI is subject to compliance with the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Project Documents.

6.5. Acquiring and Disposing of Personal Property. The Association may acquire, own and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

6.6. Cooperation with Others. The Association may contract or cooperate with the City and County of Aiken, or with other homeowners' associations or owners of nearby property as convenient and necessary to provide services and privileges for the benefit of the Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association shall be a Common Expense.

6.7. Books and Records. The Association will make available for inspection, by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of the Project Documents, and the books, records and financial statements of the Association prepared pursuant to the Bylaws, as well as any management agreement.

6.8. Reserve Account. The Association will establish and maintain an adequate reserve fund from Annual Assessments levied pursuant to Section 7.3 below for maintenance, repair, or replacement of the Common Elements that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis with contribution from the Association.

6.9. Working Capital Account. The Association will administer a working capital account funded as provided in Section 7.4.

6.10. Implied Rights and Obligations. The Association will perform all of the duties and obligations imposed on it expressly by the Project Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Project Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by the Project Documents; (ii) reasonably to be implied from the existence of another right or

privilege given expressly by the Project Documents; or (iii) reasonably necessary to effectuate any such right or privilege.

Article VII ASSESSMENTS

7.1. Creation of Lien and Personal Obligation for Assessments. Declarant, by creating the Lots pursuant to this Declaration, hereby covenants, and each Owner of any Lot, by accepting a deed for a Lot, whether or not it shall be so expressed in such deed or other instrument of transfer, is deemed to covenant to pay to the Association (i) Annual Assessments imposed by the Board of Directors as necessary to meet the Common Expenses of maintenance, operation and management of the Common Elements, to fund the reserve account contemplated under Section 7.2 and to generally carry out the functions of the Association; (ii) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (iii) Default Assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Project Documents or because the Association has incurred an expense on behalf of the Owner under the Project Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' fees and other charges, shall be a charge on the Lot and shall be a continuing lien upon the Lot until each such Assessment is paid.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' fees and other charges, shall also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due, and two or more Owners of a Lot shall be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment or leasing of his Lot or by waiver of the use or enjoyment of the Common Elements. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment liens provided in this Declaration.

7.2. Purpose of Assessments. The Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of the Project, and for the improvement and maintenance of the Property and of the services and facilities located on the Property. Proper uses of the Assessments shall include, but are not limited to, the following:

7.2.1. Repairing, replacing, renovating and maintaining any of the Common Elements;

7.2.2. Installing, maintaining and repairing utilities and utility lines upon, across, over and under any part of the Project which are not conveyed to and accepted by utility companies;

7.2.3. Obtaining and maintaining insurance in accordance with the provision of Article XIV below;

7.2.4. Establishing and maintaining reserves for repairs, replacement, maintenance, taxes, capital improvements and other purposes;

7.2.5. Carrying out all other powers, rights and duties of the Association specified in the Project Documents; and

7.2.6. Generally, addressing any other expenses necessary to meet the primary purposes of the Association.

7.3. Annual Assessments.

7.3.1. Calculation of Annual Assessments. The Board 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 Owner at least thirty 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 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 days after the budget is sent to each Owner, 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.

Annual Assessments for Common Expenses shall be based upon the estimate net requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operation of the Common Elements; expenses of management; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping and care of grounds; common lighting in the Common Elements; routine renovations within the Common Elements; wages and common water and utility charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund for general and routine maintenance, repairs and replacement of the Common Elements on a periodic basis, as contemplated under Section 7.2.

7.3.2. Apportionment of Annual Assessments. Generally, each Owner shall be responsible for that Owner's share of the Common Expenses, which, except as specifically provided in this Declaration, shall be assessed in equal amounts with respect to each Lot. Any Common Expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Lot.

7.3.3. Collection. Annual Assessments shall be collected in periodic installments as the Board may determine from time to time, but until the Board otherwise directs, they shall be payable in advance on the first day of each calendar year. A late fee in an amount established by the Association shall be charged to any Owner whose annual assessment is paid after forty-five (45) days into each calendar year. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year, however specifically excluding therefrom any amounts deposited into the reserve fund of the Association. Any such excess funds not refunded will be applied to the next installment(s) of Annual Assessments due.

7.3.4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to all Lots no later than sixty days after the date of the first conveyance by Declarant of a Lot to an Owner. The first Annual Assessment shall be prorated according to the number of months remaining in the calendar year.

7.4. Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to three months' installment of the Annual Assessment for each Lot in the Project. Upon the first conveyance of record title to a Lot from Declarant, the Owner shall contribute to the working capital and reserves of the Association an amount equal to three months' installments of the Annual Assessment at the rate in effect at the time of the sale. The Association shall maintain the working capital funds in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the Members. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contribution, or construction costs or to make up any budget deficits.

7.5. Special Assessments.

7.5.1. Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of a described capital improvement within the Project or any facilities located in the Project, including the necessary fixtures and personal property related to it, or to make up any shortfall in the current year's budget.

7.5.2. Apportionment and Collection of Special Assessments. The Board will apportion Special Assessments among the Lots and collect payment according to the same guidelines as set forth in the Annual Assessments in Section 7.3.2.

7.5.3. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least thirty days prior to the due date.

7.5.4. Member Approval. If any of the Special Assessments levied pursuant to this Section are to be used for the construction of new facilities (as opposed to repair and reconstruction of existing facilities in the Project), and if the total amount of the Special Assessments levied for such construction exceeds 25% of the gross annual budget for the Association for that year, then the use of Special Assessments for that construction will require the approval of Owners representing at least 67% of the votes in the Association. The use of Special Assessments pursuant to this Section for constructing any Common Elements shall not apply to the construction of Common Elements to be completed by Declarant as part of the initial development of the Project.

7.6. Default Assessments. All monetary fines, penalties, interest, or other charges or fees levied against an Owner pursuant to the Project Documents, or any expense (including, without limitation, attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Project Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

7.7. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment which is not paid within the time period established from time to time by the Board shall be delinquent. If such an Assessment installment becomes delinquent, or if any Default Assessment is levied, the Association, in its sole discretion, may take any or all of the following actions:

- 7.7.1. Assess a late charge for each delinquency at uniform rates set by the Board from time to time;
- 7.7.2. Charge interest from the date of delinquency at the Default Rate;
- 7.7.3. Suspend the voting rights of the Owner during any period of delinquency;
- 7.7.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 7.7.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;
- 7.7.6. File a statement of lien with respect to the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

7.8. Assessment Liens. Any Assessment chargeable to a Lot (together with any interest, late charges, costs, expenses and reasonable attorneys' fees) shall constitute a lien on the Lot, effective as of the

due date of the Assessment. To evidence the lien, the Association may, but shall not be required to prepare a written lien statement setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the delinquent Assessment amounts then owing. Any such statement shall be duly signed and acknowledged by the President or Vice President of the Association, or by the Manager, and the Association shall serve the notice upon the Owner by mail to the address of the Lot or such other address as the Association may have in its file for such Owner. At least ten days after the Association mails the statement to the Owner, the Association may record the same in the office of the Register of Deeds of Aiken County, South Carolina. The Association shall have the power to foreclose any lien for Assessments in the manner provided by law. The Association further shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the Lot.

7.9. Successor's Liability for Assessment. Upon the sale of any Lot, all unpaid Assessments on said Lot that are due and payable shall be paid from the sales price. All successors to the fee simple title of a Lot shall be liable for assessments levied during the prior Owner's ownership of the Lot; provided, however, that any successor shall be entitled to rely on the statement of Status of Assessments given by or on behalf of the Association under Section 7.13 below and the Association shall be bound by any Status of Assessments provided by it.

7.10. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments shall be superior to and prior to any homestead exemptions provided now or in the future by any federal law or the laws of the State of South Carolina and all other liens and encumbrances except the following:

7.10.1. Liens and encumbrances recorded before the date of recording of this Declaration;

7.10.2. Liens for real estate taxes and other governmental assessments or charges duly imposed against the Lot by a governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

7.10.3. The lien for all sums unpaid on a Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the Mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien.

All other persons holding a lien that is not described in Sections 7.10.1 through 7.10.3 shall be deemed to consent that any such lien or encumbrance shall be subordinate to the Association's future liens for Assessments, interest, late charges, costs, expenses and attorneys' fees as provided in the Article, whether such consent is specifically set forth in the instrument creating any such lien or encumbrance.

7.11. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any Lot to enforce any of the liens to which the lien for Assessments is subordinate shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Board. However, no such sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from, the lien of assessments made after the sale or transfer.

7.12. Exempt Property. The following portions of the Property shall be exempt from the Assessments, charges and liens created under this Declaration:

7.12.1. All properties to the extent of any tract of land, easement, or other interest therein dedicated and accepted by any governmental entity and devoted to public use;

7.12.2. All utility lines and easements; and

7.12.3. The Common Elements.

7.13. Statement and Status of Assessments. The Association shall furnish to an Owner or his designee or to any Mortgagee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or Mortgagee has an interest. The Association shall deliver the statement personally or by mail, first class postage prepaid within thirty (30) days of receiving a written request from the Owner. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, shall be conclusive upon the Association, the Board and every Owner as to the person or persons to whom such statement is issued and who relies on it in good faith. The Board may establish a reasonable fee relating to such statement.

7.14. Protection of the Association's Lien. With the approval of the Board of Directors, the Association may protect its lien for Assessments against any Lot by submitting a bid at any tax or foreclosure sale with respect to the Lot.

7.15. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice will not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner will continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made.

Article VIII
MAINTENANCE RESPONSIBILITIES

8.1. Owner's Rights and Duties With Respect to Interiors. Each Owner shall have the exclusive duty to maintain and repair at the Owner's sole cost and expenses the landscaping, drives, walkways, fencing, stables, barns, and other improvements on such Owner's Lot. No Owner shall alter the exterior of any improvements on such Owner's Lot unless such Owner complies with the architectural controls set forth in this Declaration. An Owner's failure to maintain his or her property shall result in the Association maintaining such improvements on the Owner's property and charging the costs of such maintenance to the Owner through a special assessment which will constitute a lien on the Owner's property.

8.2. Responsibility of the Association. The Association shall maintain, repair, replace and improve, as a Common Expense, the Common Elements in a manner deemed acceptable to the Association.

8.2.1. Retention Pond. The Association shall maintain the Retention Pond per the Maintenance Agreement that the Declarant has signed with the South Carolina Department of Health and Environmental Control (DHEC). A copy of this Agreement is attached as EXHIBIT C.

Article IX
CONVEYANCES AND TAXATION OF LOTS

9.1. Conveyance Description. Every instrument of conveyance, Mortgage, or other instrument affecting title to a Lot which legally describes the Lot shall be construed to describe the Lot, together with the easement rights in the Common Elements appurtenant to it, and all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership of a Lot and all the limitations of ownership as described in this Declaration.

9.2. Separate Tax Assessments. Upon the recording of this Declaration and the recording of the Map of record in Aiken County, South Carolina, Declarant shall take all actions necessary so that all taxes, assessments and other charges by the State or any governmental or political subdivision or any other taxing agent or assessing authority shall be assessed against and collected on each Lot, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose.

The lien for taxes assessed to the Owner or Owners of a Lot shall be confined to the Individual Lot and to the Owner's appurtenant rights in the Common Elements. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot or the Common Elements.

Article X MECHANICS' LIENS

Subsequent to the filing of the Map and this Declaration, no labor performed or materials furnished for use and incorporated into any Lot with the consent of or at the request of the Owner of the Lot or the Owner's agent, contractor, or subcontractor shall be the basis for filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Lot and the Lots of the other Owners or against the Common Elements, or any part thereof.

Article XI USE RESTRICTIONS

11.1. Use of Lots. All Lots shall be used for single family dwelling purposes only; provided, however, the Declarant reserves the right to maintain or sell one (1) lot for the commercial boarding and training of horses. Owners of the Lot may rent or lease such Lot to others for the purposes allowed under this Declaration and may use the Lot for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable laws and this Declaration. For purposes hereunder, any home occupation that results in increased traffic flow or noise or constitutes a nuisance shall be deemed an unreasonable disturbance and shall not be permitted. Further, no signage or other identification that an occupation is conducted within such Lot is permitted.

11.2. Conveyance of Lots. All Lots shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Declaration, as they may be amended from time to time.

11.3. Use of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements by an Owner without the prior written approval of the Association, including, but not limited to, playground equipment, lawn furniture or outdoor grills. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Owner without the prior written approval of the Association.

11.4. Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Lot or in or on the Common Elements, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Lot or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to or waste of the Common Elements shall be committed by any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by the Owner, the members of the Owner's family, or guests, invitees, tenants or contract purchasers.

11.5. Structural Alterations and External Appearance. No structural alterations to any Lot or any Common Element shall be made or caused to be made by any Owner without the prior written approval of the Association and without compliance with Article XIX below.

11.6. Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Lot except (i) during the Special Declarant Rights Period, signs of

Declarant or its affiliates or assigns, (ii) signs required by law, and (iii) signs approved by the Declarant or the Architectural Control Committee subsequently created, all of which must be in keeping with the character of the community and subject to the rules and regulations for signs established in the By-Laws of the Association.

11.7. Animals and Pets. Owners may maintain horses and household pets, provided that such horses and pets are under the control of such Owner or its agent and further provided that no more than one (1) horse per acre shall be kept on any Lot. Under no circumstances are any animals permitted to run at large in the Project.

11.8. Noise and Odors. Owners of pets in the Project will be required to take all action necessary to control excessive barking or other disturbances caused by such pets. Each Owner keeping an animal or animals on its Lot shall dispose of manure generated by such animal or animals in such a manner that odors shall not emanate from such Owner's Lot. All dumpsters or other containers used to collect manure shall be kept hidden from view from the streets in the Project.

11.9. Trash. No trash, ashes, building materials, firewood, or other unsightly items may be thrown, dumped, or stored on any land or areas within the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage of refuse (which storage shall be in the garage or other enclosed structure). The foregoing notwithstanding, trash receptacles may be placed outside for a period not to exceed twenty-four hours on any day when the trash is being picked up by a trash service.

11.10. Construction Rules and Regulations. All Owners and contractors shall comply with the rules and regulations regulating construction activities.

11.11. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Project. Further, no Owner shall dispose of or allow any person under the Owner's control or direction to release, discharge, or omit from the Project or dispose of any material on the Project that is designated as hazardous or toxic under any federal, state, or local law, ordinance or regulation.

11.12. No Outside Clotheslines. No laundry or wash shall be dried or hung outside of any structure.

11.13. Antennae. No exterior radio, television, microwave, or other antenna shall be permitted outside any structure, without approval of the Association which approval may be withheld in the sole discretion of the Association. A satellite dish or signal capture or distribution device less than eighteen (18") inches in diameter will be permitted so long as it is not visible from any adjacent roadway, common area, or neighboring residence. Satellite dishes in excess of eighteen (18") inches in diameter must be approved by the Association.

11.14. Outside Burning. There shall be no exterior fires, except for supervised cooking of food within an enclosed above-ground barbecue grill or other suitable containment structure. No Owner shall permit any condition with the Project which creates a fire hazard or is in violation of fire prevention regulations.

11.15. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Project so as to be offensive or detrimental to any other part of the Project or its occupants.

11.16. Porches and Patios. No bicycles, trash containers, other unsightly items, or items which constitute a nuisance may be stored on the balconies or porches of any residential building or outbuilding.

11.17 Leasing. An Owner shall have the right to lease a Lot, subject to the condition that the Owner shall be liable for any violation of the Project Documents committed by the Owner's tenant. Any lease of a Lot must be in writing and must be subject to the requirements of the Project Documents.

11.18. Vehicles.

11.18.1. No more than five vehicles per Lot may be parked on a permanent basis within the Project unless specifically approved by the Board, in writing, or unless such additional vehicles are garaged in a manner satisfactory to the Board. For purposes hereof, any vehicle which is parked within the Project for more than TEN (10) consecutive days (or portions of each day thereof) is considered to be parked permanently within the Project.

11.18.2. No vehicles may be parked on any Common Elements, including roadways.

11.18.3. No junk or abandoned vehicle may be maintained within the Project.

11.18.4. No commercial vehicles, campers, trailers, or trucks shall be parked in the Project overnight unless specifically approved by the Board, in writing, or unless such additional vehicles are garaged in a manner satisfactory to the Board; provided, however, that horse vans, horse trailers, and the motor vehicles that pull horse trailers shall be permitted. Larger vehicles will only be permitted for a single 24-hour period.

11.19. Garage Doors. All garage doors (except those not visible from any adjacent roadway, common area, or neighboring residence) must be kept in a closed or shut position except during periods when vehicles or pedestrians are immediately entering or exiting the garage.

11.20. Mailboxes. Upon completion of a Lot, the Owner shall erect a mailbox on such Owner's Lot of a type acceptable to the Board to be used by the Owner and occupants of that Lot for their sole and exclusive use as a mail delivery receptacle.

11.21 Setbacks. A residential dwelling constructed on any lot within the development shall be placed no closer than one hundred twenty-five (125) feet from a front property line, fifty (50) feet from a rear property line, and twenty-five (25) feet from a side lot line. No outbuilding except for a run-in shed for horses may be placed within the front setback area.

11.22 Driveways. All driveways within the development shall be paved with concrete or asphalt or made of gravel. No dirt driveways shall be allowed. Driveways must be set back from the side or rear property line a minimum of ten (10) feet. Driveways shall be graded for "sheet-flow" drainage to a grass filter or mulched landscaped area immediately adjacent to the driveways.

11.23 Fencing. Lot owners will be required to construct and maintain three board fencing along all roadways within ten (10) feet of the property line which meets all ARB guidelines. All visible side and rear fencing shall also comply with all ARB guidelines and shall not be located within five (5) feet of a side lot boundary nor shall such fencing impede any easement for riding trails on the property. Non-climb wire fencing with a board cap may be allowed upon approval of the Board.

11.24 Minimum square footage. All residential dwellings constructed within the development shall have a minimum heated area of two thousand (2,000) square feet, excluding open porches and garages.

11.25 Landscaping. Other than areas of a lot devoted to a driveway or riding ring, all remaining open land shall remain wooded or shall be planted in grass. The individual hose construction drainage (gutter system) shall be built such that the roof drains tie into an underground-perforated pipe and stone drainage system. Should surface water runoff from outbuildings or other improved areas become problematic, a trench with stone filler shall be provided underneath roof drip locations and other runoff locations.

11.26 Refuse. All manure generated by horses or other animals situated on a lot shall be held in a closed container designed for such purpose or shall be regularly spread over the owner's property. No open pits shall be allowed for the storage or waste on any lot.

11.27 Gates. The Board shall adopt regulations and guidelines for the installation of any gates constructed at an entrance to any lot in the development.

11.28 Swimming pools. Any swimming pool constructed on a lot within the development shall be placed at the rear or side of the residential dwelling.

11.29 Firearms. Due to safety concerns for residents and animals, no target ranges shall be permitted nor hunting allowed within the development.

11.30 Solar panels. Any solar panel installed by an owner shall be placed at the rear of the residential dwelling out of sight of the roadway fronting on a lot.

11.31 Bridle paths. Designated bridle paths within the development shall be limited to pedestrians, horses, and carriages pulled by horses. Other than maintenance vehicles, no motorized vehicles or bicycles shall be allowed on the bridle paths due to safety concerns. The Association may consider requests for the operation of golf cars, motorized wheel chairs or other special-purpose vehicles on an individual basis.

11.32 Mobile and Modular Structures. No mobile or modular built home, tent, shack, camper, or any other temporary or portable structure shall be allowed in Barrington Farms.

11.33 Special Vehicles. All construction, delivery, landscaping, service and maintenance vehicles must load and unload off of any paved surface within Barrington Farms. Only wheeled vehicles may use the paved surfaces; no tracked vehicle of any type may use or cross any paved surface.

Article XII PROPERTY RIGHTS OF OWNERS

12.1. Owner's Easements of Access and Enjoyment. Every Owner has a perpetual, non-exclusive easement for use and enjoyment of the Common Elements, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

12.2. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Elements to members of the Owner's family residing with such Owner, the Owner's tenants, guests, licensees and invitees, but only in accordance with the applicable rules of the Association and the other Project Documents.

12.3. Easements of Record. The Property will be subject to all easements shown on the Map and to any other easement of record as of the date of recordation of this Declaration. Some portions of some lots the Development are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. No Owner shall construct any improvements or take other action within such wetlands which would be prohibited under such laws or regulations.

12.4. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Project and the Individual Lots, in the proper performance of their duties.

12.5. Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Elements may be located within or accessible only through the Individual Lots. The Association shall have the irrevocable right to have access to each Individual Lot and to all Common Elements located therein or accessible therefrom from time to time during such reasonable hours as may be necessary for the

maintenance, repair, removal or replacement of any of the Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Individual Lot.

12.6. Combination or Subdivision of Lots. No Lots may be subdivided or combined except with the prior written approval of the Association pursuant to the provisions of paragraph 3.2 and provided that it is done in compliance with all applicable laws and regulations. No lots are to be subdivided or combined until all initial lots are sold out by developer-Declarant and then only a 50%/50% division will be allowed. After complete sell out of initial lots by developer-Declarant, only a vote by Association Membership with seventy-five percent (75%) of membership in favor, will allow the 50%-50% division as described above.

Article XIII SPECIAL DECLARANT RIGHTS AND RESERVED RIGHTS

13.1. General Provisions. Until the expiration of the Special Declarant Rights Period, Declarant will have the following Special Declarant Rights with respect to all of the Property:

13.1.1. Construction and Completion of the Project. The right to construct and complete the roads and infrastructure of the Project.

13.1.2. Development Rights. The right to development of the Project, including, without limitation, the rights reserved by Declarant as follows:

- (a) The right to create Lots and Common Elements on the Property.
- (b) The right to subdivide Lots and convert Lots into Common Elements on any part of the Property.

13.1.3. Sales Activities. The right to maintain a sales office, a management office, and appropriate advertising signage within the Project. At all times, the offices, and signage will remain the property of Declarant and may be removed or relocated in the Project by Declarant at any time or promptly after expiration of the Special Declarant Rights Period.

13.1.4. Association Directors and Officers. The right to appoint any officer or Director of the Association, as provided in this Declaration or Bylaws.

13.2. Order of Exercise of Declarant's Rights. Exercise of Declarant's rights hereunder as to one portion of the Property will not operate to require Declarant to exercise such rights with respect to any other portion of the Property.

13.3. Supplemental Provisions Regarding Declarant's Rights. Declarant reserves the right to amend this Declaration and any Map in connection with the exercise of any Special Declarant Rights to the extent permitted by law.

13.4. Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electrical, cable and other communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits and conduits under and over the Property. No water, sewer, gas, telephone, electrical, communications, sprinkler systems, or other utility lines or services, systems, or facilities may be installed or relocated on the surface of the Property unless approved by Declarant prior to the expiration of the Special Declarant Rights Period, or by the Association after such expiration. These items may be temporarily installed above ground during construction, if approved by Declarant, or after the Special Declarant Rights Period, if approved by the Association.

13.5. Drainage and Irrigation Easements. Declarant reserves for itself and its successors and assigns, and for the Association, and its officers, agents, employees, and successors and assigns, an easement to enter on, across, over, in and under any portion of the Property for the purpose of modifying any drainage channels and/or water retention ponds on the Property to improve the drainage of water. Declarant also reserves for itself and its successors and assigns the right to construct, access, and maintain irrigation lines on the Property for the maintenance of Common Elements and for such other purposes as Declarant may from time to time deem appropriate.

13.6. General Provision. Any entity using these general easements provided under this Article shall use its best efforts to install and maintain the easements for utilities, drainage, or irrigation lines without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly as possible and, in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given the right and authority, to grant such easement upon, across, over, or under any part of all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easements affecting the Property.

13.7. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Lots on the Property. No such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Property by the Owners.

13.8. Reservation of Easements, Exceptions and Exclusions. Declarant reserves for itself, its successors and assigns, and hereby grants to the Association, the concurrent right to establish, by declaration or otherwise, utility, drainage, construction, ingress and egress and other easements, permits, or licenses over the Common Elements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the best interests of all the Owners and the Association.

13.9. Maintenance Easements. An easement is hereby reserved to Declarant, and granted to the Association and any member of the Board or the Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which they are obligated to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance of the Common Elements.

13.10. General Reservations. Declarant reserves (i) the right to dedicate any access roads and streets serving the Property for and to public use, and to grant road easements with respect thereto; and (ii) the right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of recreational facilities.

13.11. Easements Deemed Created. Any and all conveyances made by Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether set forth in such grants.

Article XIV INSURANCE

14.1. Authority to Purchase. To the extent more particularly set forth below, the Association, the Board, the Manager and the Declarant shall be authorized to purchase insurance policies so as to be in compliance with the provisions of this Article. The foregoing notwithstanding, the Association, the Board, the Manager and Declarant shall not be liable for failure to obtain any coverage required by this Article.

14.2. Liability Insurance. The Association shall obtain and maintain in full force and effect commercial general liability insurance with such limits as the Board may from time to time determine, insuring each member of the Board, the Association, the Manager (if any) and the employees and agents of the Association and the Manager against any liability to the public or the Owners (and their guests, invitees, tenants, agents and employees) arising out of or incident to the ownership, existence, operation, management, maintenance, or use of the Common Elements and any other areas under the control of the Association. Declarant shall be included as an additional insured in Declarant's capacity as Owner or Director. The insurance shall cover claims of one or more insured parties against other insured parties. Such comprehensive policy of public insurance shall include the following a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured and a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of the negligent acts of the Association or another Owner. The Board shall review the coverage limits at such intervals as the Board may deem advisable but in no event shall such coverage be less than \$1,000,000.00 for all claims for bodily injury or property damage arising out of one-occurrence.

14.3. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

14.4. Other Insurance. The Association may obtain insurance, as a Common Expense, against such other insurable risks of a similar or dissimilar nature as it deems appropriate with respect to the Association's responsibilities and duties.

14.5. Insurance Obtained by Owners. It shall be the responsibility of each Owner, at such Owner's expense, to maintain property damage insurance on such Owner's improved real estate and personal property and furnishings and public liability insurance covering each Owner's Lot.

Article XV ARCHITECTURAL CONTROL

15.1. Rights with Respect to Remodeling and Construction. There shall be no new construction or exterior addition, change, or alteration to any improvement on any Lot or landscaping thereon until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted and approved in writing by the Board. No residential structure shall contain less than 2,000 square feet of heated space. The Board shall approve or disapprove said plans in its sole discretion and all improvements and alterations shall be completed only in accordance with approved plans. The initial Board shall consist of Ira E. Coward, II, Ronald B. Bolton, and Fred P. Wright, Jr., or their designated representatives/replacements.

15.2. Purpose and General Authority. The Board shall review, study and either approve or disapprove proposed improvements or alterations on the Lot, all in compliance with this Declaration and as further set forth in the rules and regulations the Board may establish from time to time to govern its proceedings. A review fee as established and amended from time to time shall be assessed by the Board for the cost of reviewing building plans. No improvement, alteration or landscaping shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the improvements, alterations or landscaping shall have been approved by the Board; provided, however, that interior improvements may be undertaken without such approval. It is the intention of the Declarant that the Board allow the construction of structures to be erected on any lot on the Property in such location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Barrington Farms. Building setbacks shall be set forth on the recorded plats of the Property. If any lot is re-subdivided or enlarged pursuant to the provision of paragraph 3.2, any 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.

15.3. Board Discretion. The Board shall exercise reasonable efforts to provide that all improvements conform and harmonize with the Project. In passing on building plans, specifications, site plans, or grading plans, the Board shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot 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 Property. All fences, walls, barbeque pits, detached garages, and other accessory buildings 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. The actions of the Board in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

15.4. Expenses. Except as provided in this Section below, all expenses of the Board shall be paid by the Association and shall constitute a Common Expense. The Board shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Board from time to time and such fees shall be collected by the Board and remitted to the Association to help defray the expenses of the Board's operation.

15.5. Other Requirements. Compliance with the Board's process is not a substitute for compliance with applicable building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction of any improvements.

15.6. Limitation on Liability. The Board shall use its best judgment in accepting or disapproving all plans and specifications submitted to it. The Association will establish and disseminate development guidelines and standards to be used in the applications for approval submitted by Owners. Neither the Board nor any individual Board member shall be liable to any person for any official act of the Board in connection with submitted plans and specifications, except to the extent the Board or any individual Board member acted with malice or wrongful intent. Approval by the Board does not necessarily assure approval by appropriate governmental boards or commissions. Notwithstanding that the Board has approved plans or specifications, neither the Board nor any of its members shall be responsible or liable to any Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of the improvements. Neither the Board nor any agent thereof, nor the Declarant, nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of the Project Documents, nor for any structural or other defects in any work done according to such plans and specifications.

15.7. Enforcement and Inspection. Any member or authorized consultant of the Board, or any authorized officer, Director, employee, or agent of the Association may enter upon any Lot, at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect improvements constructed or under construction on the Lot to determine whether the improvements are being built in compliance with the Project Documents and the plans and specifications approved by the Board.

15.8. Deemed Nuisances. Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy against a Member shall be applicable. Without limiting the generality of the foregoing, these Covenants may be enforced as provided below:

15.8.1. The Board may adopt a schedule of fines for failure to abide by the Board's rules and regulations, including fines for failure to obtain any required approval from the Board.

15.8.2. Subject to the requirements of the Bylaws, the Association, upon request of the Board and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants.

The Owner of the improvements shall immediately reimburse the Association for all expenses incurred in connection with such removal.

15.9. Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months after commencement unless an exception is granted in writing by the Board. If an improvement is commenced and construction is then abandoned for more than thirty days, or if construction is not completed within the required twelve month period, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine in an amount established from time to time by the Board to be charged against the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board that such abandonment is for circumstances beyond the Owner's control. No building or structure shall be constructed prior to the construction of the main dwelling except to allow a barn (stable) or barn with an apartment to be constructed prior to the main dwelling upon approval of the Board. Nothing herein shall prohibit the Declarant from temporarily using a house or other dwelling unit constructed on any lot within the Property as a model home or development office.

Article XVI ENFORCEMENT OF COVENANTS

16.1. Violations Deemed a Nuisance. Every violation of this Declaration or any other of the Project Documents is deemed to be a nuisance and is subject to all remedies provided for the abatement or correction of the violation.

16.2. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Project Documents as the same may be amended from time to time.

16.3. Failure to Comply. Failure to comply with the Project Documents will be grounds for an action to recover damages or for injunctive relief. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

16.4. Who May Enforce. Any action to enforce the Project Documents may be brought by Declarant, the Board or the Manager (if any) in the name of the Association on behalf of the Owners. Such an action may be brought against the Declarant, the Board, the Manager, the Association, or any Owner.

16.5. Remedies. In addition to the remedies set forth above in this Article, any violation of the Project Documents shall give to the Board, the Manager, or Declarant, on behalf of the Owners, the right to enter upon the offending premises to take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing, or condition that may exist thereon contrary to the Project Documents. If the offense occurs in any easement, walkway, Common Elements or the like, the cure shall be at the expense of the Owner or other person responsible for the offending violations.

16.6. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

16.7. No Waiver. The failure of the Board, Declarant, Manager, or any aggrieved Owner to enforce the Project Documents will not be deemed a waiver of the right to do so for any subsequent violation or of the right to enforce any other part of the Project Documents at any future time.

16.8. No Liability. No member of the Board, the Declarant, the Manager, or any Owner will be liable to any other Owner for the failure to enforce any of the Project Documents at any time.

16.9. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Project Documents, or in any legal proceeding (whether or not suit is instituted) for damages or for the enforcement of the Project Documents or the restraint of violations of the Project Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees as may be incurred.

Article XVII
DURATION OF THESE COVENANTS AND AMENDMENTS

17.1. Term. The Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the twentieth anniversary of the date this Declaration is first recorded in the office of the Register of Deeds for Aiken County, South Carolina. Thereafter, the Declaration will automatically extend for successive periods of ten years each, unless otherwise terminated or modified as provided below.

17.2. Amendment. This Declaration, or any provision of it, may be extended, modified, or amended as to the whole or any portion of the Property upon the written consent of Owners holding sixty-seven percent or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors and assigns.

17.3. Declarant's Approval. Notwithstanding the provisions of Section 17.2, no extension, modification, or amendment of this Declaration will be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

17.4. Notice of Amendment. No amendment will be effective unless a written notice of the proposed amendment is sent to every Owner at least thirty days in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent to the same.

17.5. Effective on Recording. Any modification or amendment made in accordance with this Declaration will be immediately effective upon recording in the office of the Register of Deeds for Aiken County, South Carolina a copy of such amendment or modification executed and acknowledged by the necessary number of Owners (and by Declarant, as required).

Article XVIII
MISCELLANEOUS PROVISIONS

18.1. Severability. This Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

18.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

18.3. Headings. The headings are included only for purposes of convenient reference and they will not affect the meaning or interpretation of this Declaration.

18.4. Limitation of Liability. Neither the Association nor any officer or member of the Board will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under the Project Documents if the action or failure to act was made in good faith. The Association will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the maximum extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

18.5. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In the case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

18.6. Assignment. Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the

Property for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the office of the Register of Deeds for Aiken County, South Carolina.

18.7. Limit on Timesharing. No Owner of any Lot shall offer or sell any interest in such Lot under any "timesharing" or "interval ownership" plan, or any similar plans.

18.8. Counterparts. This Declaration and the required approvals and joinders to it, may be executed in two or more counterparts which, when taken together, shall evidence the agreement of Declarant and all such parties approving or joining in this Declaration.

18.9. Resolution of Disputes. If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance, or nonperformance, violation, or enforcement of the Project Documents, such disputes or violations may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

Declarant:

SIGNED, SEALED and DELIVERED
in the presence of:

Stephen M. Burger
Witness

William J. Fisher
Witness

BARRINGTON FARMS, LLC, a South Carolina limited
liability company

By: Stella Corsetti

As its Authorized Member

(Seal)

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

I, William H. Tucker, a notary public for the State of South Carolina, do hereby certify that IRA E. COWARD, II, as the Authorized Member of Barrington Farms, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 8th day of March, 2006.

William H. Tucker
Notary Public for South Carolina
My Commission Expires: 1/16/2007

(Notarial Seal)

EXHIBIT A

Legal Description of the Property

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being southeast of the City of Aiken, in Aiken County, South Carolina, containing 375.93 acres, known as Barrington Farms and more particularly shown on a plat prepared by Southern Partners, Inc., RLS, last revised January 30, 2006 and recorded in Plat Book 51 at page 143-148 in the Office of the Register of Deeds for Aiken County, reference being made to said plat for a more complete and accurate description thereof.

Exhibit B
BYLAWS OF
BARRINGTON FARMS ASSOCIATION, INC.

Article I
NAME AND LOCATION

The name of the corporation is Barrington Farms Association, Inc. (the "Association"), a South Carolina nonprofit corporation. The initial principal office and mailing address of the corporation is Post Office Box 404, Aiken, South Carolina 29802.

Article II
DEFINITIONS, PURPOSES AND ASSENT

2.01 Definitions. The definitions in the Declaration for Barrington Farms Association, Inc., as amended, supplemented or restated from time to time and recorded in the office of the Register of Deeds for Aiken County, South Carolina (the "Declaration") will apply to these Bylaws, and all defined terms used in these Bylaws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicates otherwise.

2.02. Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Lots and the Common Elements within that certain tract of real property situate in the City and County of Aiken, State of South Carolina, as more fully described in Exhibit A of the Declaration; (ii) to preserve, protect and enhance the values and amenities of such property; and (iii) to promote the health, safety and welfare of the Owners and users of the Project.

2.03. Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Project in any manner are subject to the Project Documents, including these Bylaws and any rules adopted by the Board. The acquisition or rental of any of the Lots or the occupancy of any of the Lots will constitute ratification and acceptance of these Bylaws and an agreement to comply with those rules.

Article III
MEMBERSHIP

3.01. Membership. Ownership of a Lot is required in order to qualify for membership in the Association.

3.02. Representation on Board of Directors. If title to a Lot is held by an individual, firm, corporation, partnership, association, limited liability company, other legal entity or any combination thereof, or if any individual or entity holds title to one or more Lots, then in either case, that individual may appoint, by a writing furnished to the Association, a delegate to represent each such Lot as a candidate for, and if elected, as a member of, the Board. Such delegate will not vote as a Member unless such person is appointed by proxy executed in conformance with Article IV of these Bylaws to cast the voting interest of the Lot that such delegate represents.

3.03. Responsibilities of Members. Any person, including Declarant, on becoming an Owner, will automatically become a Member and be subject to the Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

3.04. Membership Certificates. No certificates of stock will be issued by the Association, but the Board may, if it so elects, issue membership certificates to Owners. Such membership certificates will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the certificate is terminated.

3.05. Classes of Membership. Initially, the Association will have only one class of voting membership, composed of all Owners, including Declarant. The Board may establish additional classes of membership from time to time.

3.06. Voting Privileges. All Members will be entitled to one vote on Association matters per Lot owned by such Member. When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners, and if a majority of the Owners cannot agree, then the Owners of the Lot will not be entitled to vote. There is a majority agreement if any one of the multiple Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any Owner of a Lot that is leased may assign his voting rights to the tenant, provided that the tenant is appointed to vote on behalf of the Owner by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

3.07. Proof of Membership. Any person, on becoming an Owner, will furnish to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the Members unless the requirement is first met.

Article IV MEETINGS, QUORUM, VOTING, PROXIES

4.01. Place and Frequency of Meetings. Meetings of the Members will be held at least once each year at such place, within or without the State of South Carolina, as the Board may determine.

4.02. Annual Meetings. The first annual meeting of the Members will be held within one year after the date of adoption of the Bylaws. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board. The purpose of the annual meetings is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

4.03. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board, or upon written request of Members who are collectively entitled to vote at least twenty percent of all of the votes in the Association.

4.04. Notice of Meetings. Written notice stating the place, day and hour of the meeting and the agenda for the meeting will be delivered not less than ten nor more than thirty days before the date of the meeting, personally or by mail or otherwise as permitted by the Declaration, by or at the direction of the President or the Secretary or the person calling the meeting, as provided in these Bylaws, to the registered mailing address for notice of each Member entitled to vote at such meeting.

4.05. Quorum. A quorum is deemed to be present throughout any meeting of the Association if Members entitled to cast (or proxies entitled to cast) twenty percent of the votes of the Association are present at the beginning of the meeting. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.

4.06. Actions Binding on Members. A majority of the votes intended to be cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles or these Bylaws.

4.07. Majority of Owners. As used in these Bylaws, the term "majority" will mean those proxies, Owners, or other groups as the context may indicate totaling more than fifty percent of the total number.

4.08. Voting by Mail. Voting by mail is permitted for election of the Board, Amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the South Carolina Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In the case of a vote by mail, the Secretary of the Association will give written notice to all Members, which notice shall include a proposed written resolution setting forth a description of the proposed action, a statement that the Members are entitled to vote by mail for or against such proposal, a statement of a date not less than twenty days after the date such notice will have been given by which all votes must be received, and the specified address of the office to which all votes must be sent. Votes received after that date will not be effective.

4.09. Proxies. Any Member may cast such Member's vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after eleven months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

4.10. Designation of Voting Representative by Non-Individual – Requirements for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, limited liability company, or other legal entity, the voting privilege appurtenant to the ownership may be exercised only by proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

4.11. Designation of Voting Representative by Multiple Owners—Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy, and if a majority of the Owners for a Lot cannot agree, then the Owners of such Lot will not be entitled to vote. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

4.12. Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of the notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, if which proper notice was not given, is raised before the business is put to a vote.

4.13. Action Without a Meeting. Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Members.

4.14. Record Date. A list of all Members entitled to vote at an upcoming regular or special meeting, including said Member's name and address, must be prepared prior to each regular or special meeting. Said list shall include all record Members as of the close of business on the business day

immediately preceding the date that notice of the regular or special meeting is sent to each Member. The list of the Members entitled to vote shall be made available for inspection by the Members.

Article V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

5.01. Number, Qualification and Initial Board. The affairs of the Association will be managed by a Board of not less than three nor more than five Directors. Except as provided below regarding Directors appointed by Declarant during the Period of Declarant Control, the Directors will be Members of the Association or the delegates of Members appointed by proxy above. The number of the Board of Directors will be established from time to time by amendment to these Bylaws.

The initial number of members of the Board of Directors will be three. The names and addresses of these three persons who are to serve on the initial Board of Directors until their successors are appointed are listed below:

NAME:	ADDRESS:
Ira E. Coward, II	402 Colleton Avenue, SE, Aiken, SC 29801
Edgar A. Coward	2402 Banks Mill Road, Aiken, SC 29803
Ronald B. Bolton	Post Office Box 619, Aiken, SC 29802

5.02. Directors During Declarant Control. During the Period of Declarant Control, the Board will be selected by Declarant and will serve at the sole discretion of Declarant. The Directors selected by Declarant need not be Members of the Association.

5.03. Election of Directors as Lot Sales Close. From time to time as sales of Lots in the Project proceed, Declarant may yield control of one or more seats on the Board to selection by a vote of the Members as provided herein.

5.04. Election of Directors After Period of Declarant Control. Upon termination of the Period of Declarant Control, a special meeting of the Association will be called, at which Declarant will turn control of the Association over to the other Members. The Members will elect a new Board, and any terms of Directors appointed by Declarant that have not expired will terminate at that time. Subsequently, Directors will be elected by the Members at each annual meeting of the Members.

5.05. Voting Procedures Generally. At the election of any member of the Board by vote of the Members, the Members may cast as many votes as they are entitled to exercise under the provisions of Section 3.06 above. Voting for Directors will be by secret written ballot.

5.06. Term of Office of Directors After Period of Declarant Control. The term of office for the initial full slate of Directors elected by the Members will be fixed at the time of their election as they themselves will determine in order to establish a system of three-year terms in which at least one-third of the Board is elected each year, and the Board will identify in which year the directorships for each category of representation are subject to election. For example, if the number of Directors on the initial Board is set at three pursuant to Section 5.01 above, one Director will serve for a one year term, one Director will serve for a two year term and one Director will serve for a three year term. At the expiration of the initial term of office of each respective Director, a successor will be elected to serve three years. Each Director will hold office until such Director's successor is elected by the Members and qualified to take over the office.

5.07. Removal of Directors. Any Director other than one appointed by Declarant may be removed, with or without cause, at any regular or special meeting of the Members by sixty-seven percent of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least ten days prior to the date of such meeting and will be given an opportunity to be heard at such meeting.

5.08. Vacancies.

5.08.1. During Period of Declarant Control. During the Period of Declarant Control, if a Director appointed by Declarant dies, becomes disabled or resigns, Declarant will appoint a new Director to serve the balance of the term of the resigned, disabled or deceased Director; and if a Director elected by the Members dies, becomes disabled or resigns, the remaining Directors will appoint a new Director from among the Members other than Declarant to serve the remainder of the term of the resigning, disabled or deceased Director representing Members other than Declarant.

5.08.2 Following Period of Declarant Control. After the expiration or termination of the Period of Declarant Control, any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. The term of the Director so elected will be coincident with the term of the replaced Director.

5.09. Compensation. No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties for the Board.

Article VI
MEETINGS OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the Board will be held at such regular times as set by the Board, at such place and hour as may be fixed from time to time by resolution of the Board, but such meetings will be held no less frequently than annually. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

6.02. Special Meetings. Special meetings of the Board will be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.

6.03. Quorum. A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on the Board are present at the beginning of the meeting.

6.04. Actions Binding on Directors. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

6.05. Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

6.06. Action Taken Without a Meeting. The Directors will have the right to take any action which they could take at a meeting in the absence of such a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

Article VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01. General. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration or

applicable law, the Board may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

7.02. Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board will have the following powers and duties, in each case subject only to applicable law:

7.02.1. To administer and enforce the covenants, conditions, restrictions, easements, uses and limitations, obligations and all other provisions set forth in the Declaration.

7.02.2. To establish, make, amend and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Project, subject to the provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each Member promptly after adoption.

7.02.3. To keep in good order, condition and repair all Common Elements and all items of personal property, if any, used in the enjoyment of the Common Elements. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

7.02.4. To fix, determine, levy and collect the Annual Assessments to be paid by each of the Members towards the gross expenses of the Project, and to adjust, decrease, or increase the amount of Assessments, and to credit any excess of Assessments over expenses and cash reserves to Members against the next succeeding Assessment period.

7.02.5. To designate and remove personnel necessary for the operation, maintenance, repair and replacement of the Common Elements.

7.02.6. To levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made.

7.02.7. To levy and collect Default Assessments for violation of the Project Documents or because the Association has incurred an expense on behalf of a Member under the Project Documents.

7.02.8. To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

7.02.9. To fix, determine, levy and collect the working capital funds to be paid by each of the Members towards the working capital account of the Association, and to adjust, increase, or decrease the amount of working capital funds collected from each Member as provided in the Declaration.

7.02.10. To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board may deem necessary and such indebtedness shall be the several obligation of all of the Owners in the same proportion as they share Common Expenses; provided, however, that the Board will not borrow more than \$10,000.00 or cause the Association to be indebted for more than \$10,000.00 at any one time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue; and provided, further, that the Board will not cause the encumbrance of the Common Elements without the prior approval of eighty (80%) percent of the votes of Members present and voting in person or by proxy on the issue.

7.02.11. To dedicate, sell, or transfer all or any part of the Common Elements to any public, governmental, or quasi-governmental agency, authority, or utility for such purposes and subject to

such conditions as may be agreed to by the Members, and subject to such additional limitations as may be set forth in the Declaration.

7.02.12. To enter into contracts within the scope of their duties and powers.

7.02.13. To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board.

7.02.14. To cause to be kept or maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours.

7.02.15. To cause any and all access roads, parking areas and roadways in and to the Project and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

7.02.16. To maintain the lawn, trees, shrubs and other vegetation, and the sprinkler or other irrigation systems located in the Project for the benefit of the Members.

7.02.17. To cause to be maintained the insurance coverage as may be necessary to comply with the requirements of the Declaration.

7.02.18. In general, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the communal aspects of the Project, all in accordance with the Declaration.

7.02.19. To delegate to a Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association and to agree to assess the Members a reasonable fee for such services, except that the duties set forth in subparagraphs 7.02.4, 7.02.6, 7.02.7 and 7.02.9 and duties reserved to the Board by law will not be so delegated.

7.02.20. To prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association as required by the Declaration.

7.03. Manager. The Board may employ a professional management agent or agents as Manager for compensation established by the Board to perform such duties and services as authorized by the Board. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth in subparagraphs 7.02.4, 7.02.6, 7.02.7, 7.02.9, 7.02.19 and Section 7.03 of this Article and duties reserved to the Board by law. Declarant, or an affiliate or employee of Declarant, may be employed as Manager.

7.04. Accounts and Reports. The following management standards of performance will be followed unless the Board, by resolution, specifically determines otherwise:

7.04.1. Disbursements by check in any amount greater than \$1,000.00 will require two signatures, which will be the signature of the Manager and a Board Member, or the signature of two Board Members. The Board may modify this requirement from time to time by the resolution of the Board.

7.04.2. Cash accounts of the Association will not be commingled with any other accounts.

7.04.3. No remuneration will be accepted by the Board or the Manager from vendors, independent contractors, or others providing goods or services to the Association (except that such persons may be employees of Declarant during the Period of Declarant Control).

7.04.4. Any financial or other interest that the Manager or a member of the Board may have in any firm (other than Declarant) providing goods or services to the Association will be disclosed promptly to the Board.

7.04.5. A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year will be distributed to Members.

7.05. Hearing Procedure. The Board will not impose any fine, suspend voting, or suspend any rights of a Member or other occupant of the Project for violations of rules and regulations or of the provisions of the Project Documents unless and until the procedure below is followed:

7.05.1. Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

7.05.2. Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board will serve the violator with a written notice of hearing to be held by the Board. The notice will contain the following: (i) the nature of the alleged violation; (ii) the time and place of hearing, which time will be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence or witness on the Member's behalf; and (iv) the proposed sanction to be imposed.

7.05.3. Hearing. The hearing will be held pursuant to notice, affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction under these Bylaws, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party. The decision of the Board will be final.

7.05.4. Appeal. The Board may, in its discretion, appoint a hearing committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the hearing committee to the Board by written notice to the hearing committee, the other party and the Board. The Board will consider the minutes of the hearing and report the decision of the Board within a reasonable period of time not exceeding sixty days after receipt of the notice. The decision of the Board will be final.

Notwithstanding anything to the contrary contained herein, judicial proceedings must be instituted before any nonconforming or violating items of construction can be altered or demolished.

The foregoing procedures will not be necessary to impose any sanction or penalty for nonpayment of a delinquent Assessment.

Article VIII OFFICERS AND THEIR DUTIES

8.01. Enumeration of Officers. The officers of the Association will be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time create by resolution. Following the expiration of the Period of Declarant Control, all officers of the Association must be Owners of Lots in the Project.

8.02. Election of Officers. The election of officers will take place at the first meeting of the Board following each annual meeting of the Members.

8.03. Term. The officers of the Association will be elected annually, and each will hold office for one (1) year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

8.07. Multiple Offices. Any two or more offices may be held by the same person except the offices of President and Vice President.

8.08. Duties. The duties of the officers are as follows:

8.08.1. President. The President will preside at all meetings of the Association and the Board; see that the orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; co-sign all promissory notes; cause to be prepared and execute, certify and record amendments to the Declaration on behalf of the Association; and exercise and discharge such other duties as may be required of the President by the Board.

8.08.2. Vice-President. The Vice President will act in the place and stead of the President in the event of his absence, inability or refusal to act, and will exercise and discharge such other duties as may be required by the Board.

8.08.3. Secretary. The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and place it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.

8.08.4. Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board; sign all checks of the Association unless the Board or the Bylaws specifically direct otherwise, and co-sign all promissory notes of the Association; keep proper books of account; at the direction of the Board, cause an annual audit of the Association to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver or make copies available to each of the Members.

Article IX COMMITTEES

The Board may appoint a hearing committee as described in Article VII above, and other committees as the Board may deem appropriate in carrying out its purposes.

**Article X
INDEMNIFICATION**

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every Member of the Board, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

**Article XI
NONPROFIT CORPORATION**

The Association is not organized for profit. No Member of the Association, member of the Board, or person from whom the Association may receive any property or funds will receive or will lawfully be entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or distribution to, or inure to the benefit of, any member of the Board. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; (ii) any Member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

**Article XII
AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but any amendment of Articles V, X, XII or any portion of those Articles will require approval of all Directors.

**Article XIII
MISCELLANEOUS**

13.01. Fiscal Year. The fiscal year of the Association will begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year will begin on the date of incorporation.


13.02. Corporate Seal. The Association will have a seal in circular form having within its circumference the words: "Barrington Farms Association, Inc."

13.03. Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration will control.

13.04. Prior Bylaws. Any Bylaws heretofore adopted by Barrington Farms Association, Inc. or its predecessors in interest are hereby declared null and void and of no further force and effect, it being the intention of the parties hereto that these Bylaws shall be the Bylaws by which the Association is governed.

The undersigned members of the initial Board of Directors have executed these Bylaws effective the 8th day of MARCH, 2006.


Ira E. Coward, II


Edgar A. Coward

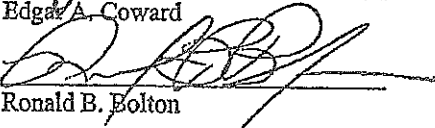

Ronald B. Bolton

EXHIBIT C

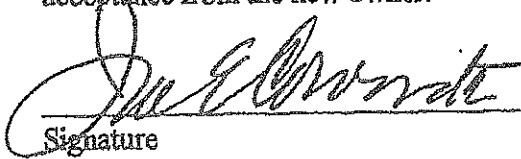
I accept responsibility for ownership and proper maintenance of the stormwater detention pond in the Barrington Farms - Aiken, SC site per the approved maintenance plan. I will complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure proper functioning of the pond as a stormwater management device. The maintenance plan shall be as follows:

Grass on side slopes and surrounding vicinity of pond shall be mowed. Any and all erosion, if present, shall be repaired per standard soil erosion practices of South Carolina. Any and all trees and/or saplings affecting the efficiency or the overall effectiveness of the pond outlet structure shall be removed. Any and all trees destroying the integrity of the pond dam shall be removed. Any and all trash found within or around the pond or around the desilting structure shall be removed immediately. Any and all sediment shall be removed within the pond when it reaches a depth of 6" at any point around the desilting structure and the pond bottom shall be re-graded to provide proper drainage towards the outlet structure.

see 3-7-06

The owner should keep written records of any maintenance and/or observations. Visual inspections should be made at least twice in the summer and once in the winter. Inspections should be made after any significant rainfall event. The pond will utilize infiltration as a means of dewatering. If stormwater remains in the pond longer than three days after a 10-Year 24 Hour Storm event (5.8 inches) or less, a geotechnical engineer should be consulted to ensure that the pond is maintaining its infiltration capabilities. The owner shall have an inspection done by a registered professional geotechnical engineer at least once every five years.

It is my understanding that this maintenance plan may be amended/revised at any time by the Department, and I will abide by any prescribed changes. I will continue to own and maintain the pond until the Department is notified in writing of a transfer in ownership and maintenance responsibility. The notification will include a date of transfer of responsibility and a letter of acceptance from the new owner.



Signature

Barrington Farms, LLC - Ira E. Coward, II - ^{Managing Member} General Partner
Printed Name

402 Colleton Avenue, SE Aiken, SC 29801 (803) 649-3247
Address & Phone No.

February 28, 2006
Date

2008012842

AMENDED COVENANTS
RECORDING FEES

\$10.00

PRESENTED & RECORDED:

05-09-2008 08:30 AM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE

AIKEN COUNTY, SC

By: JULIE STUTTS DEPUTY

BK:RB 4202

PG:1160-1163

Please return to:
William H. Tucker, Esquire
Hull, Towill, Norman, Barrett & Salley, P.C.
Post Office Box 517
Aiken, SC 29802
(803) 648-4213 7403 -00

FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARRINGTON FARMS

dated

May 2, 2008

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARRINGTON FARMS**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Barrington Farms (this "Declaration") is made this 2nd day of May, 2008 by Barrington Farms, LLC, (hereinafter the "Owner"), a South Carolina limited liability company.

WHEREAS, the Owner is developing an equestrian development known as Barrington Farms located on Banks Mill Road in Aiken County, South Carolina, and owns greater than sixty-seven (67%) percent of the property being developed and offered for sale; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions is recorded in Record Book 4055 at page 408 in the Office of the Register of Deeds for Aiken County. Article XVII of the Declaration provides for the procedure to amend the document by the Owner and Owner is desirous of amending certain specific provisions of the Declaration as follows:

FIRST

Paragraph 1.4 of Article I shall be revoked in its entirety and a new paragraph having the same number shall be substituted in its stead which shall read as follows:

1.4. Development and Use. Upon completion, the Project will consist of a maximum of FORTY-NINE (49) Lots.

SECOND

Paragraphs 3.1 and 3.2 of Article III shall be revoked in their entirety and new paragraphs having the same numbers shall be substituted in their stead which shall read as follows:

3.1. Establishment of the Project. By this Declaration, the Project was established as a planned residential development initially consisting of no more than sixteen (16) Lots as shown on the plat of the development filed on the public records of Aiken County, with the project being revised to provide for not more than forty-nine (49) lots in the total project. Lots 7 and 8 on the initial plat recorded in Plat Book 51 at pages 143-148 shall not be subdivided into smaller parcels.

3.2. Division Into Lots. The Property is divided into forty-nine (49) Lots, each consisting of a fee simple interest in the land and any improvements located thereon, together with a perpetual non-exclusive easement over the Common Elements. No lot shall be subdivided, or its boundary lines changed, nor shall application be made to the County of Aiken, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves unto itself and its successors and assigns, the right to re-plat and change the boundary lines or further subdivide any lot or lots owned by it in order to create a modified building lot or lots and to make such re-platted lot suitable or fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of the said re-platted lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot with only the exterior boundary lines of the resulting larger lot being considered in the interpretation of this Declaration. Each portion of a subdivided lot will be assessed at the full amount of an original lot; combined

lots will be assessed at the full amount of both original lots. Any such subdivided lot shall not be less than two (2) acres.

THIRD

Paragraph 11.1 of Article XI shall be revoked in its entirety and a new paragraph having the same number shall be substituted in its stead which shall read as follows:

11.1. Use of Lots. All Lots shall be used for single family dwelling purposes only; provided, however, such restriction shall not prohibit the commercial boarding, breeding, and training of horses in conjunction with such residential use. Owners of the Lot may rent or lease such Lot to others for the purposes allowed under this Declaration and may use the Lot for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable laws and this Declaration. For purposes hereunder, any home occupation that results in increased traffic flow or noise or constitutes a nuisance shall be deemed an unreasonable disturbance and shall not be permitted. Further, no signage or other identification that an occupation is conducted within such Lot is permitted except by approval of the Architectural Control Board.

FOURTH

Paragraph 11.21 of Article XI shall be revoked in its entirety and a new paragraph having the same number shall be substituted in its stead which shall read as follows:

11.21 Setbacks. A residential dwelling constructed on any lot in the development shall be placed no closer than one hundred (100) feet from a front property line on Barrington Farms Drive and no closer than seventy-five (75) feet on all other interior roadways, twenty (20) feet from a rear property line, and twenty (20) feet from a side lot line, unless otherwise noted on the recorded subdivision plat. No outbuilding except for a run-in shed for horses may be placed within the front setback area.

FIFTH

Paragraph 12.6 of Article XII shall be revoked in its entirety and a new paragraph having the same number shall be substituted in its stead which shall read as follows:

12.6. Combination or Subdivision of Lots. No Lots may be subdivided or combined except with the prior written approval of the Association pursuant to the provisions of paragraph 3.2 and provided that it is done in compliance with all applicable laws and regulations.

SIXTH

Paragraph 15.1 of Article XV shall be revoked in its entirety and a new paragraph having the same number shall be substituted in its stead which shall read as follows:

15.1. Rights with Respect to Remodeling and Construction. There shall be no new construction or exterior addition, change, or alteration to any improvement on any Lot or landscaping thereon until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted and approved in writing by the Board. No residential structure shall contain less than 2,000 square feet of heated space

except for living quarters associated with a stable or barn, with the Board approving or disapproving said plans in its sole discretion and all improvements and alterations shall be completed only in accordance with approved plans. The initial Board shall consist of Ira E. Coward, II, Ronald B. Bolton, and Todd I. Stilp, or their designated representatives/replacements.

In witness whereof, the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions on the day and date first above written.

Declarant:

SIGNED, SEALED and DELIVERED
in the presence of:

William H. [Signature]
Witness

Angela Able Krauss
Witness

BARRINGTON FARMS, LLC, a South Carolina
limited liability company.

By: Ira E. Coward, II
As its Authorized Member
(Seal)

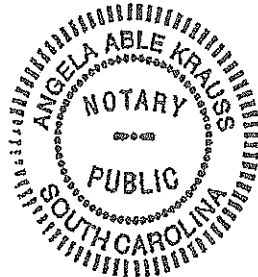
STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, Angela Able Krauss, a notary public for the State of South Carolina, do hereby certify that IRA E. COWARD, II, as the Authorized Member of Barrington Farms, LLC, 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 May, 2008.

Angela Able Krauss
Notary Public for South Carolina
My Commission Expires:

My Commission Expires
September 7, 2014



(Notarial Seal)